

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Ninth Updated Proclamation 20-28.9, dated September 2, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through October 1, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **September 28, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 560 7222** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, September 28, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**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 the first open forum more often than once per calendar 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 or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. 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, SEPTEMBER 28, 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 BETSY WILKERSON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for September 28, 2020:

User Name: **COS Guest**

Password: **vH8zE1xB**

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.

### **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 verbally identify themselves by name, city of residency 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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

**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. Contract Amendment with Special Counsel Brian T. Grogan and Moss & Barnett, P.A. (Minneapolis, MN) for legal services and advice in regards to the Comcast Franchise renewal—\$20,000. Total Contract Amount: \$247,500.  | Approve                | OPR 2014-0117 |
| 2. Permit Agreement allowing a grant recipient neighborhood council to demonstrate site control for purposes of a state Department of Commerce grant for public art in a roundabout.   | Approve                | OPR 2020-0724 |
| 3. Report of the Mayor of pending:   | Approve &<br>Authorize |               |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 18, 2020, total \$6,891,207.68, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,249,400.27. | Payments               | CPR 2020-0002 |
| b. Payroll claims of previously approved obligations through September 19, 2020: \$7,630,198.14.   |                        | CPR 2020-0003 |

4. City Council Meeting Minutes: September 10, September 14, and September 17, 2020. Approve All CPR 2020-0013

**Request motion to suspend Council Rules to add the following item (OPR 2020-0732):**

5. Contract with Intterra, Inc. (Castle Rock, CO) for COVID software & implementation for COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime. Approve OPR 2020-0732

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM – WILL NOT BE HELD**

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## **LEGISLATIVE AGENDA**

### **NO SPECIAL BUDGET ORDINANCES**

### **NO EMERGENCY ORDINANCES**

### **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0069**     Setting the Assessment Roll Hearing before the City Council for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) for December 7, 2020, and providing notice of the 2021 Assessments to Business and Property Owners.
- RES 2020-0070**     Setting the Assessment Roll Hearing before the City Council for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) for December 7, 2020, and providing notice of the 2021 Assessments to Business and Property Owners.

**Request motion to suspend Council Rules and add the following Ordinance (ORD C35926) to the Agenda:**

<b>ORD C35926</b>	<b>Vacating portions of Cleveland Avenue and Nevada Street in the City of Spokane.</b>
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### **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35947**     (To be considered under Hearings Item H1.b.)

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## 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

- |     |   |                                     |            |
|-----|---|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street, as requested by Thomas Kostelecky. | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35947 vacating the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street.                       | Further<br>Action<br>Deferred       | ORD C35947 |

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## OPEN FORUM – WILL NOT BE HELD

### ADJOURNMENT

The September 28, 2020, Regular Legislative Session of the City Council is adjourned to October 5, 2020.

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## NOTES



**Agenda Sheet for City Council Meeting of:**  
09/28/2020

<b>Date Rec'd</b>	9/16/2020
<b>Clerk's File #</b>	OPR 2014-0117
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR21954

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	MIKE ORMSBY 6287
<b>Contact E-Mail</b>	MORMSBY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	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 \$247,500.

**Summary (Background)**

The City is in the process of renewing its cable franchise with Comcast. Additional funds are necessary to complete the Comcast renewal.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ 20,000.00	#	0020-88100-18900-54105
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE	<b><u>Study Session\Other</u></b>	9/21/20
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	Council President Beggs
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	brian.grogan@lawmoss.com	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	tszambelan@spokanecity.org	
<b><u>Additional Approvals</u></b>		sdhansen@spokanecity.org	
<b><u>Purchasing</u></b>		aduffey@spokanecity.org	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

[Signature]



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, additional funds are necessary for the Firm to negotiate a cable 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 August 1, 2020.

**3. COMPENSATION.**

The City shall pay a maximum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** 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 FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$247,500.00)**.



**MOSS & BARNETT, P.A.**

By \_\_\_\_\_  
Signature      Date

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature      Date

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

\_\_\_\_\_  
Title

Approved as to form:

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

20-155



# Agenda Sheet for City Council Meeting of: 09/28/2020

<b>Date Rec'd</b>	9/10/2020
<b>Clerk's File #</b>	OPR 2020-0724
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	CANDACE MUMM 625-6256
<b>Contact E-Mail</b>	CMUMM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0320 - PERMIT FOR PUBLIC ART INSTALLATION AT FIVE MILE RD. & STRONG RD.

## **Agenda Wording**

A permit agreement allowing a grant recipient neighborhood council to demonstrate site control for purposes of a state Department of Commerce grant for public art in a roundabout.

## **Summary (Background)**

The Washington Department of Commerce awarded a \$24,250 grant to the Five Mile Prairie Neighborhood Council for the installation of a public art project at the roundabout which is at the intersection of Five Mile Road and Strong Road. In order to implement the grant award, the neighborhood council needs to establish control of the site. This permit agreement allows that site control to the level required to install the work and obtain funds from the Commerce grant.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? YES	<b><u>Budget Account</u></b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session\Other</u></b> Finance Comm, 8/17/20
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b> CM Mumm
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	PICCOLO, MIKE	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		

## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Council Office
<b>Subject:</b>	Five Mile Prairie Neighborhood Council Public Art Project Permit and License for Right of Way encroachment (Five Mile and Strong Road Round-about)
<b>Date:</b>	8/17/2020
<b>Contact (email &amp; phone):</b>	Kandace Watkins kwatkins@spokanecity.org/6718
<b>City Council Sponsor:</b>	Candace Mumm ✓
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Neighborhood Council mission
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Building and enhancing community through exceptional public art by embracing diversity and heritage of the area and reflecting the natural beauty of the surrounding land.
<u>Background/History:</u>	
<ul style="list-style-type: none"> <li>The Five Mile Prairie Neighborhood Council was awarded a Washington State Department of Commerce grant in the amount of \$24,250 for the creation and installation of a public art project to be located at the Five Mile and Strong Road Round-about.</li> </ul>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>This permit and license allows the Five Mile Prairie to accept the award from the state demonstrating site control for the public art project. The Five Mile Prairie Public Art Sub Committee will consult with the Director of Public Works on the final public art project that will be approved for creation and installation.</li> </ul> <p>The completion date for the project is intended to be December 31, 2021.</p>	
<u>Budget Impact:</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Change to language regarding process and procedure for establishing both a Reserves and Contingency Fund. Known challenges/barriers:	

City of Spokane  
Engineering Services  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

### **REVOCABLE LICENSE AND PERMIT**

This License and Permit, is made by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter "City", and Five Mile Neighborhood Council, a neighborhood council within the meaning of Chapter 4.27 SMC and recognized by the Spokane City Council as such, hereinafter referred to as "Permitee", jointly referred to as "Parties".

WHEREAS, the Washington State Department of Commerce has awarded Permitee a \$24,250 grant for public art to be installed at the Five Mile Roundabout and as a condition of receiving the grant Permitee needs an agreement with the City granting Permitee permission to install and maintain the art in the public right-of-way;

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **REVOCABLE PERMIT.** The City hereby grants to Permitee a Revocable License and Permit to use, occupy, and encroach upon the public right-of-way, as shown specifically in Exhibit "A" attached hereto ("Permit Area"). This License and Permit shall and Permitee's use of the Permit Area shall be non-exclusive. Permitee shall not transfer or assign its interests herein without the City's prior written consent, which consent the City will not withhold unreasonably.

2. **PURPOSE.** Permitee, through its officers, employees, contractors and agents, shall have the right to construct, maintain, remove, and repair the public art which is described on Exhibit "B" hereto, consistent with the terms of this Permit. This Permit does not relieve Permitee from its obligation to secure additional permits and bonds as required by the City prior to any work being performed in the public right-of-way.

3. **FEE.** There is no fee associated with this dedication of art to the public.

4. **CONSTRUCTION OF THE PERMITTED ENCROACHMENT.** Permitee shall construct the improvements in accordance with the plans and

specifications which are attached hereto as Exhibit "B", hereinafter "Permitted Encroachment". The Permitted Encroachment shall be: (1) subject to approval by the City's Director of Public Works and Utilities, or his authorized designee ("Director") and (2) designed, built, and maintained so as to not create a hazard to persons or property or violate any City Ordinance or State law; provided, that the Permitted Encroachments shall in all events meet or exceed the minimum standards of all applicable governmental entities. Permittee shall not erect or place any permanent structures or other obstructions in the Permit Area that materially interfere with the public's use of the right-of-way without the prior written consent of the Director.

**5. MAINTENANCE OF THE PERMITTED ENCROACHMENT.**

(a) Except as otherwise stated herein, Permittee shall restore the Permit Area to the condition in which it was found immediately following any of Permittee's permitted activities hereunder, so that the City and the public shall have the free and unobstructed use of the Permit Area, subject to the rights of Permittee herein provided.

(b) Except as otherwise stated herein, Permittee, upon the initial installation of the Permitted Encroachments, and upon each and every occasion that the same are installed, repaired, maintained, removed and/or replaced, shall restore the Permit Area and the City's surrounding property, if any, and any improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any concrete and/or asphalt, to the extent any damage or disturbance of the Permit Area and the City's surrounding property and improvements was caused by Permittee's installation, repair, maintenance, removal and/or replacement of the Permitted Encroachments.

(c) If, in an emergency, it shall become necessary for the City to promptly make any repairs that otherwise would have been the responsibility of the Permittee as defined or set forth herein, or if the Permittee shall fail to adequately repair or maintain the Permitted Encroachments as provided herein, then the City, at its sole option, may proceed forthwith to have the maintenance and/or repairs made and pay the cost thereof, and to receive reimbursement therefore from the Permittee within thirty (30) days after a written request for same; provided, that in no case shall the City be required to perform such maintenance and/or repairs. In such instance, the City shall provide Permittee with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

**6. HAZARDOUS MATERIALS.** Permittee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas,

or thermal irritant or contaminant, acid, chemicals, or wastes onto Permittee's adjacent property, the Permit Area, or City property adjacent to the Permit Area. For the purposes of this Permit, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Permittee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Permittee's use of the Permit Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

7. **SIGNAGE.** The Permitted Encroachment shall not have on its exterior any commercial advertising, reader boards or other signs without the prior written approval of the Director. The City shall have the right, without compensatory payment, to attach to the Permitted Encroachment, any signage that is deemed necessary by the City Traffic Engineer for the safe and expeditious flow of vehicle or pedestrian traffic along the right-of-way.

8. **DURATION.** Unless the City revokes this Permit as provided herein, Permittee may use the Permit Area to construct, maintain, and repair the Permitted Encroachment for a period of fifteen (15) years or for so long as Permittee, its successors or assigns, engages in the activity or occupies the property adjacent to the Permit Area in accordance with present and then-existing City land use (zoning) requirements and complies with this Permit.

9. **INSPECTIONS.** The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing construction, maintenance, alteration, and/or repairs of the Permitted Encroachment.

10. **REVOCATION.** If, in sole discretion of the Director, Permittee does not construct, repair, and/or maintain the Permitted Encroachment in accordance with this Permit, or otherwise fails to fulfill any of its obligations under this agreement, City ordinance, or State law, or if the Director otherwise determines, in his or her sole discretion, that Permittee's use of the Permit Area pursuant to this agreement endangers or will endanger the public, the adjoining property or right-of-way, or utilities in the right-of-way, the City may unilaterally revoke this Permit and require Permittee to remove the Permitted Encroachment at Permittee's expense. Further, the City reserves all rights and remedies available at law or in equity. If this Permit is revoked, as provided herein, or through City ordinance, the cost of removal of the Permitted Encroachment shall comprise a lien against Permittee's adjacent property for all costs of removal, including the City's reasonable attorney fees. Permittee shall have the right at any time to remove the Permitted Encroachment from the Permit Area at its own expense. If Permittee elects to remove the Permitted Encroachment from Permit Area, it shall leave the Permit Area and adjacent City land and improvements free and clear of all buildings, structures, or other encroachments. Upon removal of the Permitted Encroachment, as well as all buildings, structures, and encroachments, to the City's satisfaction, Permittee's rights and obligations under this agreement shall cease.

11. **PUBLIC PURPOSE.** In the event the City Council finds that the Permit Area or any part thereof, is needed for public use, including, without limitation, use as public right-of-way, this agreement shall be terminated and declared null and void, and Permittee shall immediately remove therefrom the Permitted Encroachment or any part thereof, within a reasonable period of time, without cost to the City. The City shall be allowed to reoccupy the Permit Area without the payment of compensation or damages to the Permittee, its successors or assigns.

12. **SEVERANCE.** If any portion or provision of this agreement is held invalid by a court, the validity and enforceability of the remainder of this Permit shall not be affected thereby.

13. **NOTICES.** All notices to the City shall be made to:

CITY OF SPOKANE  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

and copies to:

City Attorney

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Notices directed to Permittee shall be made to (or such other individual as Permittee may designate from time to time provided Permittee provides updated contact information to the City):

Craig Busch  
President & Art Committee Chair  
3527 W Horizon  
Spokane WA 99208

14. **TAXES.** Permittee is responsible for and shall pay all real and personal taxes which may be assessed as a result of the rights and privileges granted under this License and Permit, including, without limitation, the Leasehold Excise Tax.

15. **RECORDING.** This License and Permit may be recorded by either party.

16. **HEADINGS.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE

\_\_\_\_\_  
Mayor/City Administrator

Attest:

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

Approved as to form:

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



FIVE MILE NEIGHBORHOOD COUNCIL

By:   
Craig Busch

Its: President & Art Committee Chair

**EXHIBIT "A"**



ROUNDABOUT DIMENSIONING PLAN 2

**ROUNDABOUT SOUTH ELEVATION**

[illegible]

## Watkins, Kandace

---

**From:** Buller, Dan  
**Sent:** Friday, November 08, 2019 8:03 AM  
**To:** Watkins, Kandace; Mumm, Candace  
**Subject:** Follow up on yesterday's afternoon's conversation  
**Attachments:** 38 - 2015056 5MILE LANDSCAPE\_L-4\_7-31-19\_FIVE MILE.pdf; 43 - 2015056 5MILE DETAILS\_L-9\_7-31-19\_FIVE MILE.pdf; 29 - Sealed E-2 LIGHTING.pdf

Kandace/Candace,

Here's some follow up to our conversation yesterday afternoon.

- Yes, we have electrical to the island and on both side of that concrete "path"
- No, we did not install a foundation because we knew neither the size nor the exact position of the art object or objects
- I've sent the drawings so you can forward on to whoever you'd like. These are design drawings which may have changed slightly during construction
- Permitting - while perhaps there should be, because there is so little public art installed in the ROW, there is no catch-all permit process. Instead, there are a couple permits and a couple "bases" to be covered as described below
  - obstruction permit (necessary when you interfere with traffic)
  - electrical permit (if lighting is used for the art piece).
  - while not a formal permit, if we in Engineering were installing this art, we would have a decent sized public input process that would be well documented...whatever is installed is likely to please lots of people and tick off lots of people
  - also, while not a formal permit, the proposed art piece should be reviewed by us here in engineering to make sure there are no more than minimal traffic impacts (you can route that through me)

I think that was all the things I said to research.

Dan

**From:** Kain, Jeremy <jkain@spokanecity.org>  
**Sent:** Thursday, November 07, 2019 2:57 PM  
**To:** Buller, Dan <dbuller@spokanecity.org>  
**Subject:** 2015056 Five Mile Roundabout Sheets - Landscape & Electrical

Here you go-



Jeremy Kain | City of Spokane | Engineer Tech III Engineering Services  
509.625-6507 | fax 509.625.6822 | [jkain@spokanecity.org](mailto:jkain@spokanecity.org)

## **Exhibit "B"**

*The public art project will be designed for the site, the Strong and Five Mile Road Round-about, which is accessible and open to the general public and located in the Five Mile Prairie Neighborhood. The City of Spokane did provide for the possibility of a future public art installation at the time of the construction of the round-about.*

The artist for the project will be procured through a competitive process (RFP). The artist will be selected based on the creation of a site-specific concept proposal. The RFP will articulate the elements of design and materials that are sought. The Five Mile Prairie Neighborhood Council will consult with the City of Spokane Director of Public Works on a finalist whose concept proposal meets all City Ordinances and State laws.

The proposal awarded would include an art concept where the materials would require little to no ongoing maintenance due to exposure to elements or other factors of an outside art piece – including vandalism and time (material longevity). Other requirements include a project that doesn't create hazards to the public or property in the right of way, nor place the art project in any way that obstructs the public's use of the right of way.

The artist would then fabricate the public art piece for installation at the site. Presenting mock-ups or drawings of the art concept for review. The design details would include material samples or specification sheets for review and approval. Which would include defining the unique fabrication or construction of the art concept. With review, criteria and acceptance procedures of the art concept prior to final fabrication and installation.

The artist will provide as part of the completed project a conservation report of all the materials and processes used should the piece require maintenance or repair by the five Mile Prairie Neighborhood Council during the permit period.



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

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

09/28/2020

<u>Date Rec'd</u>	4/11/2012
<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: 9/18/20.  
Total: \$6,891,207.68 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$4,249,400.27

**Summary (Background)**

Pages 1-22 Check numbers: 574530 - 574672 ACH payment numbers: 82261 - 82501 On file for review in City Clerks Office: 22 Page listing of Claims Note:

<u>Fiscal Impact</u>	Grant related? Public Works? NO	<u>Budget Account</u>
Expense \$ 4,249,400.27		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 38

APPROVAL FUND SUMMARY

DATE: 09/21/20  
TIME: 07:29  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	376,054.79
1100	STREET FUND	36,579.22
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	56,288.18
1400	PARKS AND RECREATION FUND	118.50
1460	PARKING METER REVENUE FUND	12,770.27
1695	CDBG REVOLVING LOAN FUND	66.75
1700	MISC COMMUNITY DEVPMNT GRANTS	0.00
1940	CHANNEL FIVE EQUIPMENT RESERVE	3,121.06
1970	FIRE/EMS FUND	5,304.59
3200	ARTERIAL STREET FUND	310,582.35
4100	WATER DIVISION	181,886.18
4250	INTEGRATED CAPITAL MANAGEMENT	400,253.18
4300	SEWER FUND	476,662.23
4480	SOLID WASTE FUND	202,467.03
4700	DEVELOPMENT SVCS CENTER	55.00
5100	FLEET SERVICES FUND	102,985.14
5200	PUBLIC WORKS AND UTILITIES	264.75
5300	IT FUND	37,445.80
5310	IT CAPITAL REPLACEMENT FUND	2,364.76
5400	REPROGRAPHICS FUND	927.80
5600	ACCOUNTING SERVICES	102.12
5700	MY SPOKANE	546.35
5750	OFFICE OF PERFORMANCE MGMT	18,948.00
5800	RISK MANAGEMENT FUND	1,088,523.84
5810	WORKERS' COMPENSATION FUND	201,817.50
5830	EMPLOYEES BENEFITS FUND	617,743.68
5900	ASSET MANAGEMENT FUND OPS	4,205.90
6070	FIREFIGHTERS' PENSION FUND	70,687.44
6080	POLICE PENSION FUND	36,196.11
6230	BUILDING CODE RECORDS MGMT	4,329.00
6255	LAW ENFORCEMENT RECORDS MGMT	102.75
TOTAL:		4,249,400.27

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 38

DATE: 09/21/20  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/21/20  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

LEO EDWARD POORT	LEGAL SERVICES ACH PMT NO. - 80082442	11,750.00
MOJO REPROGRAHICS LLC OLIVER JONES	OTHER MISC CHARGES CHECK NO. - 00574667	141.57
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80082494	61,214.99
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80082454	11,986.50
THOMAS W MCLANE dba MCLANE LAW PLLC	LEGAL SERVICES CHECK NO. - 00574627	406.25

TOTAL FOR 0020 - NONDEPARTMENTAL	85,499.31
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## 0100 - GENERAL FUND

CHERRY KELLY 3327 E LIBERTY	DEPOSIT - RESTITUTION CHECK NO. - 00574660	101.27
COREY & KIMBERLY GAGE 1917 W COURTLAND AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00574547	300.00
ELIZABETH RAINEY 3928 E 35TH	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00574661	52.00
JEROME LANIER 5214 N MAGNOLIA ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00574658	1,000.00
LSB CONSULTING ENGINEERS PLLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80082487	19,082.50
SERGEY A YERMOLA 2126 E 4TH	DEPOSIT - RESTITUTION CHECK NO. - 00574659	103.20
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00574531	1,290.63
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80082495	97.60
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80082452	20,298.75
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00574536	13.00-

TOTAL FOR 0100 - GENERAL FUND	42,312.95
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## 0350 - COMMUNITY CENTERS

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80082434	58,333.32
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WEST CENTRAL COMMUNITY	CONTRACTUAL SERVICES	
DEVELOPMENT ASSOCIATION INC	ACH PMT NO. - 80082463	27,984.87

TOTAL FOR 0350 - COMMUNITY CENTERS	86,318.19
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0410 - FINANCE

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082499	52.11

TOTAL FOR 0410 - FINANCE	52.11
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0430 - GRANTS MANAGEMENT

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082499	52.11

TOTAL FOR 0430 - GRANTS MANAGEMENT	52.11
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0500 - LEGAL

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80082355	49.02

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80082366	15.00

EASTERN WASHINGTON ATTORNEY	LEGAL SERVICES	
SERVICES INC	CHECK NO. - 00574616	75.00

JRM ENTERPRISES INC	INTERPRETER COSTS	
DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80082379	2,358.00

SPOKANE COUNTY BAR ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00574532	1,335.00

THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80082397	7,037.12

TOTAL FOR 0500 - LEGAL	10,869.14
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0560 - MUNICIPAL COURT

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80082474	147.00

WA STATE TREASURER	AUTO THEFT PREVENTION	
	CHECK NO. - 00574536	5,144.66

HONORABLE MAYOR	09/21/20
AND COUNCIL MEMBERS	PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	BLOOD/BREATH TEST FEE	
	CHECK NO. - 00574536	32.31

WA STATE TREASURER	DEATH INVESTIGATIONS	
	CHECK NO. - 00574536	292.09

WA STATE TREASURER	DV PREVENTION ACCT SURCHARGE	
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	CHECK NO. - 00574536	15.00
WA STATE TREASURER	HIGHWAY SAFETY	
	CHECK NO. - 00574536	1,246.52
WA STATE TREASURER	JIS ACCOUNT	
	CHECK NO. - 00574536	12,935.51
WA STATE TREASURER	JUDICIAL STABILIZATION ACCT 56	
	CHECK NO. - 00574536	22.49
WA STATE TREASURER	PSEA (SHB 1869)	
	CHECK NO. - 00574536	21,720.28
WA STATE TREASURER	PSEA3	
	CHECK NO. - 00574536	520.91
WA STATE TREASURER	SCHOOL ZONE SAFETY	
	CHECK NO. - 00574536	151.03
WA STATE TREASURER	SPECIAL ASSESSMENT	
	CHECK NO. - 00574536	39,075.93
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA	
	CHECK NO. - 00574536	4,485.24
WA STATE TREASURER	VEHICLE LICENSE FRAUD	
	CHECK NO. - 00574536	9.53
WA STATE TREASURER	WSP HIGHWAY	
	CHECK NO. - 00574536	1,653.70
TOTAL FOR 0560 - MUNICIPAL COURT		87,452.20
0650 - PLANNING SERVICES		
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URBSWORKS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80082458	4,000.00
TOTAL FOR 0650 - PLANNING SERVICES		4,000.00
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0680 - POLICE		
-----		
ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	
CBS REPORTING INC	ACH PMT NO. - 80082310	240.00
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80082314	6,179.75
HONORABLE MAYOR		09/21/20
AND COUNCIL MEMBERS		PAGE 5
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES	
	CHECK NO. - 00574542	363.70
CENTURYLINK	ALARM/SECURITY SERVICES	
	CHECK NO. - 00574543	67.40
CI TECHNOLOGIES, INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80082318	1,061.21
COMPUNET INC	REPAIR & MAINTENANCE SUPPLIES	
LB 410802	ACH PMT NO. - 80082268	651.81

COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082321	84.85
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80082322	587.52
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80082323	97.50
DME FORENSICS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80082367	3,495.00
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80082447	1,200.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80082422	11,979.00
GALLS LLC	CLOTHING ACH PMT NO. - 80082426	3,138.18
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80082326	369.16
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80082326	3,185.62
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80082328	40.71
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80082329	231.73
L N CURTIS & SONS	OPERATING SUPPLIES ACH PMT NO. - 80082334	104.14
L N CURTIS & SONS	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80082334	2,041.19
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80082335	163.35
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00574541	135.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80082345	12,685.61

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80082345	27.51
SPOKANE POLICE CHAPLAINCY BOARD	PROFESSIONAL SERVICES ACH PMT NO. - 80082448	9,375.00
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00574551	455.64
ST ANN PARISH	OPERATING RENTALS/LEASES ACH PMT NO. - 80082451	475.00
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00574555	6.84

UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00574556	143.90
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	
	-	405.51
WEST CENTRAL COMMUNITY	OPERATING RENTALS/LEASES	
DEVELOPMENT ASSOCIATION INC	ACH PMT NO. - 80082463	447.34
TOTAL FOR 0680 - POLICE		59,439.17
0690 - PROBATION SERVICES		
-----		
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80082474	7.50
TOTAL FOR 0690 - PROBATION SERVICES		7.50
0860 - TREASURY SERVICES		
-----		
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082499	52.11
TOTAL FOR 0860 - TREASURY SERVICES		52.11
1100 - STREET FUND		
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FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80082424	222.16
STREET DEPT IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00574552	100.55
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082302	35,025.51
WILLIS TOWERS WATSON	INSURANCE PREMIUMS	
INSURANCE SERVICES WEST INC	ACH PMT NO. - 80082405	1,231.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1100 - STREET FUND		36,579.22
1360 - MISCELLANEOUS GRANTS FUND		
-----		
STANTEC CONSULTING SERVICES	CONTRACTUAL SERVICES	
INC	ACH PMT NO. - 80082452	20,298.75
STANTEC CONSULTING SERVICES	GRANT CASH PASS THRU ACCOUNT	
INC	ACH PMT NO. - 80082452	20,298.75-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00
1380 - TRAFFIC CALMING MEASURES		
-----		
AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80082409	56,139.18
NANCEE D SCROGGIN	PHOTO RED FINES	
3055 S BONNELL RD	CHECK NO. - 00574662	139.00
TANNER MCGUIRE	PHOTO RED FINES	
6313 S TERRE VISTA ST	CHECK NO. - 00574657	10.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		56,288.18
1400 - PARKS AND RECREATION FUND		
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO. - 00574670	118.50
TOTAL FOR 1400 - PARKS AND RECREATION FUND		118.50
1460 - PARKING METER REVENUE FUND		
CENTURYLINK	TELEPHONE CHECK NO. - 00574543	124.27
DIXON RESOURCES UNLIMITED	CONTRACTUAL SERVICES ACH PMT NO. - 80082419	8,950.00
DUNCAN PARKING TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80082420	3,696.00
TOTAL FOR 1460 - PARKING METER REVENUE FUND		12,770.27
1695 - CDBG REVOLVING LOAN FUND		
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	66.75
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		66.75
1700 - MISC COMMUNITY DEVPMT GRANTS		
LSB CONSULTING ENGINEERS PLLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80082487	19,082.50-
LSB CONSULTING ENGINEERS PLLC	OTHER MISC CHARGES ACH PMT NO. - 80082487	19,082.50
TOTAL FOR 1700 - MISC COMMUNITY DEVPMT GRANTS		0.00
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO. - 80082431	3,121.06
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		3,121.06



## 1970 - FIRE/EMS FUND

ADVANCED FIRE SYSTEMS INC 3518 E EVERETT AVE	PROTECTIVE INSPECTION FEES CHECK NO. - 00574545	212.00
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082320	1,090.19
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082327	448.87
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80082327	990.99
INLAND PACIFIC HOSE & FITTINGS INC	MINOR EQUIPMENT ACH PMT NO. - 80082332	37.02
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082332	54.49
JASON KEEN	MINOR EQUIPMENT ACH PMT NO. - 80082351	88.26
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80082338	650.94
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80082339	28.14
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082339	12.38
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082339	657.72

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80082340	462.83
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00574553	89.84
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00574553	35.29
WILLIAM J GONZALEZ	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00574544	445.63

TOTAL FOR 1970 - FIRE/EMS FUND

5,304.59

## 3200 - ARTERIAL STREET FUND

LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082348	28,082.05
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082488	265,547.16
SPOKANE REGIONAL HEALTH DIST	CONTRACTUAL SERVICES CHECK NO. - 00574629	16,065.26

WA STATE DEPT OF ECOLOGY CASHERING UNIT	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082501	780.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082500	107.88
TOTAL FOR 3200 - ARTERIAL STREET FUND		310,582.35

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082311	739.89
ADELINDA SMITH PO BOX 1575	REFUNDS CHECK NO. - 00574666	1,077.09
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80082411	50.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80082356	134,052.53
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082415	5,985.74
CENTURYLINK	TELEPHONE CHECK NO. - 00574614	826.09
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082361	1,362.62

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONCRETE CONSERVATION 6300 E 58TH AVE STE D	REFUNDS CHECK NO. - 00574663	1,556.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80082364	533.29
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082325	472.76
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082331	10,235.52
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00574618	4,813.39
LARIVIERE EQUIPMENT EXCAVATION 17564 N DYLAN CT	REFUNDS CHECK NO. - 00574665	3,000.00
MACKIN & LITTLE INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80082433	7,297.80
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082387	51.84
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80082389	1,312.62
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80082444	7,859.81
SHI CORP	SOFTWARE (NONCAPITALIZED)	

	ACH PMT NO. - 80082292	61.62
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082344	375.88
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00574672	101.67
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80082345	27.58
SPOKANE COUNTY TREASURER	WA DEPT OF REVENUE ACH PMT NO. - 80082395	92.25
TOTAL FOR 4100 - WATER DIVISION		181,886.18
4250 - INTEGRATED CAPITAL MANAGEMENT		
AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082408	511.29
BERKLEY SURETY GROUP	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00574625	100,285.45
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082330	249,683.81
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
INNOVYZE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80082278	3,332.34
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082348	4,673.36
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80082488	41,675.76
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00574672	91.17
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		400,253.18
4300 - SEWER FUND		
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00574672	110.76
TOTAL FOR 4300 - SEWER FUND		110.76
4310 - SEWER MAINTENANCE DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082353	164.94
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082312	601.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80082315	45.63

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80082315	10.12
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80082323	7.50
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082372	91.74
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80082313	195.00
PARAMETRIX INC	CONTRACTUAL SERVICES ACH PMT NO. - 80082440	4,691.25
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES ACH PMT NO. - 80082299	771.95
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80082478	7,410.37
T-MOBILE	CELL PHONE CHECK NO. - 00574554	108.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	----- 14,098.56
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4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80082265	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80082265	11,892.44
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80082265	1,090.36
BECKWITH & KUFFEL INDUSTRIAL INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082470	1,206.23
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80082266	193.84
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80082267	2,361.19
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80082418	2,294.79
DUNDEE CONCRETE & LANDSCAPE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082476	97,138.80
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80082274	573.66
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082482	82.88
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082484	20,959.28

K & N ELECTRIC MOTORS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082279	2,519.29
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082280	37,744.83
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082489	2,059.97
POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80082441	1,464.71
RAINIER ENVIRONMENTAL LABORATORY	TESTING SERVICES ACH PMT NO. - 80082289	900.00
SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80082497	126.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082303	4,307.97

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE CHECK NO. - 00574554	21.55
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80082304	1,447.63
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80082401	5,132.00
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80082405	175,395.00
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		369,377.83

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082312	601.27
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80082265	141.55
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00574550	124.62
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80082401	338.93
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80082405	90,355.00
TOTAL FOR 4330 - STORMWATER		91,561.37

4360 - ENVIRONMENTAL PROGRAMS

NEWSDATA LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00574669	1,513.71
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TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

1,513.71

4480 - SOLID WASTE FUND

MOVHER LLC	REFUNDS	
6010 E BROADWAY AVE	CHECK NO. - 00574664	223.04
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00574672	110.57

TOTAL FOR 4480 - SOLID WASTE FUND

333.61

4490 - SOLID WASTE DISPOSAL

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00574530	60.01
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80082475	380.27
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80082477	2,497.91
ELJAY OIL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082477	423.40
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80082479	101.41
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80082479	670.86
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082479	21.78
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80082479	44.20
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082480	7,881.64
FULCRUM ENVIRONMENTAL CONSULTING INC	MEDICAL SERVICES	
	ACH PMT NO. - 80082425	5,750.00
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082275	1,358.47
J & T'S LAWN CARE INC DBA GREENSCAPE	LANDSCAPE/GROUNDS MAINT	
	ACH PMT NO. - 80082485	539.06
KRUEGER SHEET METAL COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082486	470.18
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES	
	CHECK NO. - 00574668	697.00
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80082284	1,557.59
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80082490	123.74

NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082491	5,763.86
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80082469	2,000.74
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80082438	269.10
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80082492	30,983.87

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROGERS MACHINERY COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082392	1,009.19
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80082296	2,172.66
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80082449	495.00
THE FIG TREE/SPOKANE ECUMENICAL MINISTRIES	ADVERTISING CHECK NO. - 00574656	500.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80082499	587.29
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	120.90
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00574655	241.26

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	66,721.39
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4500 - SOLID WASTE COLLECTION

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80082468	105.91
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80082356	1,131.56
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80082356	151.86
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80082360	683.90
CENTURYLINK	TELEPHONE CHECK NO. - 00574654	62.13
COMCAST	TELEPHONE ACH PMT NO. - 80082471	325.24
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80082474	24.75
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80082479	560.04

FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80082479	6.86
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80082482	72.42
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082499	594.69

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00574630	143,313.99
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS	
	CHECK NO. - 00574630	14,258.71-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		132,774.64

4530 - SOLID WASTE LANDFILLS

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00574654	58.59
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80082284	203.50
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80082469	110.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80082296	231.42
STARPLEX CORP	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80082496	1,870.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082499	163.88
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,637.39

4700 - DEVELOPMENT SVCS CENTER

BROADWAY ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
ATTN: MATTHEW KONKOL	CHECK NO. - 00574546	25.00
RAPTOR ROOTER & PLUMBING LLC	PERMIT REFUNDS PAYABLE	
PO BOX 14188	CHECK NO. - 00574549	30.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		55.00

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00574613	714.90
AMERIGAS PROPANE LP	MOTOR FUEL-OUTSIDE VENDOR	
DBA NORTHERN ENERGY	ACH PMT NO. - 80082354	273.99
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	



	ACH PMT NO. - 80082356	377.19
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80082356	27.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BECKER BUICK-GMC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082357	98.57
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082396	1,089.00
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082358	4,084.13
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082359	696.86
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082361	2,173.69
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80082362	36,033.90
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80082363	607.27
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082365	1,517.54
CUMMINS NORTHWEST LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80082365	838.53
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082365	409.22
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00574615	152.80
DOBBS HEAVY DUTY HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082403	2,115.07
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082368	1,246.64
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80082369	362.64
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80082481	16,828.19
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082374	1,607.28
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082375	191.53
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00574617	67.52
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082378	43.08
LITHIA OF SPOKANE INC LITHIA CHRYSLER DODGE JEEP RAM	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082381	1,074.55

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80082435	5,219.70
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082384	482.56
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082385	53.59
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082386	1,461.25
NORCO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082387	53.99
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082437	455.44
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80082389	24.15
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00574619	417.30
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082390	294.78
PERFORMANCE RADIATOR PACIFIC LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00574620	292.71
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80082393	11,921.50
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00574621	201.25
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082394	2,237.49
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082398	410.25
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082455	3,956.82
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082399	1,595.74
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082404	794.34
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80082464	211.15
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80082406	269.89

TOTAL FOR 5100 - FLEET SERVICES FUND

-----  
102,985.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80082474	24.75
US POSTAL SERVICE	POSTAGE	
	CHECK NO. - 00574557	240.00
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		264.75

5300 - IT FUND

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00574530	124.69
COMPUNET INC LB 410802	MINOR EQUIPMENT	
	ACH PMT NO. - 80082268	651.81
COMPUNET INC LB 410802	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80082417	13,068.00
DELL MARKETING LP %DELL USA LP	COMPUTERS	
	ACH PMT NO. - 80082271	930.33
KOFF & ASSOCIATES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80082430	2,790.00
KRONOS INCORPORATED	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80082281	270.00
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE	
	ACH PMT NO. - 80082436	3,630.00
PITNEY BOWES	OPERATING RENTALS/LEASES	
	CHECK NO. - 00574628	12,443.55
T-MOBILE	IT/DATA SERVICES	
	CHECK NO. - 00574535	15.86
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80082304	1,423.42
WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80082462	665.00
ZAYO GROUP HOLDINGS INC	TELEPHONE	
	ACH PMT NO. - 80082467	1,433.14
TOTAL FOR 5300 - IT FUND		37,445.80

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80082271	2,364.76

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

2,364.76

5400 - REPROGRAPHICS FUND

-----  
CANON FINANCIAL SERVICES INC      OPERATING RENTALS/LEASES  
CHECK NO. - 00574626      927.80

TOTAL FOR 5400 - REPROGRAPHICS FUND

-----  
927.80

5600 - ACCOUNTING SERVICES

-----  
VERIZON WIRELESS      CELL PHONE  
ACH PMT NO. - 80082499      62.11

VERIZON WIRELESS      IT/DATA SERVICES  
ACH PMT NO. - 80082499      40.01

TOTAL FOR 5600 - ACCOUNTING SERVICES

-----  
102.12

5700 - MY SPOKANE

-----  
LANGUAGE SERVICES ASSOC INC      INTERPRETER COSTS  
ACH PMT NO. - 80082432      546.35

TOTAL FOR 5700 - MY SPOKANE

-----  
546.35

5750 - OFFICE OF PERFORMANCE MGMT

-----  
VOLT MANAGEMENT CORP      CONTRACTUAL SERVICES  
DBA VOLT WORKFORCE SOLUTIONS      ACH PMT NO. - 80082460      18,948.00

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT

-----  
18,948.00

5800 - RISK MANAGEMENT FUND

-----  
US BANK OR CITY TREASURER      INSURANCE CLAIMS  
LIABILITY CLAIMS      ACH PMT NO. - 80082400      30,301.61

WILLIS TOWERS WATSON      INSURANCE PREMIUMS  
INSURANCE SERVICES WEST INC      ACH PMT NO. - 80082405      1,058,222.23

TOTAL FOR 5800 - RISK MANAGEMENT FUND

-----  
1,088,523.84

5810 - WORKERS' COMPENSATION FUND

-----  
DEVRIES INFORMATION MANAGEMENT      MISC SERVICES/CHARGES  
ACH PMT NO. - 80082474      7.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIS TOWERS WATSON      INSURANCE PREMIUMS  
INSURANCE SERVICES WEST INC      ACH PMT NO. - 80082405      201,810.00

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

-----  
201,817.50

## 5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80082473	31,116.13
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80082483	130,229.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80082391	455,910.48
TENNEY, MELISSA K	INSURANCE CLAIMS CHECK NO. - 00574533	155.12-
TENNEY, MELISSA K	INSURANCE COBRA CHECK NO. - 00574533	643.19
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		617,743.68

## 5900 - ASSET MANAGEMENT FUND OPS

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082407	3,522.48
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80082355	176.50
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80082304	426.88
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80082304	80.04
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		4,205.90

## 6200 - FIREFIGHTERS' PENSION FUND

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80082391	70,687.44
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		70,687.44

## 6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	STATE BUILDING CODE FEE CHECK NO. - 00574536	4,329.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT	4,329.00
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## 6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00574558	102.75
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TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT

-----  
102.75

6300 - POLICE PENSION

-----  
PREMERA BLUE CROSS OR  
SPOKANE CITY TREASURER

SERVICE REIMBURSEMENT  
ACH PMT NO. - 80082391

36,196.11

TOTAL FOR 6300 - POLICE PENSION

-----  
36,196.11

TOTAL CLAIMS

-----  
4,249,400.27

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	593.16		
00574530	CENTURYLINK	184.70		
00574531	SPOKANE COUNTY PROSECUTING	1,290.63		
00574532	SPOKANE COUNTY BAR ASSN	1,335.00		
00574533	TENNEY, MELISSA K	488.07		
00574534	T-MOBILE	17.94		
00574535	T-MOBILE	15.86		
00574536	WA STATE TREASURER	91,621.20		
00574537	STAN BONHAM COMPANY INC			8,737.43
00574538	FIRST AMERICAN TITLE INS CO			
00574539	SPOKANE COUNTY AUDITOR			
00574540	SPOKANE COUNTY TITLE CO			
00574541	PORAC LEGAL DEFENSE FUND	135.00		
00574542	AUDUBON VETERINARY CLINIC	363.70		
00574543	CENTURYLINK	191.67		
00574544	WILLIAM J GONZALEZ	445.63		
00574545	ADVANCED FIRE SYSTEMS INC	212.00		
00574546	BROADWAY ELECTRIC LLC	25.00		
00574547	COREY & KIMBERLY GAGE	300.00		
00574548	RAPTOR ROOTER & PLUMBING LLC	15.00		
00574549	RAPTOR ROOTER & PLUMBING LLC	15.00		
00574550	NORTH SPOKANE IRRIGATION	124.62		
00574551	SPRINT SOLUTIONS INC	455.64		
00574552	STREET DEPT IMPREST FUND	100.55		
00574553	SWANSON'S REFRIGERATION &	125.13		
00574554	T-MOBILE	112.39		
00574555	T-MOBILE	6.84		
00574556	UNITED PARCEL SERVICE	143.90		
00574557	US POSTAL SERVICE	240.00		
00574558	WA STATE PATROL	102.75		
00574559	CENTURYLINK		390.69	
00574561	THE HANOVER INSURANCE GRP IN		6,329.04	
00574562	SONDRA KIRK			
00574563	SPOKANE CITY TREASURER			
00574613	ADVANCE AUTO PARTS	714.90		
00574614	CENTURYLINK	826.09		
00574615	DIRECT AUTOMOTIVE DISTRIBUTI	152.80		
00574616	EASTERN WASHINGTON ATTORNEY	75.00		
00574617	HI-LINE ELECTRIC CO	67.52		
00574618	KELLER SUPPLY COMPANY	4,813.39		
00574619	O'REILLY AUTOMOTIVE STORES I	417.30		
00574620	PERFORMANCE RADIATOR PACIFIC	292.71		
00574621	SIX ROBBLEES INC	201.25		
00574625	BERKLEY SURETY GROUP	100,285.45		
00574626	CANON FINANCIAL SERVICES INC	927.80		
00574627	THOMAS W MCLANE	406.25		
00574628	PITNEY BOWES	12,443.55		
00574629	SPOKANE REGIONAL HEALTH DIST	16,065.26		
00574630	WM RECYCLE AMERICA LLC	129,055.28		
00574631	ADVANCED FIRE SYSTEMS INC			1,219.00
00574632	SAMUEL UPDIKE			120.00
00574633	CENTURYLINK			1,183.34
00574634	CH2M HILL ENGINEERS INC			553.71

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00574635	FIKES NORTHWEST INC/DIV OF			33.92
00574636	JENSEN DISTRIBUTION SERVICES			103.68
00574637	AMBER WOODWORTH (DDA)			149.00
00574638	ASSOCIATION OF PROSECUTING A			53.13
00574639	CHRISTINE HIATT			104.00
00574640	JENNIFER MCEVOY			104.00
00574641	JUSTIN O'NEILL			645.00
00574642	KATHRYN GARRISON			72.00
00574643	KATIE SHIPMAN			150.00
00574644	LARISSA GALLOWAY			342.00
00574645	MARY BROWN			52.00
00574646	PAUL LACK			645.00
00574647	QUINN LARSON-DHAENENS			175.00
00574648	ROBERT LEE			228.00
00574649	SARAH ROBERTSON			80.00
00574650	SCOTT GORDON			104.00
00574651	SWANSON'S REFRIGERATION &			613.25
00574652	T-MOBILE			6.07
00574653	VISIONARY COMMUNICATIONS, IN			589.73
00574654	CENTURYLINK	120.72		
00574655	WATERCO OF THE PACIFIC NORTH	241.26		
00574656	THE FIG TREE/SPOKANE	500.00		
00574657	TANNER MCGUIRE	10.00		
00574658	JEROME LANIER	1,000.00		
00574659	SERGEY A YERMOLA	103.20		
00574660	CHERRY KELLY	101.27		
00574661	ELIZABETH RAINEY	52.00		
00574662	NANCEE D SCROGGIN	139.00		
00574663	CONCRETE CONSERVATION	1,556.19		
00574664	MOVHER LLC	223.04		
00574665	LARIVIERE EQUIPMENT EXCAVATI	3,000.00		
00574666	ADELINDA SMITH	1,077.09		
00574667	MOJO REPROGRAHICS LLC	141.57		
00574668	MULTICARE HEALTH SYSTEMS	697.00		
00574669	NEWSDATA LLC	1,513.71		
00574670	OCCUPATIONAL HEALTH CENTERS	118.50		
00574671	SPOKANE CITY TREASURER	110.00		
00574672	SPOKANE CITY TREASURER	304.17		
80082261	ACCELERATED DATA SYSTEMS INC			
80082262	INLAND NW AGC APPRENTICESHIP			
80082263	ALLIED ENVELOPE			44.67
80082264	NORTHWEST INDUSTRIAL SERVICE	1,785.74		
80082265	AVISTA UTILITIES	13,589.76		
80082266	CINTAS CORPORATION NO 3	193.84		
80082267	CITY SERVICE VALCON LLC	2,361.19		4,343.11
80082268	COMPUNET INC	1,303.62		
80082269	STEVE CONNER			13,280.91
80082270	CREEK AT QUALCHAN GOLF COUR			12,312.43
80082271	DELL MARKETING LP	3,295.09		89.84
80082272	ELJAY OIL CO INC	664.55		
80082273	FASTENAL CO	416.88		
80082274	FEDERAL EXPRESS CORP/DBA FED	573.66		
80082275	GENERAL KINEMATICS CORPORATI	1,358.47		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80082276	GRAPHIC ART PRODUCTIONS DBA			352.84



80082277	INLAND ENVIRONMENTAL RESOURC	7,084.33	
80082278	INNOVYZE INC	3,332.34	
80082279	K & N ELECTRIC MOTORS INC	2,519.29	
80082280	KEMIRA WATER SOLUTIONS INC	37,744.83	
80082281	KRONOS INCORPORATED	270.00	
80082282	MMCITE 7 LLC		2,197.50
80082283	NALCO CO	32.58	
80082284	NORCO INC	1,761.09	
80082285	OXARC INC		2,228.20
80082286	THE PART WORKS INC		5,418.81
80082287	PETE LIEN & SONS INC	23,015.10	
80082288	PLANET TURF		7,043.98
80082289	RAINIER ENVIRONMENTAL	900.00	
80082290	SANDBAGGERS CLUB LLC		9,638.78
80082291	SIMPLOT PARTNERS		2,066.12
80082292	SHI CORP	61.62	
80082293	SOIL TECHNOLOGIES CORP		569.00
80082294	SPECIALTY ENVIRONMENTAL GROU		
80082295	SPOKANE AREA WORKFORCE		
80082296	SPOKANE COUNTY TREASURER	2,404.08	
80082297	SPOKANE HOUSING AUTHORITY		
80082298	ST JOHN'S PROPERTIES		
80082299	STELLAR INDUSTRIAL SUPPLY IN	771.95	
80082300	T & T GOLF MANAGEMENT INC		19,541.21
80082301	THE GUARDIANS FOUNDATION INC		
80082302	TRAFFIC SAFETY SUPPLY INC	35,025.51	
80082303	TWO RIVERS TERMINAL LLC	4,307.97	
80082304	VERIZON WIRELESS	3,377.97	
80082305	WA STATE DEPT OF ECOLOGY		40.00
80082306	DOBBS HEAVY DUTY HOLDINGS LL		856.86
80082307	WILBUR ELLIS COMPANY		323.69
80082308	YFA CONNECTIONS		
80082309	YWCA		
80082310	ACRANET CBS BRANCH/DIV OF	240.00	
80082311	ACTION MATERIALS	739.89	
80082312	ALSCO DIVISION OF ALSCO INC	1,202.55	
80082313	NORTHWEST INDUSTRIAL SERVICE	195.00	
80082314	ARAMARK UNIFORM SERVICES	6,179.75	
80082315	AVISTA UTILITIES	55.75	3,250.47
80082316	BAKER & TAYLOR BOOKS		6,020.41
80082317	CENGAGE LEARNING INC		129.23
80082318	CI TECHNOLOGIES, INC	1,061.21	
80082319	CINTAS CORPORATION NO 3	925.11	
80082320	CONNELL OIL INC	1,090.19	
80082321	COPIERS NORTHWEST INC	484.08	
80082322	CW NIELSEN MFG CORP	587.52	
80082323	DEVRIES INFORMATION MANAGEME	105.00	
80082324	SHELLEY FAIRWEATHER-VEGA		54.45
80082325	FASTENAL CO	472.76	
80082326	GALLS LLC	6,011.28	
80082327	GORDON TRUCK CENTERS INC DBA	1,439.86	
80082328	GORLEY LOGISTICS LLC	40.71	

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80082329	GRAINGER INC	231.73		
80082330	HALME CONSTRUCTION INC	249,683.81		
80082331	HASKINS STEEL CO INC	10,235.52		
80082332	INLAND PACIFIC HOSE & FITTIN	91.51		
80082333	KANOPY INC		2,535.00	

80082334	L N CURTIS & SONS	2,145.33		
80082335	LEXIS-NEXIS RISK & ANALYTICS	163.35		
80082336	MICROSOFT CORPORATION		1,200.00	
80082337	MIDWEST TAPE		219.61	
80082338	MUNICIPAL EMERGENCY SERVICES	650.94		
80082339	NAPA AUTO PARTS	698.24		
80082340	NORCO INC	462.83		
80082341	OCLC INC		7,150.32	
80082342	OVERHEAD DOOR CO OF SPOKANE		2,245.24	
80082343	RECORDED BOOKS INC		45.30	
80082344	SITEONE LANDSCAPE SUPPLY LLC	375.88		
80082345	SPOKANE COUNTY TREASURER	12,740.70		
80082346	SPOKANE TRANSIT AUTHORITY		10,837.47	
80082347	STATISTA INC		4,113.56	
80082348	LARIVIERE INC	32,755.41		
80082349	VERIZON WIRELESS			
80082350	CATHERINE G BAKKEN		42.55	
80082351	JASON KEEN	88.26		
80082352	ANA L KRUGER		66.99	
80082353	ACTION MATERIALS	164.94		
80082354	AMERIGAS PROPANE LP	273.99		
80082355	ARAMARK UNIFORM SERVICES	225.52		
80082356	AVISTA UTILITIES	135,740.29	115.82	
80082357	BECKER BUICK-GMC INC	98.57		
80082358	BRIDGESTONE AMERICAS INC	4,084.13		
80082359	BUCK'S TIRE & AUTOMOTIVE	696.86		
80082360	C & C YARD CARE	683.90		
80082361	CINTAS CORPORATION NO 3	2,611.20		
80082362	CITY SERVICE VALCON LLC	36,033.90		
80082363	CONNELL OIL INC	607.27		
80082364	COPIERS NORTHWEST INC	134.06		
80082365	CUMMINS NORTHWEST LLC	2,765.29		
80082366	DEVRIES INFORMATION MANAGEME	15.00		
80082367	DME FORENSICS INCORPORATED	3,495.00		
80082368	ELJAY OIL CO INC	1,246.64		
80082369	EVERGREEN STATE TOWING LLC	362.64		
80082370	THE FA BARTLETT TREE EXPERT			5,721.34
80082371	FLEETCOR TECHNOLOGIES INC	8,781.84		
80082372	FROSTY ICE/DIV OF R PLUM COR	91.74		
80082373	GARCO CONSTRUCTION INC		519,053.39	
80082374	GORDON TRUCK CENTERS INC DBA	1,607.28		
80082375	GRAINGER INC	191.53		
80082376	GROUP 4 ARCHITECTURE,RESEARC		170,138.58	
80082377	HELVETICKA INC		12,856.37	
80082378	INLAND PACIFIC HOSE & FITTIN	43.08		
80082379	JRM ENTERPRISES INC	2,358.00		
80082380	LEONE & KEEBLE INC		559,052.23	
80082381	LITHIA OF SPOKANE INC	1,074.55		

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80082382	LUCI CREATIVE LLC		29,190.00	
80082383	MCKINSTRY ESSENTION LLC		1,400.00	
80082384	MOTION AUTO SUPPLY	482.56		
80082385	MOTION INDUSTRIES INC	53.59		
80082386	NAPA AUTO PARTS	1,461.25		
80082387	NORCO INC	105.83		
80082388	OVERDRIVE INC		2,353.59	
80082389	OXARC INC	1,336.77		
80082390	PAPE MACHINERY INC	294.78		

80082391	PREMERA BLUE CROSS OR	562,794.03	
80082392	ROGERS MACHINERY COMPANY INC	1,009.19	
80082393	SAFETY KLEEN CORPORATION	11,921.50	
80082394	SOLID WASTE SYSTEMS INC	2,237.49	
80082395	SPOKANE COUNTY TREASURER	92.25	
80082396	BRAD L WHITE	1,089.00	
80082397	THOMSON WEST	7,037.12	
80082398	TITAN TRUCK EQUIPMENT	410.25	
80082399	TRANSPORT EQUIPMENT INC	1,595.74	
80082400	US BANK OR CITY TREASURER	30,301.61	
80082401	VERIZON WIRELESS	5,470.93	
80082402	WALKER CONSTRUCTION INC		499,215.92
80082403	DOBBS HEAVY DUTY HOLDINGS LL	2,115.07	
80082404	WESTERN STATES EQUIPMENT CO	794.34	
80082405	WILLIS TOWERS WATSON	1,527,013.23	
80082406	WINGFOOT COMMERCIAL TIRE	269.89	
80082407	ABM JANITORIAL SERVICES SOUT	3,522.48	
80082408	AECOM TECHNICAL SERVICES INC	511.29	
80082409	AMERICAN TRAFFIC SOLUTIONS I	56,139.18	
80082410	AMERIGAS PROPANE LP		338.14
80082411	ANATEK LABS INC	50.00	
80082412	BERGER PARTNERSHIP PS		4,305.00
80082413	BERNARDO-WILLS ARCHITECTS PC		5,687.50
80082414	CATHOLIC CHARITIES		
80082415	CENTURY WEST ENGINEERING COR	5,985.74	
80082416	COMCAST		66.36
80082417	COMPUNET INC	13,068.00	
80082418	CONTROL SOLUTIONS NW INC	2,294.79	
80082419	DIXON RESOURCES UNLIMITED	8,950.00	
80082420	DUNCAN PARKING TECHNOLOGIES	3,696.00	
80082421	ENTERPRISE FM TRUST		2,775.51
80082422	EVERGREEN STATE TOWING LLC	11,979.00	
80082423	THE FA BARTLETT TREE EXPERT		2,352.24
80082424	FIREPOWER INC	222.16	
80082425	FULCRUM ENVIRONMENTAL	5,750.00	
80082426	GALLS LLC	681.68	48.99
80082427	GALL'S INC		17.38
80082428	GOODWILL INDUSTRIES OF THE		
80082429	HILL INTERNATIONAL INC		4,550.70
80082430	KOFF & ASSOCIATES	2,790.00	
80082431	FRIENDS OF KSPS	3,121.06	
80082432	LANGUAGE SERVICES ASSOC INC	546.35	
80082433	MACKIN & LITTLE INC	7,297.80	
80082434	MARTIN LUTHER KING JR FAMILY	58,333.32	

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 38

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 09/21/20  
TIME: 07:30  
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80082435	MEGA WASH LLC	5,219.70		
80082436	NORTHWEST OPEN ACCESS NETWOR	3,630.00		
80082437	NOVUS AUTO GLASS	455.44		
80082438	OIL RE-REFINING CO INC	269.10		
80082439	OXARC INC			61.16
80082440	PARAMETRIX INC	4,691.25		
80082441	POINTE PEST CONTROL	1,464.71		
80082442	LEO EDWARD POORT	11,750.00		
80082443	QUANTIX INC/ENTERTAINMENT			550.86
80082444	ROGUE HEART MEDIA INC	7,859.81		
80082445	SIGNS FOR SUCCESS INC			357.81
80082446	SPOKANE NEIGHBORHOOD ACTION			
80082447	DR LOUIS C SOWERS	1,200.00		

80082448	SPOKANE POLICE CHAPLAINCY	9,375.00	
80082449	SPRING ENVIRONMENTAL INC	495.00	
80082450	TC SHERRY & ASSOCIATES PS db		6,850.00
80082451	ST ANN PARISH	475.00	
80082452	STANTEC CONSULTING SERVICES	20,298.75	
80082453	STRATA GEOTECHNICAL ENGINEER		4,578.75
80082454	SUMMIT LAW GROUP PLLC	11,986.50	
80082455	TOBY'S BODY & FENDER INC	3,956.82	
80082456	TRANSITIONS DBA TRANSITIONAL		
80082457	ULUPALAKUA RANCH INC		
80082458	URBSWORKS INC	4,000.00	
80082459	VERIZON WIRELESS		4,470.46
80082460	VOLT MANAGEMENT CORP	18,948.00	
80082461	VOLUNTEERS OF AMERICA OF		
80082462	WESLEY HOWARD MORRIS	665.00	
80082463	WEST CENTRAL COMMUNITY	28,432.21	
80082464	WINGFOOT COMMERCIAL TIRE	211.15	
80082465	XO COMMUNICATIONS INC		286.64
80082466	YWCA		
80082467	ZAYO GROUP HOLDINGS INC	1,433.14	
80082468	ACTION MEDICAL INC	105.91	
80082469	NORTHWEST INDUSTRIAL SERVICE	325.00	
80082470	BECKWITH & KUFFEL INDUSTRIAL	1,206.23	
80082471	COMCAST	325.24	
80082472	CREEK AT QUALCHAN GOLF COURS		8,074.60
80082473	DELTA DENTAL OF WASHINGTON	31,116.13	
80082474	DEVRIES INFORMATION MANAGEME	211.50	
80082475	DIVCO INC	380.27	
80082476	DUNDEE CONCRETE & LANDSCAPE	97,138.80	
80082477	ELJAY OIL CO INC	2,256.76	
80082478	THE FA BARTLETT TREE EXPERT	7,410.37	
80082479	FASTENAL CO	988.27	
80082480	FERGUSON ENTERPRISES INC	7,881.64	
80082481	FLEETCOR TECHNOLOGIES INC	8,046.35	
80082482	GORLEY LOGISTICS LLC	155.30	
80082483	KAISER FOUNDATION HEALTH PLA	130,229.00	
80082484	INLAND ENVIRONMENTAL RESOURC	13,874.95	
80082485	J & T'S LAWN CARE INC	539.06	
80082486	KRUEGER SHEET METAL COMPANY	470.18	
80082487	LSB CONSULTING ENGINEERS PLL	19,082.50	

REPORT: PG3640

SYSTEM: FMSAP

USER: MANAGER

RUN NO: 38

CITY OF SPOKANE

COUNCIL CHECK RANGE/TOTAL

DATE: 09/21/20

TIME: 07:30

PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80082488	MAX J KUNEY COMPANY	307,222.92		
80082489	NALCO CO	2,027.39		
80082490	NORCO INC	123.74		
80082491	NORTHSTAR CHEMICAL INC	5,763.86		
80082492	PETE LIEN & SONS INC	7,968.77		
80082493	SANDBAGGERS CLUB LLC			6,535.78
80082494	SPOKANE COUNTY FIRE DIST 10	61,214.99		
80082495	SPOKANE INT'L AIRPORT	97.60		
80082496	STARPLEX CORP	1,870.00		9,790.00
80082497	SVL ANALYTICAL INC	126.00		
80082498	T & T GOLF MANAGEMENT INC			18,044.43
80082499	VERIZON WIRELESS	1,604.31		
80082500	WA STATE DEPT/TRANSPORTATION	107.88		
80082501	WA STATE DEPT OF ECOLOGY	780.00		
		4,249,400.27	1,838,006.23	181,874.86
				=====

CITYWIDE TOTAL:

6,891,207.68



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/14/20

**Type of expenditure:** Goods ☐ Services ☐

**Department:** ACCOUNTING

**Approving Supervisor:**

**Amount of Proposed Expenditure:** N/A

**Funding Source:** N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

N/A

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

N/A

**Person Submitting Form/Contact:** LEONARD DAVIS

**FINANCE SIGNATURE:**

\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

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

09/28/2020

<u>Date Rec'd</u>	9/23/2020
<u>Clerk's File #</u>	CPR 2020-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: September 19, 2020. Payroll check #557557 through check #557636 \$7,630,198.14

**Summary (Background)**

N/A

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 7,630,198.14	# N/A
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session\Other</u></b>
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b>
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>
<b><u>Legal</u></b>	PICCOLO, MIKE	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
Additional Approvals		
<b><u>Purchasing</u></b>		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 09/23/2020

**Type of expenditure:**

Goods



Services



**Department:** All

**Approving Supervisor:** NA

**Amount of Proposed Expenditure:** NA

**Funding Source:** NA

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

NA

**What are the impacts if expenses are deferred?**

NA

**What alternative resources have been considered?**

NA

**Description of the goods or service and any additional information?**

NA

**Person Submitting Form/Contact:** NA

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---



**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING SEPTEMBER 19, 2020**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	9,022.65
0230	CIVIL SERVICE	29,995.11
0260	CITY CLERK	17,371.22
0320	COUNCIL	47,023.02
0330	PUBLIC AFFAIRS / COMMUNICATIONS	28,434.40
0370	ENGINEERING SERVICES	168,915.24
0410	FINANCE	10,821.60
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,327.20
0450	CD/HS DIVISION	2,600.80
0470	HISTORIC PRESERVATION	6,164.05
0500	LEGAL	122,185.07
0520	MAYOR	28,743.80
0550	NEIGHBORHOOD SERVICES	7,099.20
05601	MUNICIPAL COURT	114,104.37
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,549.60
0620	HUMAN RESOURCES	30,094.41
0650	PLANNING SERVICES	44,663.20
0680	POLICE	1,692,316.21
0690	PROBATION SERVICES	37,824.01
0700	PUBLIC DEFENDERS	84,876.91
0750	ECONOMIC DEVELOPMENT	3,531.20
0860	TREASURER	20,301.62
	TOTAL GENERAL FUND	2,525,964.89

FUND	FUND NAME	TOTAL
1100	STREET	266,105.53
1200	CODE ENFORCEMENT	47,623.87
1300	LIBRARY	179,179.96
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	242,252.48
1460	PARKING METER	38,025.82
1510	LAW ENFORCEMENT INFO SYSTEM FUND	4,074.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	14,499.86
1625	PUBLIC SAFETY PERSONNEL	148,805.81
1630	COMBINED COMMUNICATIONS CENTER	36,690.52
1680	CD/HS	57,545.61
1970	EMS FUND	1,637,752.07
4100	WATER	435,067.82
4250	INTEGRATED CAPITAL FUND	46,287.04
4300	SEWER	524,295.80
4480	REFUSE	617,517.18
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	54,675.48
4700	GENERAL SERVICES FUND	157,816.24
5100	FLEET SERVICE	91,521.69
5200	PUBLIC WORKS & UTILITY FUND	52,060.19
5300	MIS	172,164.25
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	19,658.40
5600	ACCOUNTING SERVICES	104,920.18
5700	MY SPOKANE	28,845.17
5750	PROJECT MANAGEMENT OFFICE	24,194.40
5810	WORKER'S COMPENSATION	51,866.78
5830	SELF-FUNDED MEDICAL/DENTAL	8,939.20
5900	ASSET MANAGEMENT	21,725.09
6060	CITY RETIREMENT	11,016.81
6750	REGIONAL PLAN	0.00
TOTAL		7,630,198.14

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, September 10, 2020**

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:02 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Cathcart, Mumm, and Wilkerson were present via Webex. Council Members Kinnear and Stratton were absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee’s Ninth Updated Proclamation 20-28.9, on September 2, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through October 1, 2020.

The purpose of the meeting was to hold discussion on the following topics:

- Know Your City Council Panel
- Council Administrative Updates on 2021 Budget Process
- September 14, 2020, Legislative Meeting Procedures

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

Council Member Wilkerson left at 12:17 p.m.

The meeting adjourned at 12:18 p.m.

Minutes prepared and submitted for publication in the September 30, 2020, issue of the Official Gazette.

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2020.

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Breean Beggs  
City Council President

## MINUTES OF SPOKANE CITY COUNCIL

Monday, September 14, 2020

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Ninth Updated Proclamation 20-28.9, dated September 2, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through October 1, 2020. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

#### Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Kinnear, Mumm, and Stratton attended the meeting via WebEx.)

City Administrator Wes Crago (also attending via WebEx), City Council Policy Advisor Brian McClatchey (also attended the meeting via WebEx), and City Clerk Terri Pfister were also present.

#### Advance Agenda Review

The City Council received an overview from staff on the September 21, 2020, Advance Agenda items.

#### Action to Approve September 21, 2020, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the September 21, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to approve** the Advance Agenda for Monday, September 21, 2020; **carried unanimously.**

### ADMINISTRATIVE SESSION

## **Current Agenda Review**

The City Council reviewed the September 14, 2020, Current Agenda for changes.

### Council Suspension of the Rules

**Motion** by Council Member Mumm, seconded by Council Member Kinnear, **to suspend** Council Rules; **carried unanimously**.

### Action to Move Ordinances from 6:00 p.m. Legislative Session to 3:30 p.m. Administrative Session

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to move** the following four ordinances from the 6:00 p.m. Legislative Session and add to the 3:30 p.m. Administrative Session to free up time for testimony on the fluoride issue at 6:00 p.m.: C35935, C35938, C35932, and C35926; **carried unanimously**.

### Resolution 2020-0068

**Motion** by Council Member Mumm, seconded by Wilkerson, **to add** Resolution 2020-0068 ratifying the Mayor's contract with SREC, with the caveat that it does not commit the Council to anything; that it is just an extension with some changes made to the agreement; **carried unanimously**.

### Resolution 2020-0066

**Motion** by Council Member Mumm, seconded by Council Member Burke, **to defer** Resolution 2020-0066 (declaring Clean Energy a sole source provider for repairs and maintenance of the City of Spokane CNG Refueling Station) to September 21, 2020, agenda; **carried unanimously**.

### Grant Agreement with ARCORA Foundation (OPR 2020-0694)

Following commentary by Council President Beggs, the following actions were taken:

**Motion** by Council Member Kinnear, seconded by Council Member Mumm, **to substitute** the new version of \*OPR 2020-0694 (Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation) that was circulated to City Council by (City Council Policy Advisor) Brian McClatchey today (September 14) (and thereby replace the previously filed version); **carried unanimously**.

**Motion** by Council Member Cathcart, seconded by Council Member Burke, **to indefinitely defer** \*OPR 2020-0694 as substituted; **rejected 1-6 (Council Member Cathcart voting "aye" and Council President Beggs and Council Member Burke, Kinnear, Mumm, Stratton, and Wilkerson voting "no")**.

Council Member Burke requested the Grant Agreement with ARCORA Foundation be considered during tonight's 6:00 p.m. Legislative Session.

\*[Clerical Note: It was discovered following the City Council meeting that OPR 2020-0693 is already assigned to another contract and the City Clerk File Number appearing on the City Council's agenda for this item should have read OPR 2020-0694 (not OPR 2020-0693). The City Council's motions have been clerically corrected to reflect the correct assigned number of OPR 2020-0694.]

**Consideration of Legislative Agenda Items: Ordinances C35935, C35938, C35932, and C35926; Resolution 2020-0068; and Ordinance C35936**

Special Budget Ordinance C35935 (Council Sponsor: Council President Beggs)

Subsequent to an overview by Mathew Davis of CHHS and the opportunity for Council inquiry and commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35935** amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Human Services Grants Fund

FROM: Department of Housing & Urban Development, \$3,362,228;

TO: Various accounts, same amount.

(This action provides funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.)

Emergency Ordinance C35938 (Council Sponsor: Council Member Stratton)

Subsequent to an overview by Chief Financial Officer Tonya Wallace and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35938** relating to amendments to the For Hire Transportation sections of SMC chapter 04.04.02 and chapter 10.34A, amending sections 04.04.020, 10.34A.020, 10.34A.080, 10.34A.140, 10.34A.170, and 10.34A.220 of the Spokane Municipal Code.

Final Reading Ordinance C35932 (Council Sponsor: Council President Beggs)

Subsequent to an opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35932** amending Ordinance C34840 that vacated the Alley

between Cowley Street and Grant Street from East Riverside Avenue South to Alley.

Final Reading Ordinance C35926 (Council Sponsor: Council President Beggs)

Subsequent to an opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35926** vacating portions of Cleveland Avenue and Nevada Street in the City of Spokane.

Resolution 2020-0068

Subsequent to a full reading of the resolution by the City Clerk and commentary by Council President Beggs, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0068** ratifying the Mayor's Declaration of Emergency and Authorization to Execute the First Amendment to the Agreement between the City of Spokane and Spokane Regional Emergency Communication Regarding Temporary 9-1-1 Dispatch Backup Support Services.

Emergency Ordinance C35936 (Council Sponsor: Council President Beggs)

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart (and Council Members Mumm and Burke), **to table indefinitely** Emergency Ordinance C35936 regarding fluoridation in municipal water; **carried unanimously**.

## **CONSENT AGENDA**

**Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:**

First Amendment/Extension of the Amended Water Supply Agreement with the City of Airway Heights for short-term supplemental emergency water from the City of Spokane effective June 15, 2020, through June 15, 2021. (As Amended by City Council on August 24, 2020) (Deferred from August 31, 2020, Agenda) (OPR 1984-0475)

Purchase by Fleet Services from Titan Truck Equipment (Spokane) of one Ford F550 with Duralift for the Street Department—\$153,496.73. (OPR 2020-0689)

Value Blanket with PEWAG Traction Chain, Inc. for the purchase of Tire Chains for City Vehicles for a term of two years, with three additional one-year renewals—\$80,000 per year. (OPR 2020-0691)

Recommendation to list the Dodson Building, 218-220 N. Bernard Street, on the Spokane Register of Historic Places. (OPR 220-0692)

Contract Amendment with Wilson & Company for increased cost associated with adding Wilson Inspection for the COS Regal/Cleveland/Grace Water & Sewer replacement project—\$47,580. Total contract amount: \$138,660. (OPR 2020-0693)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 28, 2020, total \$15,036,856.48 (Check Nos. 573987 through 574159; ACH Nos. 81567 through 81809), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$12,975,287.78.
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through September 4, 2020, total \$4,839,791.90 (Check Nos. 574160 through 574321; ACH Nos.: 81810 through 82058), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,701,999.08.
- c. Payroll claims of previously approved obligations through September 5, 2020: \$7,364,951.38 (Payroll Check Nos. 557464 through 557556).

City Council Meeting Minutes: September 3, 2020.

### **Council Recess/Executive Session**

The City Council adjourned at 4:34 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey attended the meeting via WebEx and City Clerk Terri Pfister was present on the dais in Council Chambers.

### **MAYORAL PROCLAMATION**

September 18, 2020      *POW MIA Recognition Day*

Council Member Cathcart read the proclamation. The United States National POW MIA Recognition Day is observed across the nation on the third Friday of September each



year. Americans take time to remember those who were prisoners of war and those who are missing in action as well as their families. Ensign John R. Monaghan, Post 51, Veterans of Foreign Wars, has recognized that 83,000 American service personnel are still missing in action. These service men and women are assumed dead, but are still unaccounted for. Ensign John R. Monaghan, Post 51, Veterans of Foreign Wars, shall observe the 18<sup>th</sup> of September 2020 to pause to remember the sacrifices and service of those who were prisoner of war, as well as those who are missing in action. The proclamation encourages all citizens to join in paying tribute to all American POWs and those missing in action who valiantly served our country.

## **COUNCIL SALUTATION**

### **Recognition of the Public Service of Lois J. Stratton (Mother of Council Member Stratton)**

Council Member Kinnear read a Council Salutation in recognition of Lois J. Stratton who recently passed away. Lois Stratton, former Washington State representative and senator, was a native daughter born on the Spokane Indian Reservation. In 1979, Lois was appointed to the Washington State House of Representatives. After three successful campaigns to keep her House seat, she was elected to State Senate in 1985, serving until her retirement in 1993. Lois supported programs that empowered women, children, and families, serving on the Governor's Commission on Children and many other boards and commissions. Lois was well known for her willingness to cross party lines to vote for issues important to Eastern Washington, sometimes at great personal cost. Lois was also known for her exceptional one-liners and sense of humor that made her beloved to all who knew her.

Council Member Kinnear shared the following quote of Lois J. Stratton:

*"Public service is an honorable and humbling profession. It is all about caring. Public service is caring for you neighbors, your city, your state and your country. When we truly care for our children and families – their health, welfare, safety and education – we make a difference today and invest in the future. Looking back on my life, I cannot imagine doing anything different. For me, being involved in my community has been good for my soul – and I treasure the memories of the people I have met along the way. Hopefully, I have made my corner of the world better than I found it."*

The Council salutes Lois J. Stratton for her service to the City of Spokane and its citizens. Council President Beggs called for a moment of silence in recognition of Ms. Stratton's recent passing.

There was no **City Administration Report**.

There were no **Boards and Commissions Appointments**.

There were no **Council Committee Reports**.

**Open Forum** was not held.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

For Council action on Special Budget Ordinance C35935, see section of minutes under 3:30 p.m. Administrative Session.

### **EMERGENCY ORDINANCES**

For Council action on Emergency Ordinance C35936, see section of minutes under 3:30 p.m. Administrative Session.

For Council action on Emergency Ordinance C35936, see section of minutes under 3:30 p.m. Administrative Session.

### **RESOLUTIONS**

For Council action on Resolution 2020-0066, see section of minutes under 3:30 p.m. Administrative Session.

For Council action on Resolution 2020-0068, see section of minutes under 3:30 p.m. Administrative Session.

### **FINAL READING ORDINANCES**

For Council action on Final Reading Ordinance C35932, see section of minutes under 3:30 p.m. Administrative Session.

For Council action on Final Reading Ordinance C35926, see section of minutes under 3:30 p.m. Administrative Session.

### **FIRST READING ORDINANCES**

**The following Ordinances were read for the first time, with further action deferred:**

- ORD C35939** Amending Ordinance C32481 passed by City Council on August 30, 1999, that amended Ordinance C29198 passed by City Council September 6, 1988, pertaining to the vacation of Carlisle Avenue. (Council Sponsor: Council President Beggs)
- ORD C35940** Amending Ordinance No. C-34470, which created the Spokane University District Revitalization Area. (Council Sponsor: Council President Beggs)

For Council action on First Reading Ordinance C35937, see section of minutes under "Hearings."

## **SPECIAL CONSIDERATIONS**

### **Grant Agreement with ARCORA Foundation**

The City Council considered the Grant Agreement with ARCORA Foundation. Subsequent to an overview by Council President Beggs, considerable public testimony from opponents and proponents of the matter, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Cathcart "no"),** the City Council **approved** the Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation (\$4,000,000).

(During consideration of the above matter, the City Council took breaks from 7:23 p.m. to 7:30 p.m. and from 8:26 p.m. to 8:32 p.m.)

## **HEARINGS**

### **Vacation of Various Right-of-ways South of East North Foothills Drive and West of Perry Street and Related First Reading Ordinance C35937 (Council Sponsor: Council President Beggs)**

The City Council held hearing on the above-referenced matter. Eldon Brown, Principal Engineer of Planning and Development Services, provided an overview of the matter. Subsequent to an opportunity for public testimony, with no individuals signed up to speak, and brief Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **approved, subject to conditions** (in the Street Vacation Report dated September 1, 2020), the vacation of various right-of-ways south of E. North Foothills Dr. and west of

Perry St., as requested by the Spokane School District to accommodate the NE Middle School.

In conjunction with the hearing, First Reading Ordinance C35937—vacation of various right-of-ways south of E. North Foothills Dr. and west of Perry St.—was read for the first time, with further action deferred.

**Second Open Forum** was not held.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 10:10 p.m.

Minutes prepared and submitted for publication in the September 23, 2020, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2020.

---

Breean Beggs  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, September 17, 2020**

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:01 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Cathcart, Stratton, and Wilkerson were present via Webex. Council Member Mumm arrived at 11:02 a.m. and Council Member Kinnear arrived at 11:03 a.m. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee's Ninth Updated Proclamation 20-28.9, on September 2, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through October 1, 2020.

The purpose of the meeting was to hold discussion on the following topics:

- Rate Setting: Water/Wastewater Projections

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

The meeting adjourned at 12:34 p.m.

Minutes prepared and submitted for publication in the September 30, 2020, issue of the Official Gazette.

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2020.

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Breean Beggs  
City Council President

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

09/28/2020

Date Rec'd

9/21/2020

Clerk's File #

OPR 2020-0732

Renews #Cross Ref #Submitting Dept

FIRE

Contact Name/Phone

BRIAN SCHAEFFER X7001

Project #Contact E-Mail

BSCHAEFFER@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR21967

Agenda Item Name

1970 CONTRACT WITH INTTERRA, INC. FOR COVID SOFTWARE &amp; IMPLEMENTATION

Agenda Wording

This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.

Summary (Background)

Our EMS providers and fire crews need the most recent and revealing information available at their fingertips-before they arrive. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health, and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ \$32,251 (2020 funds)

# 5901-79125-22200-53104-54913

Expense \$ \$39,204 (2021 funds)

# 5901-79125-22200-53104-54913

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session\Other

09/28/20 PIES

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CM Kinnear

Finance

BUSTOS, KIM

Distribution ListLegal

ODLE, MARI

fireaccounting@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbustos@spokanecity.org

Additional ApprovalsPurchasingGRANTS &CONTRACT MGMT

STOPHER, SALLY

## Briefing Paper

### Public Infrastructure, Environment, & Sustainability (PIES) Committee

<b>Division &amp; Department:</b>	Public Safety ~ Fire
<b>Subject:</b>	Contract for COVID response software & implementation
<b>Date:</b>	09/21/2020
<b>Author (email &amp; phone):</b>	Brian Schaeffer , <a href="mailto:bschaeffer@spokanecity.org">bschaeffer@spokanecity.org</a> , 625-7001
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Brian Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve contract
<p><u>Background/History:</u>          Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips--before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health, and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.</p> <p>Estimated first year costs are \$71,455 including sales tax, which includes 3 free months (Oct-Dec 2020).</p>	
<p><u>Executive Summary:</u>          This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.</p> <p>Intterra's unique COVID tools provide real time situational awareness for responders and command staff for all risks during pandemic response, from managing road closures and access barriers to mutual aid and response time planning.</p>	
<p><u>Budget Impact:</u>          Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A          Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A          If new, specify funding source: CARES grant          Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u>          Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A          Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A          Specify changes required:          Known challenges/barriers: Known challenges/barriers:</p>	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 09/18/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** Fire

**Approving Supervisor:** Brian Schaeffer, X7001

**Amount of Proposed Expenditure:** \$71,455 including sales tax

**Funding Source:** 0020-93529-19990-53104 (CARES grant)

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Intterra Software & Implementation for COVID Response, Patter/Cluster Recognition and Deployment Planning for pandemic and disaster response/planning.

**What are the impacts if expenses are deferred?**

Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips--before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health, and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that

**What alternative resources have been considered?**

Fire Administration has researched software and there are no tools available with the current capacity. The only alternatives are to purchase other single-role programs and add to staff to integrate them (e.g., Planning software, Pandemic Surveillance software, Response/CAD integration software... etc).

**Description of the goods or service and any additional information?**

This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.

Intterra's unique COVID tools provide real time situational awareness for responders and command staff for all risks during pandemic response, from managing road closures and access barriers to

**Person Submitting Form/Contact:** Brian Schaeffer

**FINANCE SIGNATURE:**

DocuSigned by:  
  
 CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_





**City of Spokane**

**CONTRACT**

Title: **COVID DEPLOYMENT SOFTWARE  
AND IMPLEMENTATION**

THIS CONTRACT is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **INTTERRA, INC.**, whose address is 3740 Dacoro Lane, Suite 200, Castle Rock, Colorado 80109, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Contractor was selected using emergency procurement as allowed by the City of Spokane's Executive Declaration of Civil Emergency or Disaster issued by Mayor Woodward and ratified and amended by the Spokane City Council by Resolution No. 2020-20 on March 16, 2020.*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with COVID Deployment Software and Implementation in accordance with Company's Proposal dated August 31, 2020, attached as Exhibit B, Company's Terms of Use Agreement attached as Exhibit C, Company's End User Agreement attached as Exhibit D, and Company's Privacy Policy attached as Exhibit E. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin October 1, 2020, and run through December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **SEVENTY ONE THOUSAND FOUR HUNDRED FIFTY FIVE AND NO/100 DOLLARS (\$71,455.00)**, including tax if applicable, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Fire Department, 44 West Riverside Avenue, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the

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

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event

of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will endeavor to give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. 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.

**INTTERRA, 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 Agreement:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Intterra, Inc.'s Proposal dated August 31, 2020
- Exhibit C - Intterra, Inc.'s Terms of Use Agreement
- Exhibit D - Intterra, Inc.'s End User Agreement
- Exhibit E - Intterra, Inc.'s Privacy Policy

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
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)

**EXHIBIT B**

## **Intterra COVID Deployment Proposal:**

COVID Operations  
COVID Pre-Planning

COVID Incident management  
COVID Reporting & Analytics

Prepared for  
City of Spokane Fire Department

August 31, 2020



Prepared by  
Robert Edson- Chief Sales & Marketing Officer  
[Robert.Edson@intterragroup.com](mailto:Robert.Edson@intterragroup.com)  
303-929-6717

## Why Intterra?

*Trusted by Some of the Best Fire Professionals in the U.S.*



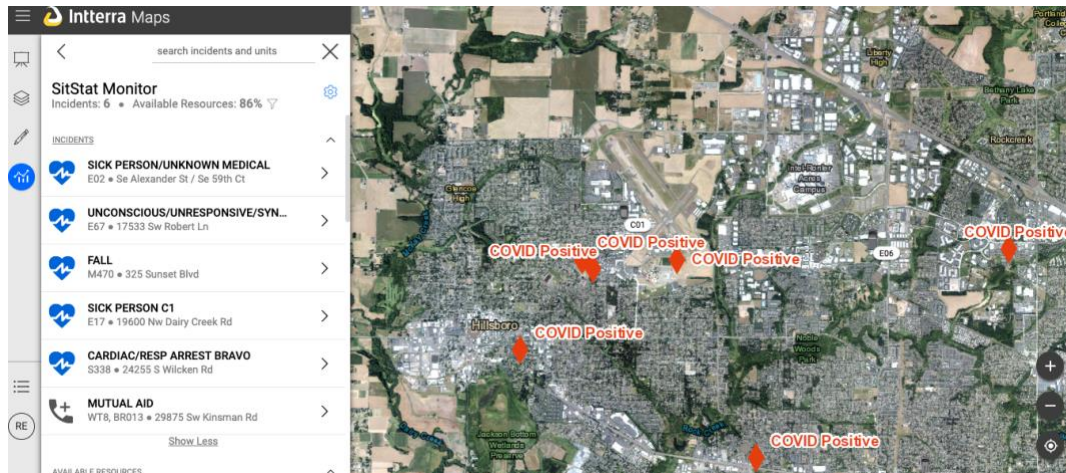
Fire agencies are gradually pivoting toward the digital transformation of data. Intterra's experience, dedication and thought leadership of staying ahead of the curve continues to prove their vision - that the collection and integration of information from various databases and sensor networks will continue to be adopted well past this decade. Intterra believes that the power of emerging information enables the fire industry a higher level of situational awareness, better decision making by providing this data in an easy to use forum. a broad scale view of a common operating picture which can be shared from the highest level of chain of the command all the way down or even from a regionalization perspective as low as to just a station level, ultimately allowing for better decision making.

Intterra's unique COVID tools provide real time situational awareness for crews and command staff for any kind of response, from managing road closures and access barriers to mutual aid and response time planning. COVID pre-planning puts data in the field for planning for COVID response, and crew awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.



## Intterra Operations for COVID

### *Real-time Situational Awareness*



Intterra is a decision support engine for the fire service. From a company officer in a rig to the chief's desk, Intterra Operations is all about providing simple, intuitive access to real-time information they need to make decisions.

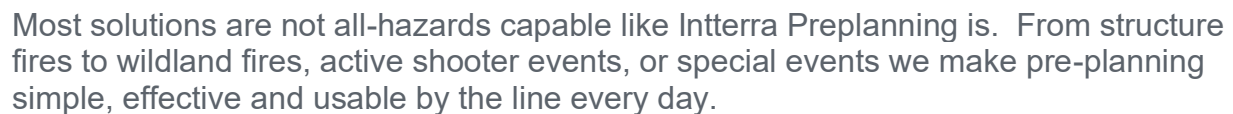
A company officer has to prepare his crew for the situation they'll face in an average of 3-5 minutes on the ride to the call. He can't do that if he's moving back and forth between applications looking for the data he needs to prepare his team to dismount and handle what's in front of them.

Intterra Operations is used all day, every day by the line. Its core mission is situational awareness; a common operating picture to minimize the "swivel chair" in an apparatus or with the Incident Commander. With the Operations module, your team is able to see the data they need in one place. Some examples of the data available include:

- CAD data
- AVL data
- Real-time incident routing
- Unit status updates in real time
- View all available/assigned resources
- Instant access to your agency GIS data layers such as Hydrants and Critical Infrastructure
- Regional data sharing for interoperability and mutual aid response.

And more...

## Intterra Preplanning for COVID

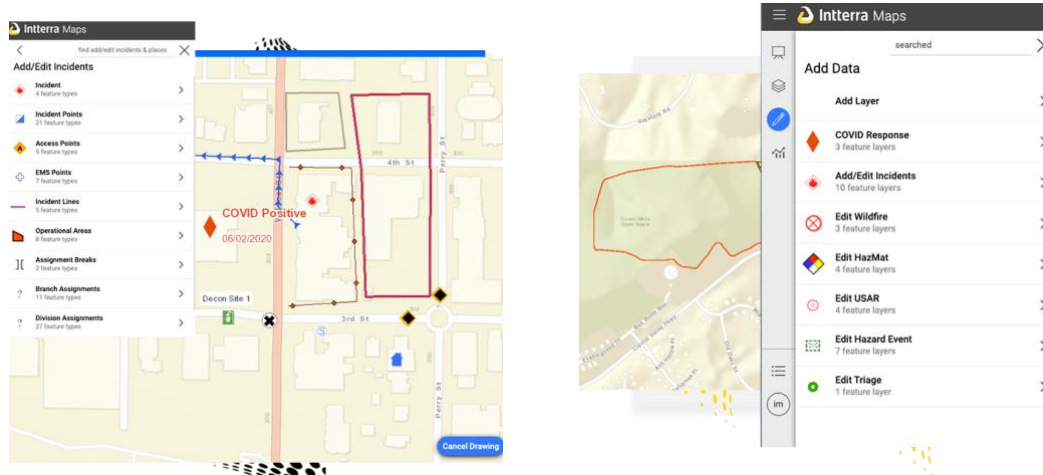


Existing pre-plan documents can be uploaded into the system, making sure that implementing Intterra preplanning leverages work already done, as well as other documents or media sources that might be useful to a responding crew.

- Capture data with ease and simplicity
- Pre-structured forms simplify data capture
- Stay current with simple on the fly editing capabilities
- Instantly upload photographs
- Upload floor plans, IAP's HAZMAT lists or other pertinent data
- Easily share with mutual aid cooperators regionally.

## Intterra Incident Management for COVID

*Your all hazards common operating picture*



Intterra Incident Management is an all-hazards real-time tactical battle map for use during any kind of event: wildfires, floods, hurricanes, tornadoes, Urban Search & Rescue, and more.

Provide real-time information to the incident commander, a crew in the field, the dispatch center and the EOC seamlessly. Use the system to brief the media and the public with up to the minute details like evacuations and current status.

Intterra Incident Management allows for the capture of data in the field, making that information instantly available to all users. Damage assessments, fire lines, division and battalion assignments, bridge weight ratings, storm tracks - you name it, Intterra can help you manage it.

- Detailed incident maps you can edit in real time – from the EOC or in the field
- Briefing Tool for disseminating key information to cooperators, stakeholders, the media or the public
- Triage tool to make quick decisions
- Damage Assessments built into the same tool you use for managing the incident
- Real time, instantly shareable

## Intterra Reporting & Analytics for COVID

*Data-Driven decision support for your agency*



**“I don’t know what I don’t know.” - Fire Chief**

More and more of our Fire Chiefs say this is what keeps them up at night. Intterra Reporting & Analytics gives you transparent, reliable visibility into your department’s data.

Becoming data-driven doesn’t mean doing reporting for the sake of reporting; it means having easy access to data sets you need whether you are focused on accreditation, ISO audits, budget justification, or performance accountability. Intterra provides more than just a spreadsheet of incomprehensible numbers filled with outliers to scrub out- it’s an interactive tool that allows the entire department to not only understand the data but more importantly to understand why the data matters.

Company officers or battalion chiefs can drill into metrics immediately rather than waiting for the monthly or quarterly reports that take dozens of man-hours to produce. From department-level overviews to granular data about any given apparatus on a shift, Intterra Reporting & Analytics has you covered.

Most reporting tools are complex and hard to use. You have to know exactly what you’re looking for, then go write a query. In most cases, you’ll get back a spreadsheet with outliers and some bad data that has to be manually analyzed, filtered out, and then packaged.

**“Intterra takes all of that pain away, literally taking weeks of work and making it happen in seconds.”- Battalion Chief, CA department**





## **Subscription Options**

4-module year 1 subscription including: \$45,000.00

Intterra Operations with COVID viewstate

Intterra Preplanning with COVID tools

Intterra Reporting & Analytics

Intterra Incident Management

One-time setup/implementation labor fees: \$22,450.00

(Includes 1 CAD feed & 1 RMS Feed, Invoiced separately)

COVID deployment Discount:

**If authorized by September 15, 2020, initial subscription will run Oct 1, 2020 to December 31 2021 (3 months free).** Annual Subscription for the next budget cycle is \$58,650.00

Approved by (Intterra):

A handwritten signature in black ink, appearing to read "Robert N. Edson".

Robert Edson  
Chief Sales & Marketing Officer  
Dated : August 31, 2020

Approved by (Client):

A handwritten signature in black ink, appearing to read "Brian P. McHaeffer".

Dated: 9-3-2020

*Refer to Supplemental Contract Information:*

- (1) Intterra Terms of Use Agreement\_2019
- (2) Intterra End User License Agreement\_2019
- (3) Intterra Website Privacy Policy\_2019

## EXHIBIT C



## **TERMS OF USE AGREEMENT**

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

### **INTRODUCTION**

#### **Purpose of Terms of Use Agreement**

The mission of Intterra is to compile analytical data for first responders, emergency management personnel, situation commanders and others with timely, graphic, multi-functional, depictions of an ongoing incident. To achieve our Mission, we provide certain software products, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively the "Software") and/or Internet or cloud-based services through the Software, this website, mobile applications or other websites owned or operated by Intterra, Inc. (collectively, the "Services") to help You analyze and monitor incidents.

#### **Scope and Intent of Terms of Use Agreement**

You agree that by registering on Intterra, or by using our Services you are entering into a legally binding agreement with Intterra, Inc., a Nevada corporation based on the terms of this Terms of Use Agreement and the Intterra Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement" or "Terms of Service") and becoming a Software or Services user ("User").

If you are using Intterra Software or Services on behalf of a company, government agency or other legal entity, you are nevertheless individually bound by this Agreement even if your company or agency has a separate agreement with Intterra. If you do not want to register an account and become an Intterra User, do not conclude the Agreement, do NOT click "I Accept" and do not access, view, download or otherwise use any Intterra Software or Services. By clicking "I Accept" or by using the Software or Services, you acknowledge that you have read and understood all of the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking "I Accept" or by using the Software or Services you also consent to use electronic signatures and acknowledge your acceptance.

#### **1. Your Acceptance of Terms of Service**

Welcome to [www.intterragroup.com](http://www.intterragroup.com) and becoming a User. Your use of the Services provided and the viewing of the content available through the Services, including without limitation, the messages, software, scripts, graphics, images, renderings, thermal maps, topographic maps, depictions, other maps, charts, data, text, video, overlays, photos, clip art, sounds, music, interactive features et cetera (the "Content"), is subject to the Terms of Use and the Privacy Policy published at [www.intterragroup.com/privacy](http://www.intterragroup.com/privacy), which is incorporated herein by reference. Each time you use the Website, you agree to be bound by the Terms of Use and the Privacy Policy may be updated by Intterra from time to time without notice to you.

## **2. Users of Services**

These Terms of Use apply to all customers, visitors, users, and others who view the Services ("Users" as well as "You" or "Your"), including Users who are also contributors of images, video, information, and other materials or services on the Services. The Services may contain links to third-party websites, software, content or services ("Third Party Website") that are not owned or controlled by Intterra. Intterra has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Websites. In addition, Intterra will not and cannot censor or edit the content of any Third Party Website. By using the Services, You expressly relieve Intterra from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to be aware when you leave the Services and to read the terms of use and privacy policy of each Third Party Website that you visit.

## **3. Use of the Services**

(a) Intterra hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use (except as set forth in Section 3(f) below); (ii) you will not copy or distribute any part of the Services in any medium without Intterra prior written authorization; (iii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

(b) In order to access some features of the Services, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Intterra immediately of any breach of security or unauthorized use of your account. Although Intterra will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intterra or others due to such unauthorized use.

(c) You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the servers operating the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Intterra grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Intterra reserves the right to revoke these exceptions either generally or in specific cases.

(d) You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems and/or the navigation systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Services with respect to their User Submissions (see Section 5 below).

(e) Intterra may permanently or temporarily terminate, suspend, or otherwise refuse to



permit Users' access to the Services without notice and liability, if, in Intterra's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Services; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Services; or, (x) bypass the measures we may use to prevent or restrict access to the Services. Upon termination for any reason, User continues to be bound by this Agreement.

(f) For individual Users, the Services and Content generated by it, including any maps, navigation information, photographic imagery and other data, is made available for your personal, non-commercial use only. For business Users, the Services and data generated by it, including maps, navigation information, photographic imagery and other data is made available for your internal use only and may not be commercially redistributed.

#### **4. Intellectual Property Rights**

The Content on the Services, the trademarks, service marks and logos contained therein ("Marks"), and the Services provided by or carried out by the systems and methods incorporated into the Services, are owned by or licensed to Intterra and are subject to copyright, trademark, patent and other intellectual property rights under United States and foreign laws and international conventions. Content on the Services is provided to you AS IS for your information and use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Intterra reserves all rights not expressly granted in and to the Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions (see Section 5 below) of third parties obtained through the Services for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

#### **5. User Submissions**

(a) The Services may now or in the future permit the submission of images, sounds,

videos, images, maps, charts, overlays, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Intterra does not guarantee any confidentiality with respect to any User Submissions. Notwithstanding this provision, data that is submitted specific to Your hosted instance of the Software is considered your private data and not considered a User Submission to the Services.

(b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Intterra to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Intterra, you hereby grant Intterra a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of (which Intterra shall be the sole and exclusive owner), display, perform and otherwise exploit the User Submissions in connection with the Services and Intterra' (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Services a non-exclusive license to access your User Submissions through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under these Terms of Use.

(c) In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Intterra all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Intterra or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Intterra does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Intterra expressly disclaims any and all liability in connection with User Submissions. Intterra does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Intterra will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. Intterra reserves the right to remove Content and User Submissions without prior notice. Intterra will also terminate a User's access to the Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the Services more

than twice. Intterra also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Intterra may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

(d) In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Intterra's Designated Agent to receive notifications of claimed infringement is:

Attn: Brian Collins  
CEO Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109  
[brian.collins@intterragroup.com](mailto:brian.collins@intterragroup.com)

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

(e) You understand that when using the Services, you may be exposed to User Submissions from a variety of sources, and that Intterra is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and

hereby do waive, any legal or equitable rights or remedies you have or may have against Intterra with respect thereto, and agree to indemnify and hold Intterra, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

(f) Intterra permits you to link to your own User Submissions, if any, hosted on the Services or User Submissions of other third parties available on the Services, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and Intterra does not guarantee that their availability will be uninterrupted or bug free. Intterra reserves the right to discontinue any aspect to the Services at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

(g) Intterra may use your information to notify you of important changes to the Software, Services, and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

(i) Send an email message to [INFO@INTTERRAGROUP.COM](mailto:INFO@INTTERRAGROUP.COM) with the word "Remove" in the subject field; or

(ii) Send mail to the following postal address:

Attn:Remove

Intterra, Inc.

3740 Dacoro Lane, Suite 200C Castle

Rock, CO 80109

Opting out may prevent you from receiving email messages regarding the Services updates, improvements, or special offers. In the event that Intterra provides any third-party with your personal information, You will have to contact the Third Party Website directly with any opt-out request.

## **7. Map and Navigation Information**

Any Content or other information is provided to Users through the Services is intended for analytical purposes only and not as the basis, or part of the basis for deciding how to respond to an incident, to make personnel deployment decisions or as to determine the methodologies for mitigating the damage or threats of damage from an incident or potential incident. Users may find that weather conditions, emergency situations, construction projects, traffic conditions or other events may cause road or travel conditions to differ from the graphic depictions and data shown in the Content. The transit information contained in and/or provided by the Services includes information provided by third parties, and is intended for analytical purposes only. Intterra makes no representations or warranties regarding the accuracy, completeness of Content or other information.

## **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS

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FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SERVICES ARE BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

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YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. INTTERRA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

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(ii) At the time of termination of Hosted Solution(s) agreement between Intterra and Esri (which agreement includes definitions for the highlighted terms herein, which definitions are available upon written request of Intterra), You are required to (i) cease access and use of Hosted Solution(s), Web Services and clear Web Services client-side data cache and to (ii) cease use, uninstall, remove, and destroy all Hosted Solution(s) and any whole or partial copies, modifications, or merged portions in any form and, if requested in writing, execute and deliver evidence of such actions to Esri.

(iii) You are required to comply fully with all relevant export laws and regulations of the United States to ensure that Hosted Solution(s) or any

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(iv) You are prohibited from removing or obscuring of any copyright, trademark notice, or restrictive legend.

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(d) Utilization of Services under Dangerous Conditions. Your use of the Software or

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(e) Dangerous Environments. Intterra does not control who or how data can be supplied to the Software or the Services or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Services are subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, Services, their maps, depictions, databases or Content. By clicking "I ACCEPT," or by using the Software and Services, You acknowledge and accept all risk associated with such use. Intterra disclaims all liability that might arise from Your use of the Services to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. Intterra does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Services to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By clicking "I ACCEPT," or by using the Software or Services, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Services to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

## **10. Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON

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TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL INTTERRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

(I) ANY OF THE ABOVE LIMITATIONS OF LIABILITY, (II) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE OR SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE OR SERVICES BY ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT INTTERRA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE TRANSIT INFORMATION CONTAINED IN CONTENT AND/OR PROVIDED BY THE SOFTWARE OR SERVICES INCLUDES INFORMATION PROVIDED BY THIRD PARTIES, AND IS INTENDED FOR PLANNING PURPOSES ONLY. INTTERRA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

The Services are controlled and offered by Intterra from its facilities in the United States of America. Intterra makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **11. No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third-party beneficiaries to this agreement.

## **12. Indemnity**

You agree to defend, indemnify and hold harmless Intterra, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, patent, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

## **13. Ability to Accept Terms of Use**

By your use of the Services, you affirm that you are either are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services. There are lots of other great Services for you. Talk to your parents about what Services are appropriate for you. Minors over the age of 13 must ask their parents or guardians for permission before using or visiting the Services or sending any personal information to anyone over the Internet.

## **14. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Intterra without restriction.

## **15. Government Restricted Rights.**

If you are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Services, or any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software or Services include a commercial website and the related documentation is commercial website documentation. The use of the website and related documentation is further restricted in accordance with the terms of this Terms of Use, or any modification hereto.

Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109

## **16. Proprietary Rights.**

Intterra and its licensors shall own and retain all rights, title and (except as expressly licensed hereunder) interest in and to the Content and Services, all associated copyrights, Marks, trade secrets and all copies or portions thereof, original works of authorship, look and feel, and any derivative works thereof (by whomever created). The Content, Services, and Software are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software and Services are licensed and not sold. All rights in the Services and Software that are not specifically granted in this Agreement are reserved by Intterra and its licensors.

## **17. Term and Termination.**

This Agreement is effective until terminated hereunder. You may terminate the Terms of Service at any time by terminating Your account, or failing to make requisite payments for the Services Intterra will have the right to terminate the license granted herein immediately if You fail to comply with any term or condition of this Agreement. The Terms of Use Agreement will terminate automatically upon User's breach of any terms of this Agreement. Intterra will also have the right to terminate the license granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Services and shall destroy and remove from all computers, hard drives, networks, and other storage media all Content. Sections 2 through 17 shall survive any termination of this Agreement.

## **18. General**

These Terms of Service represents the complete agreement concerning the Services between the parties and supersedes all prior agreements and representations between them. The Terms of Service may be amended only by a writing executed by both parties. If any provision of the Terms of Service is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and the Terms of Service shall otherwise remain in full force and effect and enforceable. The failure of Intterra to act with respect to a breach of the Terms of Service by User or others does not constitute a waiver and shall not limit Intterra's rights with respect to such breach or any subsequent breaches. The Terms of Service are personal to User and may not be assigned or transferred for any reason whatsoever without Intterra's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Intterra expressly reserves the right to assign the Terms of Use and to delegate any of its obligations hereunder. The Terms of Use shall be governed by and construed under Colorado law (without regard to its conflicts of laws provisions) as such law applies to agreements between Colorado residents entered into and to be performed within Colorado. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be

conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS OF USE ARE MATERIAL BARGAINED FOR BASIS OF THE TERMS OF USE AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THESE TERMS OF USE AND IN THE DECISION BY EACH PARTY TO ENTER INTO THESE TERMS OF USE.

Questions concerning these Terms of Use should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109

10 January 2017

**EXHIBIT D**



## **End User License/Service Agreement (the “Agreement”)**

**IMPORTANT READ CAREFULLY:** This Agreement is a legal and binding agreement between you (“You” or “Your”) and Intterra, Inc. (“INTTERRA”) for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively, the “Software”). Your access to the Software may be deployed through a software-as-a-service (“SaaS” or “Cloud”) format whereby the Software is hosted on third party servers (referenced as the “Service”). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

**BY CLICKING ON THE “I ACCEPT” BUTTON OR OTHERWISE INSTALLING OR USING ANY PART OF THE SOFTWARE OR SERVICE, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS. YOUR WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.**

**IF YOU DO NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE “I ACCEPT” BUTTON OR INSTALL OR USE ANY PART OF THE SOFTWARE OR SERVICE, AND YOU WILL NOT BE LICENSED TO THE SOFTWARE OR BE AUTHORIZED TO USE ANY PART OF THE SERVICE.**

Under this Agreement, You are obtaining a single (1) instance of the software for use on one (1) machine; or a service access right to access and use the Service, as defined below.

### **1. Rights.**

(a) Single Instance License. Subject to Your compliance with the terms and conditions of this Agreement, INTTERRA hereby grants to You either:

(i) a limited, non-sublicensable, non-transferable, non-exclusive license to:

(A) use one (1) copy of the Software only for Your personal or organizational use on a single machine (single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single geodatabase server that is used operationally or ‘in production’) and only in accordance with documentation for such device; and

(B) make one copy of the Software in machine readable form solely for archival back-up purposes, provided You reproduce INTTERRA's copyright proprietary legends in any such copy; or

(ii) a limited, personal, non-sublicensable, non-transferable, non-exclusive service access right to:

(A) access and use the Services for Your personal or organizational use subject to the terms and/or conditions set forth in any initial or subsequent ordering document and/or online request for access to the Services submitted on your behalf to INTTERRA that has been accepted by INTTERRA.

## **2. License/Service Access Right Restrictions.**

(a) General Restrictions. You shall not (nor shall You permit anyone else to) directly or indirectly: (i) copy (except as expressly set forth above), modify, or distribute the Software, the Service, or any portion thereof; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software, the Service, or any portion thereof (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); (iii) rent or lease the Software, the Service, or any portion thereof to a third party, or otherwise use or allow the use of the Software, the Service, or any portion thereof to be used for any commercial purpose or on behalf of any third party; (iv) remove or obscure any proprietary notices on the Software or Service; (v) post or otherwise make available the Software, the Service, or any portion thereof, in any form, on the Internet or other publicly-available forum; (vi) distribute copies of the Software to others (electronically or otherwise); (vii) use a previous version of the Software after you receive a new version and are asked to discontinue using the previous version; (viii) export or re-export the Software in violation of any laws or regulations. As a specific condition of this license or service access right, You agree to use the Software or Service in compliance with all applicable laws, including without limitation copyright laws, and that You will not copy, transmit, perform or distribute any audio, video or other content using the Software or Service without obtaining all necessary licenses or permissions from the owner of the content. The Software or Service and its respective features and functions, when used alone or in combination with a computing device or other systems, may be protected by one or more of US and/or foreign patents. A listing of any such patents may be included in the "About" box or menu associated with the Software or Service and INTTERRA reserves the right to update that listing from time to time, but You should not consider any such listing to be a complete or exhaustive list of all patents that may cover the Software and You should not consider the absence of any such listing to be an indication that no patents cover the Software or Service.

## **3. Special Restrictions, Disclaimers and Liability Limitations with respect to the use of the Software.**

The Software and/or Service are subject to the following restrictions, disclaimers and liability limitations:

(a) Third Party Products, Data and Content. The Software or Service may work in conjunction with (or rely upon) third party products, data or content that is not owned or controlled by INTTERRA ("Third Party Products"). When the Software or Service is used (or relies upon) such Third Party Products, by clicking "I ACCEPT, you are acknowledging that You accept both the Software or Service and the Third Party Products at Your risk. Conflicts may develop between the Software or Service and such Third Party Products that may inhibit the Software's or Service's performance, accuracy, functionality or operation. INTTERRA disclaims all liability that may arise from the use (or reliance upon) the Software or Service

and/or the use (or reliance upon) such Third Party Products. INTTERRA does not verify the validity or accuracy the Software or Service nor its messages or graphic images, renderings, thermal maps, topographic maps, depictions, text, video, photos, images, clipart, etc. ("Content") in association with the Software. Nor does INTTERRA verify the accuracy, performance, functionality or operation of Third Party Products or data provided to the Software or Service from such Third Party Products. Your right to use, copy or do anything with such Third Party Products is solely at the discretion of the third party provider of such Third Party Products. The Software's or Service's use and reliance upon such Third Party Products may result in erroneous data or Content being provided to You by the Software or Service. You are hereby admonished to rely solely (if at all) on independently verifiable information that You know and trust and not to rely on the Content, the Software or Service. It is Your responsibility to decide, independent of the Software or Service, what if any actions to take (or not to take) in a given situation based on the factors that you deem relevant in a given situation. INTTERRA admonishes You that the Content generated by the Software or Service and the data upon which it is based may be inaccurate, corrupted, misleading or erroneous due to erroneous assumptions, inaccurate information, or poor choices provided by You, partner agencies and organizations that provide you data, and external sources which you authorize, or hackers.

(b) Cloud-based Service, Lack of Back-up, Incompatibility & Help-Desk Support. Your access to the Software may be deployed through a software-as-a-service ("Saas" or "Cloud") format whereby the Software is hosted on third party servers including but not limited servers operated by Amazon Web Services, LLC ("Amazon") and its affiliates. INTTERRA makes no representations or warranties regarding the stability, compatibility, integrity or privacy of Amazon or other Cloud-based hosting services. The Software, Content, Third Party Products and other related or relied upon Cloud-based SaaS may be particularly vulnerable to hacking, software viruses, privacy breaches, denial of service attacks, acts of God, acts of war, force majeure events, system crashes, platform connectivity and INTTERRA disclaims any and all liability for such problems. The Software or Content may also be incompatible with Your hardware devices, operating systems, mobile apps, laptops, notebooks, desktops, mobile devices or other systems or software ("Other Systems"). Such incompatibility issues may cause the Software or the Other Systems to crash or operate improperly. In addition, You are admonished that INTTERRA does not maintain back-up hardware systems, servers, Cloud or other hosting facilities of any kind unless specified in a separate contract or purchase order agreement. INTTERRA disclaims any and all responsibility and liability for any lost, stolen or corrupted data, Content or information. INTTERRA does not offer a 24/7 help desk unless specified in a separate contract or purchase order agreement. Access to a live-person help desk may be limited or unavailable during an incident or emergency. INTTERRA hereby disclaims any and all liability for the absence of a help desk or other support personnel.

(c) Erroneous Assumptions, Improper Use, Erroneous Inputs and Data. In addition to other disclaimers of liability herein, Content generated by (and data supplied to) the Software or Service may be based on erroneous assumptions, improper usage or erroneous interpretation of the previous Content or data by You, partner agencies and organizations that provide you data, and external sources which you authorize. INTTERRA disclaims responsibility for the actions of such Decision Makers as well as their assumptions and interpretations of the Content and other information.

(d) Utilization of Software or Service under Dangerous Conditions. Your use of the Software or Service under certain conditions, such as walking, driving or in other conditions where Your attention may be impaired, can lead to Your injury or death or to the injury or death of third parties and You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service under any circumstances where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.



(e) Dangerous Environments. INTTERRA does not control who or how data can be supplied to the Software or Service or who can send You a message containing information, instructions, recommendations, directions and/or maps. Only follow instructions, recommendations, directions or maps that have been received from people You trust and in accordance with the applicable protocols, chains of command and incident information management requirements. All decisions based upon the use of the Software or Service is subject to Your verification of the data, Content and assessment of dangerous environments. All decisions or actions made by You are subject to Your professional judgment and are the sole responsibility of You and not the Software, the Service, or their respective maps, depictions, or databases. By using the Service, by clicking "I ACCEPT", or by taking any other affirmative action indicating your acceptance of this Agreement, You acknowledge and accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service to give or follow directions, develop a course-of-action, develop a risk mitigation strategy, travel to a location or meet with another person.

(f) Dangerous Locations. INTTERRA does not provide information regarding the safety or acceptability of locations for which You have received directions or a map. Only follow directions or maps to locations You know and trust and do not follow directions or maps to locations with which you are unfamiliar or uncomfortable or inconsistent with established protocols. The relative safety of a location during an incident is dynamic and may change from safe to unsafe at any time without notice. Your use of the Software or Service to travel to an unsafe location can lead to Your loss of possessions, to Your injury or death, or to the injury or death of third parties. By using the Service, by clicking "I ACCEPT", or by taking any other affirmative action indicating your acceptance of this Agreement, You accept all risk associated with such use. INTTERRA disclaims all liability that might arise from Your use of the Software or Service to deploy personnel or assets to any location where doing so might put You, Your possessions, or third parties at risk or in any kind of danger.

(g) Use of Content with Software or Service. To the degree that You are able to use the Software or Service to incorporate or receive any Content on any computing device, You do so solely at Your own risk. You may not create scandalous, obscene, defamatory, immoral, infringing or illegal works using the Content nor use the Content for any other purpose which is prohibited by law. If the Content is owned by a third party, You are solely responsible for acquiring the right to copy, use or do anything else with that Content from that third party. INTTERRA disclaims all liability that might arise from Your use of the Content in association with the Software or Service.

#### **4. Proprietary Rights.**

INTTERRA and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Software, all copies or portions thereof, the Service, and any derivative works thereof (by whomever created). In using the Software or Service, data will be provided by one or more of Your systems to the Software or Service for processing to create a derivative data set ("Performance Data"). Such data includes data provided by Computer Aided Dispatch Systems ("CAD") systems, Record Management Systems ("RMS"), Automatic Vehicle Location Systems ("AVL"), Electronic Patient Care Reports ("EPCR"), and the like. You agree and warrant that the Performance Data and any intellectual property related to the Performance Data are owned in their entirety solely by INTTERRA. The Software and the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything else, the Software is licensed and not sold. All rights in the Software not specifically granted in this Agreement are reserved by INTTERRA and its licensors.

## **5. Confidentiality.**

You agree to maintain the Software and any data or databases contained therein in confidence and that You will not disclose the Software or Service to any third party without the express written consent of INTTERRA. You may not use the Software or Service except as set forth herein. You further agree to take all reasonable precautions to preclude access of unauthorized persons to the Software or Service.

## **6. Term and Termination.**

This license or service access right is effective until terminated hereunder. You may terminate the license at any time by destroying the Software (including the related documentation) together with all copies or modifications in any form. INTTERRA will have the right to terminate the license or service access right granted herein immediately if You fail to comply with any term or condition of this Agreement. The license or service access right granted to You herein will terminate automatically upon any breach of Sections 1, 2, 3 or 5. INTTERRA will also have the right to terminate the license or service access right granted herein immediately upon its sole discretion. Upon termination of this Agreement for any reason, You shall immediately stop using the Software or Service and shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software. Sections 2 through 13 shall survive any termination of this Agreement.

## **7. Limited Warranty.**

INTTERRA and its licensors warrant only that the Software will perform substantially in accordance with the specifications stated for the Software in any documentation, if any, accompanying the Software for a period of ninety (90) days (the "Warranty Period"). THIS WARRANTY SHALL NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN ABUSED, MISUSED, DAMAGED, ALTERED, NEGLECTED, OR SUBJECTED TO UNAUTHORIZED REPAIR OR INSTALLATION, AS REASONABLY DETERMINED BY INTTERRA. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE ENTIRE LIABILITY OF INTTERRA AND ITS LICENSORS, AND YOUR EXCLUSIVE REMEDY FOR A BREACH OF THE FORGOING WARRANTY, SHALL BE, AT INTTERRA'S OPTION AND EXPENSE: (A) REPAIR OR REPLACEMENT OF THE SOFTWARE FOR SOFTWARE THAT MEETS THE WARRANTY OR (B) IF REPAIRING OR REPLACING THE SOFTWARE IS NOT COMMERCIALY PRACTICABLE IN INTTERRA'S SOLE DISCRETION, REFUND OF THE PURCHASE PRICE PAID BY YOU, IF ANY, IN BOTH CASES ONLY WHERE THE SOFTWARE IS RETURNED TO INTTERRA, WITHIN THE WARRANTY PERIOD.

## **8. Warranty Disclaimer.**

THE LIMITED WARRANTY SET FORTH IN SECTION 7 IS THE ONLY WARRANTY PROVIDED BY INTTERRA. EXCEPT FOR THE FOREGOING, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND INTTERRA MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE OR ANY SERVICES PROVIDED BY INTTERRA HEREUNDER. INTTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

FURTHER, INTTERRA DOES NOT WARRANT RESULTS OF USE OR THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED. INTTERRA AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR SERVICE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### **9. Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE HEREIN, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL INTTERRA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON (I) FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF INTTERRA, OR (II) FOR ANY MATTER BEYOND INTTERRA OR ITS LICENSORS' REASONABLE CONTROL. INTTERRA AND ITS LICENSORS' MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO (I) THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE, OR (II) IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, TWENTY DOLLARS (\$20.00), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE INTTERRA'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF INTTERRA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

#### **10. Export.**

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You shall not export, or allow the export or re-export of the Software or Service in violation of any such restrictions, laws or regulations. By using the Software or Service, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

#### **11. Indemnity.**

You shall indemnify and hold harmless INTTERRA from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Your use of the Software or Service as well as from Your failure to comply with any term of this Agreement.

#### **12. Government Restricted Rights.**

If You are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Service and any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal

Acquisition Regulation Supplement 227.7202 for military agencies. This Software or Service is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software or Service and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. Intterra, Inc. is located at 3740 Dacoro Lane, Suite 200C, Castle Rock, CO 80109.

### **13. General.**

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and this Agreement shall otherwise remain in full force and effect and enforceable. The failure of INTTERRA to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit INTTERRA's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without INTTERRA's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. INTTERRA expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Colorado law (without regard to its conflicts of laws or provisions) as such law applies to agreements between residents of any state in which this Agreement is entered into and performed. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation or negotiation within 60 days shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in accordance to the United States Federal Arbitration Act. Each party recognizes and agrees that any claim or dispute, with the exception of intellectual property disputes, must be submitted to arbitration within one year from which it could be filed. Otherwise, it is permanently barred. The arbitration proceedings will be conducted in the English language in the city of Castle Rock, Colorado. The arbitration proceedings will be conducted by one (1) arbitrator, according to the AAA's then current consumer arbitration rules. The arbitrator shall decide the dispute in accordance with the substantive law of the state of Colorado. Any judgment rendered by the arbitrator shall be confidential, provided that, if the non-prevailing party does not comply with the award within the time period permitted therein, the prevailing party may enter the award in a court of competent jurisdiction for the sole and limited purpose of confirming the terms of the arbitration award and enforcing compliance.

**EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.  
3740 Dacoro Lane, Suite 200C  
Castle Rock, CO 80109

**EXHIBIT E**



*Revised 29 January 2019*

## INTTERRA PRIVACY POLICY

**Intterra, Inc., a Nevada corporation** ("Intterra" or the "Company") takes your privacy seriously. Please read the following to learn more about our privacy policy. This Privacy Policy should be read in conjunction with Intterra's Terms of Use, which may be found at <https://www.intterragroup.com/terms-of-use-agreement/>

### What This Privacy Policy Covers

- This policy only applies to the publicly accessible website or any other publicly accessible websites owned or operated by Intterra, including portions of the website that are only accessible to free registered users (collectively, the "Website"). This policy does not apply to any third-party websites that might be linked to the Website or to the practices of companies that Intterra does not own or control, or to people that Intterra does not employ or manage. Intterra has no control over, and assumes no responsibility for, the privacy policies or practices of such third-party websites. Information on such third-party websites may be obtained directly from those third-parties, possibly from their websites.
- This policy covers how Intterra treats personal information that Intterra collects and receives from the Website and free online services that may be delivered through the Website (collectively, the "Services"). Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.
- **This policy does NOT apply to any of your private information that is collected, received and/or stored through your use of any Intterra products or fee-based, cloud services, including information related to your current and past use of Intterra Product Modules, Field Tool or SituationAnalyst software (the "Products").** Use of the Products and the terms and conditions governing your private information are controlled by the terms of Intterra's Terms of Use and End User License Agreement.

### Information Collection and Use

- Intterra collects personal information when you register with Intterra, when you use the Website, and when you download and/or use software provided by Intterra and/or the Website. Intterra may utilize information that it obtains from you to collect additional information about you from business partners or other

companies and may combine information that it obtains from you with information from business partners or other companies.

- When you register and/or use software provided by Intterra we may ask for information such as your name, email address, birth date, financial information, Social Security Number (SSN), gender, ZIP code, cell phone number, cell phone service provider, current location, places of interest to you, your personal habits, path of travel, occupation, industry, personal interests, and personal pictures/photographs. When you register with Intterra and/or the Website, and sign in to our Services, you are not anonymous to us.
- For certain public services, we may request credit card or other payment account information which we maintain on secure servers.
- Intterra collects information about your transactions with us and with some of our business partners, including information about your use of Services that we offer.
- Intterra automatically receives and records information from your computer and browser, including your IP address, cookie information, software and hardware attributes, and the page you request.
- Intterra uses information for the following general purposes to: provide Services that you activate or request to you, customize the advertising and content you see, fulfill your requests for other Services, improve our Services, contact you, conduct research, provide anonymous reporting for internal and external clients, and for sale to other clients or third parties in non-aggregated and aggregated forms (but only as set forth below).
- The only way to prevent Intterra from collecting personal information about you is to not use our Website, services or software.
- At anytime you may elect not to receive messages from us. In other words, you may opt out. At any time after your initial registration to receive information from us, you can opt out by sending an email message to [info@intterragroup.com](mailto:info@intterragroup.com) with the word "Remove" in the subject field; or

Send mail to the following postal address:

Attn:  
Intterra, Inc.  
3740 Dacoro Lane  
Suite 200C  
Castle Rock, CO 80109

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If Intterra has provided any third-party with your personal information, you will have to contact the third-party directly with any opt-out request.

- **Special Note Regarding Children:** Intterra believes that protecting the privacy of children on the Internet is very important. The Website and the services provided by Intterra and Intterra' software are not designed to attract children under the age of 13, and Intterra does not intentionally collect personal information from such children. Ordering online products, services and information is limited to adults 18 or over. Children should exercise caution before providing personal information online and should discuss with an adult or guardian before doing so. Intterra also urges parents and guardians to consider using one of the low-cost programs designed to protect children while they are online.

## **Information Sharing and Disclosure**

- Intterra may share personal information about you with other people or non-affiliated companies to provide products or services you've requested, to target advertising and content for you to see, when we have your permission, or under the following circumstances:
  - We provide the information to trusted partners who work on behalf of or with Intterra under confidentiality agreements. These companies may use your personal information to help Intterra communicate with you about offers from Intterra and our marketing partners.
  - Intterra reiterates that Intterra, the Website and all Intterra Services, and software is not designed or intended to attract children under the age of 13 as users and Intterra does not intentionally collect personal information from such children. However, if a parent/guardian permits their child under age 13 to register with Intterra, to use the Website, and/or to use the Services, then that parent/guardian is permitting Intterra to collect and use their child's personal information in the same manner set forth herein that Intterra uses any other user's personal information.
  - We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend ourselves against legal claims.
  - We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Intterra' Terms of Use, or as otherwise required by law.
  - We transfer information about you if Intterra is acquired by or merged with another company. In this event, Intterra will notify you, by a notice posted in this Privacy Policy, before information about you is transferred and becomes subject to a different privacy policy.
- Intterra may display targeted advertisements and content based on your personal information. Advertisers (including advertisement serving companies)



may assume that people who interact with, view, or click targeted advertisements meet the targeting criteria—for example, women ages 18-24 from a particular geographic area. However, not all advertisements and content may be appropriate for you. If you disapprove of advertisements or content targeted to you, your only choice to prevent further such advertisements or content being shown to you is to discontinue use of the Website and Services.

## **Cookies**

- Intterra may set and access cookies on your computer. A cookie is a small data string our server writes to your hard drive. This data string contains your unique user ID for our Website. This technology also allows us to customize your experiences when you visit the Website. For example, we may be able to deliver content specific to your interests, keep track of your online ordering and alert you to new services.
- Intterra may let other companies that show advertisements on some of our pages set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies, not this one. Advertisers or other companies may have access to Intterra's cookies.
- Intterra collects non-personally identifiable information regarding your visit, usually in the form of cookies, log files, or clear .gif files. Cookies contain a session identification number that our systems use to recall previous authentication or order information from our servers. We may also collect your domain name, IP address, the address of the last URL you visited prior to coming to our Web site, and your browser and platform type. We may use third party navigation and localization services to target advertisements and content based on where you are located. We may use third party tracking services to help us analyze this information in the aggregate to evaluate the effectiveness of our site. In some cases, the information is collected directly by the third party and in others it is forwarded by Intterra to the third party.
- A cookie cannot be used to access or otherwise compromise the data on your hard drive. Your privacy is always protected. However, at any time you may choose to change your browser settings to disable cookies if you do not want us to establish and maintain a unique Ping by Intterra website user ID for you. Please be aware that cookies may be required to complete certain functions on this Web site, such as ordering online. Please consult the instructions provided by your browser provider to change your browser settings, remove cookies or to disable cookies.

## **Confidentiality and Security**

- We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide Services to you or in order to do their jobs.
- We have physical, electronic, and procedural safeguards that comply with federal regulations to protect personal information about you.

### **Changes to this Privacy Policy**

- Intterra may update this policy. We will notify you about significant changes in the way we treat personal information by providing a notice within this Privacy Policy and/or by sending a notice to the primary email address specified in your Intterra account.

### **Questions and Suggestions**

- If you have questions or suggestions you can contact us on our Website or at:  
Intterra, Inc.  
3740 Dacoro Lane  
Suite 200 C  
Castle Rock, CO 80109



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/20

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>MERTENS INSURANCE AGENCY</b> 715 Zion St Nevada City, CA 95959	CONTACT NAME: <b>SAMANTHA KIRK</b> PHONE (A/C, No, Ext): <b>(530) 265-0621</b> FAX (A/C, No): <b>(530) 265-0530</b> E-MAIL ADDRESS: <b>SAMANTHA@MERTENSINSURANCE.COM</b>
INSURED  <b>INTTERRA</b> 3740 DACORO LN 200 CASTLE ROCK , CO 80109	INSURER(S) AFFORDING COVERAGE INSURER A : <b>LLOYDS OF LONDON</b> INSURER B : <b>SECURITY NATIONAL INSURANCE</b> INSURER C : INSURER D : INSURER E : INSURER F :

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ESJ0619290662	07/01/20	07/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ESJ0619290662	07/01/20	07/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/NON-OWN LIMIT \$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	SWC1263958	12/01/19	12/01/20	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			ESJ0619290662	07/01/20	07/01/21	2,000,000/2,000,000 DEDUCTIBLE : \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ADDITIONAL INSURED IN FAVOR OF: CITY OF SPOKANE, ACCOUNTING SERVICES

WILL MAIL 30 DAY NOTICE OF CANCELLATION

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF SPOKANE, ACCOUNTING SERVICES 808 W. SPOKANE FALLS BLVD., STE 400 SPOKANE, WA 99201-330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## 2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before we indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where we indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

## 3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. We will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

**You** may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount we agree with the claimant. If we cannot settle using these means, we will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, our liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

## 4. Calculation of business interruption losses

In respect of **INSURING CLAUSES 2 (SECTION G only)** and **5**, in the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including:

- a. how the loss has been calculated and what assumptions have been made; and



- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation of the financial loss, **we** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us**. If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of any financial loss sustained by **you** will be final and binding.

#### 5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

**We** also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

#### 6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a claim under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms and conditions of this Policy, other than a. above.

#### 7. Cross liability and severability

In respect of **INSURING CLAUSE 3** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

#### 8. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place. This may include confirmation that the incident was reported to the appropriate law enforcement authorities and details of any investigation they undertook.

**Washington State Department of Revenue**

Your request has been submitted and your confirmation number is **0-011-541-382**

Below is information from your application

<b>Filing Date and Time</b>	9/23/2020 1:35:27 PM
<b>Legal Entity Name</b>	INTTERRA, INC
<b>UBI</b>	To get your number, search our website after 10 business days at <a href="https://licenselookup.wa.gov">licenselookup.wa.gov</a>
<b>Physical/Mailing Address</b>	3740 DACORO LN STE 200 CASTLE ROCK CO 80109-2504
<b>Payment Method</b>	ACH Debit/E-Check
<b>Payment Amount</b>	\$90.00

We will process your business application within the next 10 business days. If you want to check the status of your application, the quickest way is to check your MyDOR account at [dor.wa.gov](https://dor.wa.gov).

To check the status of your application, click **Manage My Profile**, then select **View, Edit, or Print Drafts or Submissions** in the *Drafts and Submissions* area.

For information on business resources, education, and workshops, go to <https://dor.wa.gov/open-business/apply-business-license>.



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

09/28/2020

<u>Date Rec'd</u>	9/14/2020
<u>Clerk's File #</u>	RES 2020-0069
<u>Renews #</u>	
<u>Cross Ref #</u>	

<u>Submitting Dept</u>	PLANNING	<u>Project #</u>	
<u>Contact Name/Phone</u>	CHRIS GREEN 62506194	<u>Bid #</u>	
<u>Contact E-Mail</u>	CGREEN@SPOKANECITY.ORG	<u>Requisition #</u>	
<u>Agenda Item Type</u>	Resolutions		
<u>Agenda Item Name</u>	0650-RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DT SPOKANE BID		

Agenda Wording

Resolution setting the assessment roll hearing for the Downtown Spokane business improvement district (BID)

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 7, 2020 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

<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>	MEULER, LOUIS	<u>Study Session\Other</u>	10/19/20
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u>	Will be followed by Council action on an ordinance approving and confirming the assessment roll. The ordinance will be briefed at the October 19, 2020 Sustainable Resources (Finance) Committee.
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	cgreen@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	lmeuler@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	



<b><u>Purchasing</u></b>		mpiccolo@spokanecity.org
		mrichard@downtownspokane.net
		jahensley@spokanecity.org
		ghankhal@downtownspokane.net

## **RESOLUTION NO. 2020-0069**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2021 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 4.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above- identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 4.31 SMC, will be on file in the Office of the City Clerk on November 6, 2020, and are open for public inspection.
2. The City Council has fixed December 7, 2020 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 4.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or

set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31 SMC.

5. The City's Finance and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September, 2020.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

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

09/28/2020

Date Rec'd

9/14/2020

Clerk's File #

RES 2020-0070

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

CHRIS GREEN 625-6194

Project #Contact E-Mail

CGREEN@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650-RESOLUTION SETTING ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE BID

Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Business Improvement District (BID) and providing notice of the 2021 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 7, 2020 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MEULER, LOUIS

**Study Session\Other**

10/19/20

**Division Director**

BECKER, KRIS

**Council Sponsor**

Will be followed by Council action on an ordinance approving and confirming the assessment roll. The ordinance will be briefed at the October 19, 2020 Sustainable Resources (Finance) Committee.

**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

cgreen@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

<b><u>Purchasing</u></b>		sbishop@spokanecity.org
		jahensley@spokanecity.org
		ghankhal@downtownspokane.net
		mrichard@downtownspokane.net

## **RESOLUTION NO. 2020-0070**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2021 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C35377, as codified and amended in Chapter 4.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above- identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C35377, as codified and amended in Chapter 4.31C SMC, will be on file in the Office of the City Clerk on November 6, 2020, and are open for public inspection.
2. The City Council has fixed December 7, 2020 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 4.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof,

and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C35377, as codified and amended in Chapter 4.31C SMC.

5. The City's Finance and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September 2020.

---

City Clerk

Approved as to form:

---

Assistant City Attorney





# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---

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

08/17/2020

**Date Rec'd**

8/5/2020

**Clerk's File #**

ORD C35926

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

DEVELOPER SERVICES CENTER

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

ELDON BROWN 625-6305

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

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 - CLEVELAND/NEVADA STREET VACATION FOR GONZAGA HAVEN

**Agenda Wording**

First reading ordinance before the City Council for August 17, 2020 for the vacation of portions of Cleveland Ave and Nevada Street as requested by Catholic Charities in order to accommodate a 72-unit apartment complex.

**Summary (Background)**

City staff wishes to initiate this right-of-way vacation by resolution.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

DUVALL, MEGAN

**Study Session\Other**

UD 7/13/2020

**Division Director**

CORTRIGHT, CARLY

**Council Sponsor**

CP Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

sbishop@spokanecity.org

mvanderkamp@spokanecity.org

rthompson@spokanecity.org

## Briefing Paper (Urban Experience Committee)

<b>Division &amp; Department:</b>	Planning & Development
<b>Subject:</b>	Vacation and easement releases to accommodate Catholic Charities Low Income Housing
<b>Date:</b>	June 8, 2020
<b>Contact (email &amp; phone):</b>	Eldon Brown (ebrown@spokanecity.org) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
<b>Background/History:</b> The applicant would like to vacate portions of existing right-of-ways and release or reduce existing easements that were previously retained in historical vacations in order to accommodate the construction of a low-income housing complex.	
Please see the attached project narrative provided by the applicant.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

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Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35926 (CORRECTED)

An ordinance vacating portions of Cleveland Avenue and Nevada Street in the City of Spokane,

WHEREAS, pursuant to Resolution 2020-0047, the City Council initiated the vacation of portions of Cleveland Avenue and Nevada Street that are more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the 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 those portions of Cleveland Avenue and Nevada Street located within the Northeast Quarter of Section 08, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described below are hereby vacated. Parcel numbers are not assigned.

The North half of East Cleveland Avenue from the West line of North Nevada Street to the projected West line of the 16 foot wide alley in Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The South half of East Cleveland Avenue from the West line of North Nevada Street to the projected East line of the 16 foot wide alley in Block 44, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West 20 feet of the East half of North Nevada Street from the North line of East Cleveland Avenue to the projected North line of Lot 2, Block 53, Wolverton & Conlan's

Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West half and the West 20 feet of the East half of North Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West half of North Nevada Street from the North line of East Cleveland Avenue to the projected North line of Lot 11, Block 52, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Section 2. Easements are reserved and retained over and through those portions of the vacated right-of-way that are more particularly described below for the City of Spokane, Comcast, Avista, and CenturyLink to protect existing and future utilities.

The North half of East Cleveland Avenue from the West line of North Nevada Street to the projected West line of the 16 foot wide alley in Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The South half of East Cleveland Avenue from the West line of North Nevada Street to the projected East line of the 16 foot wide alley in Block 44, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The West 11.50 feet of the West 20 feet of the East half of North Nevada Street from the North line of Lot 2, Block 53, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington

Together with:

The East 54 feet of the West 61.5 feet of ~~the West half of~~ North Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats

at page 59, records of Spokane County, Washington

Together with:

~~—— The East 54 feet of the West 61.5 feet of the West 20 feet of the East half of Nevada Street from the North line of North Foothills Drive to the South line of East Cleveland Avenue as platted by the plat of Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59, records of Spokane County, Washington~~

The East 42.5 feet of the West half of North Nevada Street from the North line of East Cleveland Avenue to the projected North line of Lot 11, Block 52, Wolverton & Conlan's Addition to Spokane Falls recorded in Volume "B" of Plats at page 59 records of Spokane County

Please see attached exhibits

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

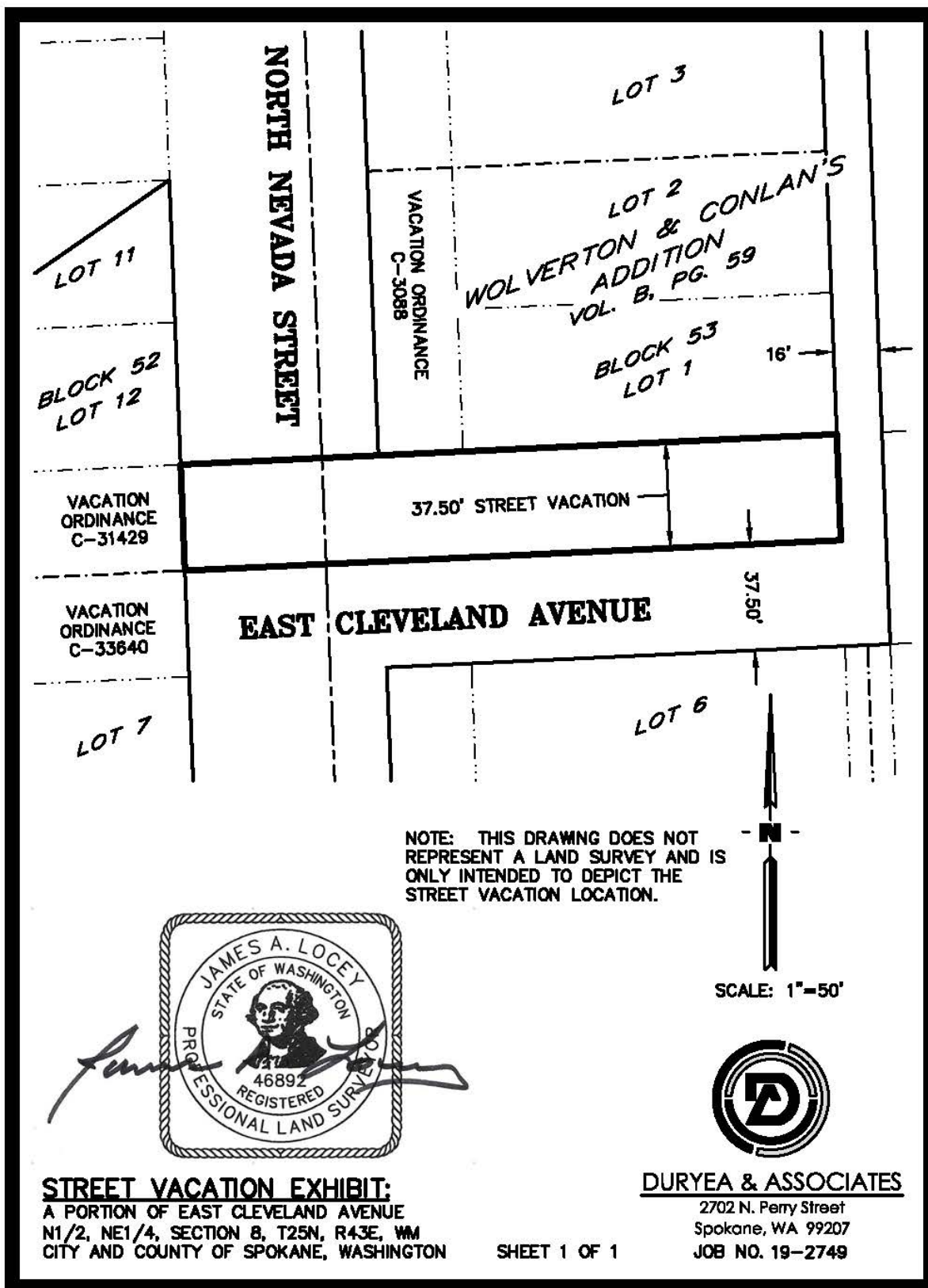
\_\_\_\_\_  
Assistant City Attorney

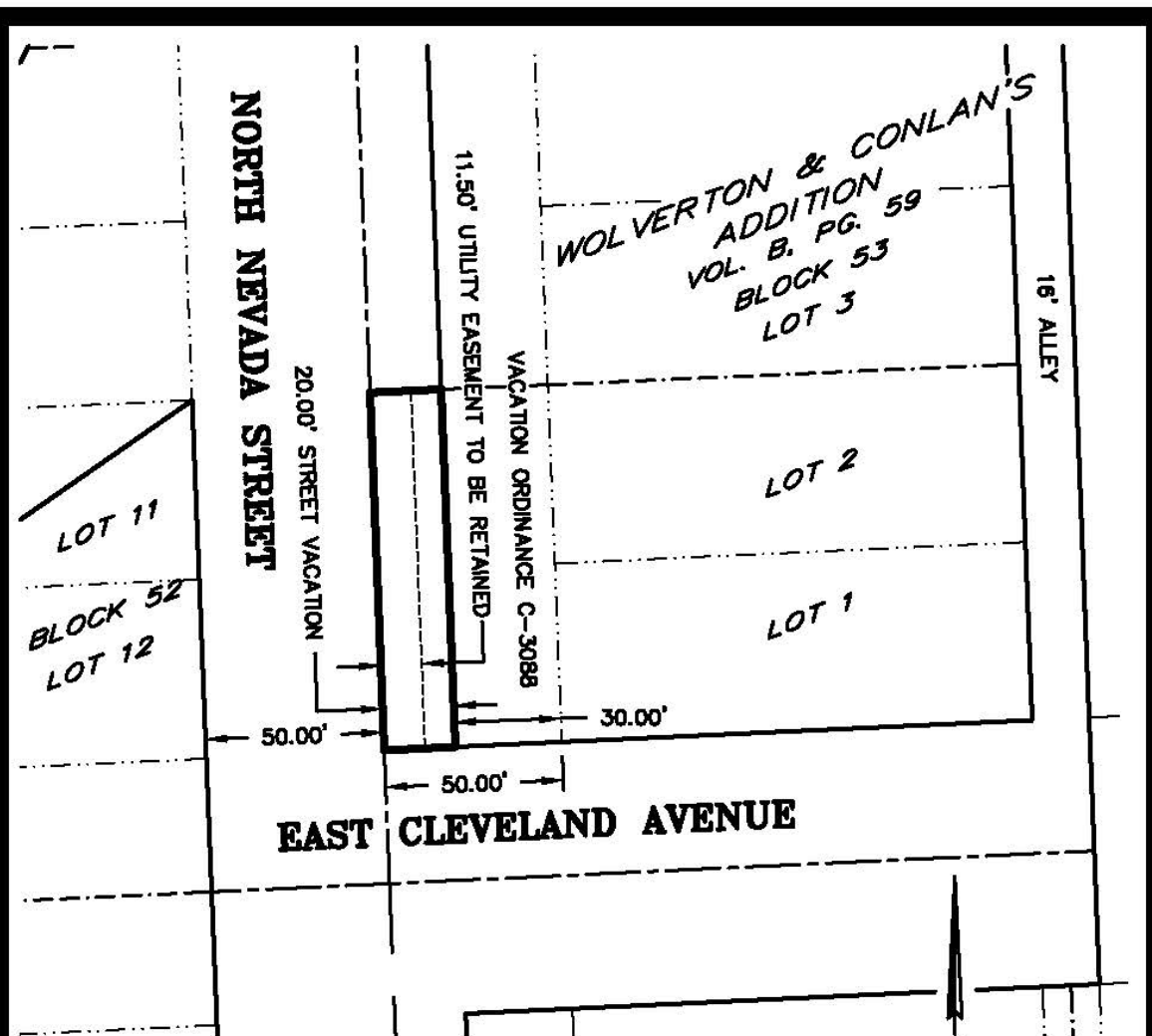
\_\_\_\_\_  
Mayor

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

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

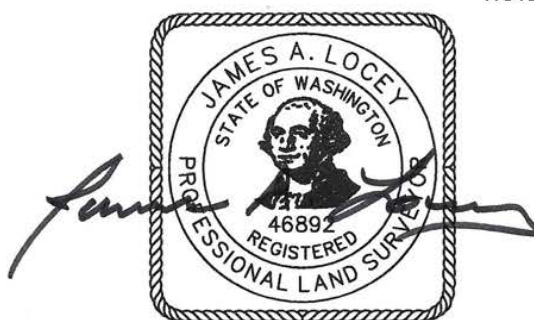






NOTE: THIS DRAWING DOES NOT  
PRESENT A LAND SURVEY AND IS  
INTENDED TO DEPICT THE  
STREET VACATION LOCATION.

SCALE: 1"=50'

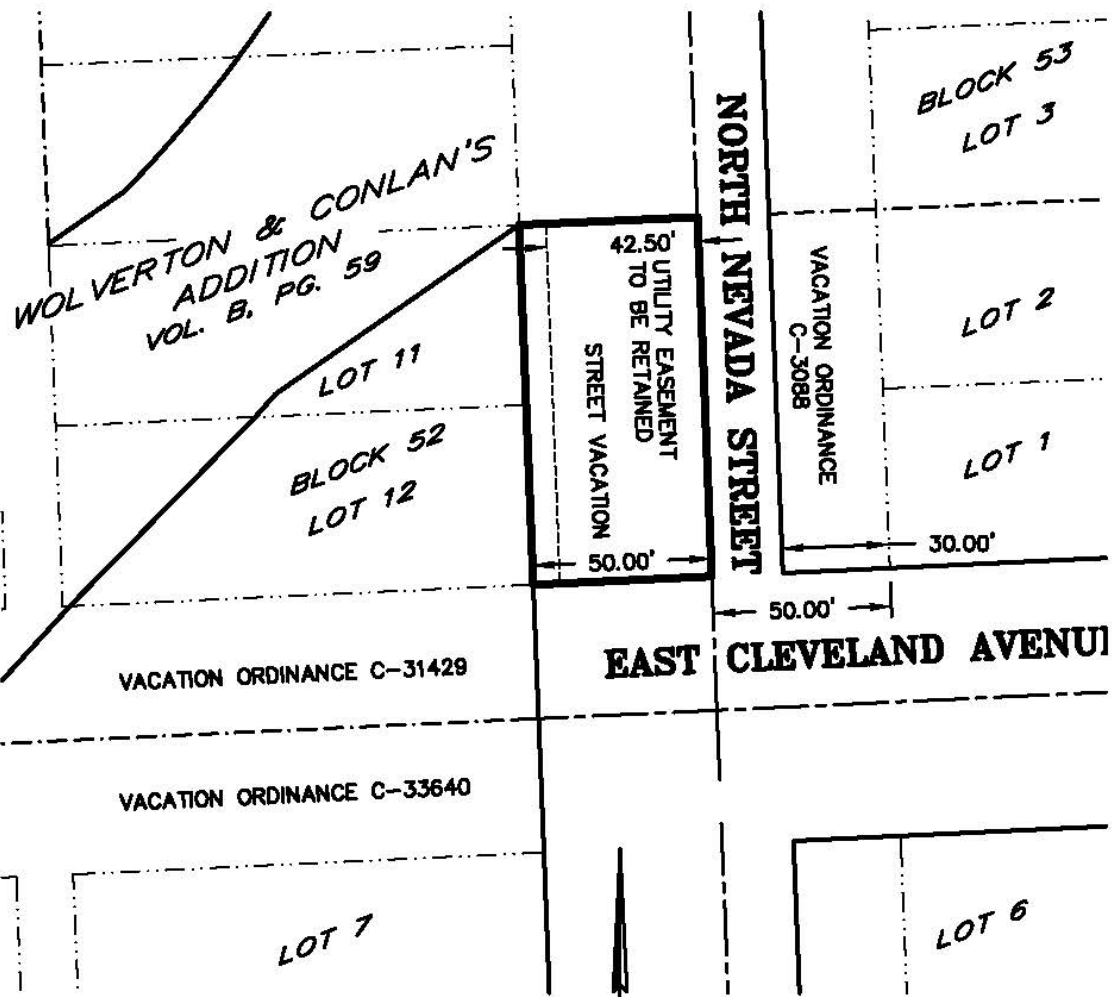


**STREET VACATION EXHIBIT:**  
A PORTION OF NORTH NEVADA STREET  
N1/2, NE1/4, SECTION 8, T25N, R43E, WM  
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

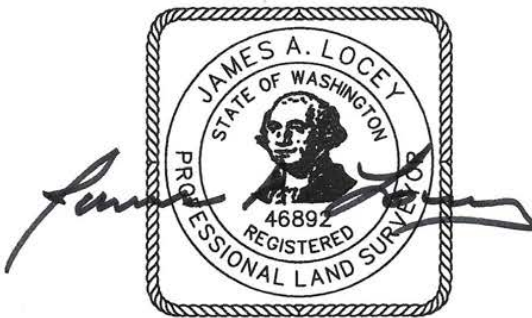


**DURYE & ASSOCIATES**  
2702 N. Perry Street  
Spokane, WA 99207  
JOB NO. 19-2749



NOTE: THIS DRAWING DOES NOT  
REPRESENT A LAND SURVEY AND IS  
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STREET VACATION LOCATION.

SCALE: 1"=50'



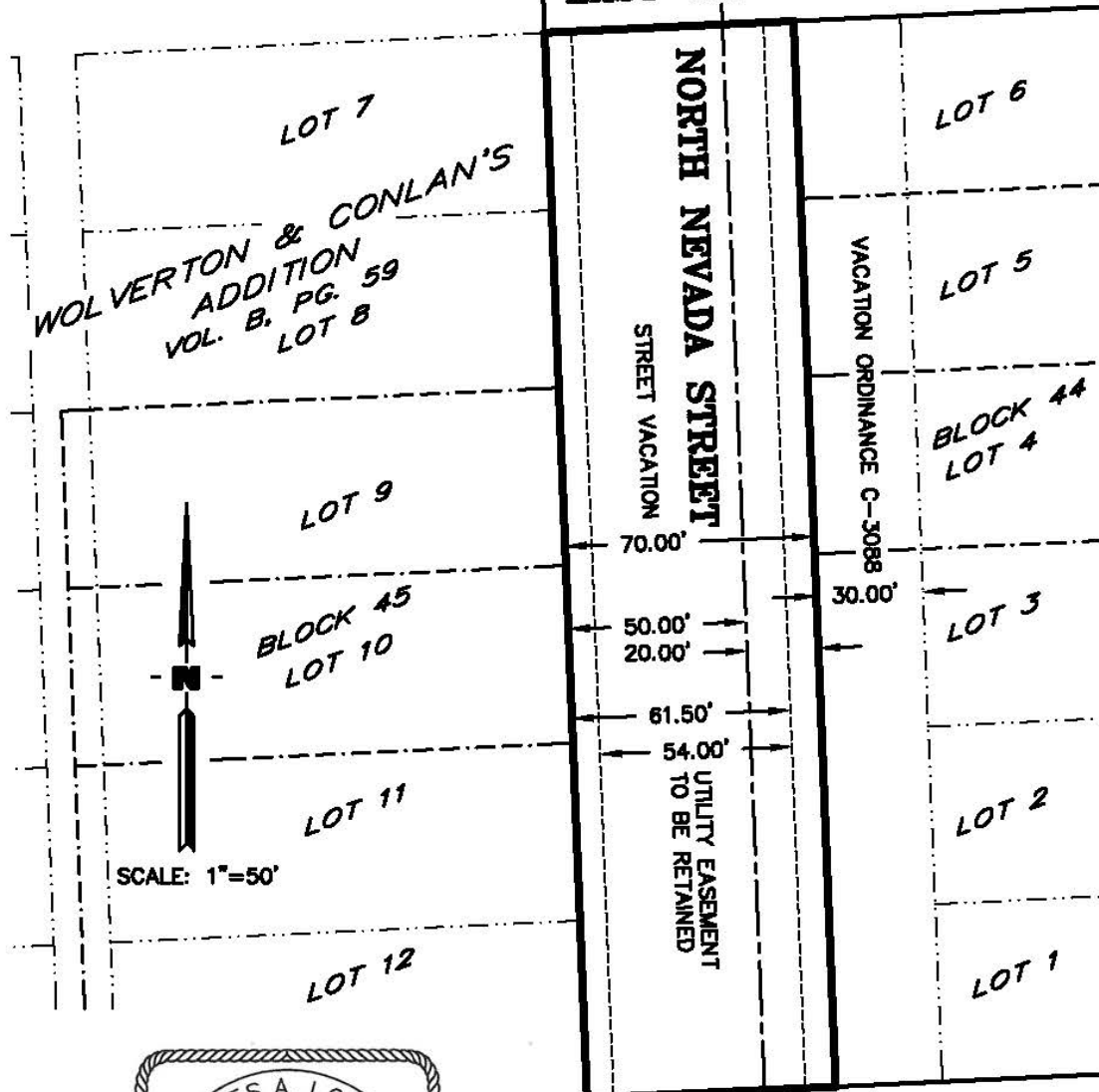
**STREET VACATION EXHIBIT:**  
A PORTION OF NORTH NEVADA STREET  
N1/2, NE1/4, SECTION 8, T25N, R43E, WM  
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

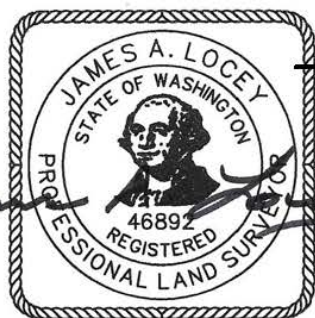
**DURYEY & ASSOCIATES**  
2702 N. Perry Street  
Spokane, WA 99207  
JOB NO. 19-2749

VACATION ORDINANCE C-33640

EAST CLEVELAND AVENUE



SCALE: 1"=50'



NORTH FOOTHILLS DRIVE

NOTE: THIS DRAWING DOES NOT REPRESENT A LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE STREET VACATION LOCATION.



**STREET VACATION EXHIBIT:**

A PORTION OF NORTH NEVADA STREET  
N1/2, NE1/4, SECTION 8, T25N, R43E, WM  
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1

**DURYE & ASSOCIATES**

2702 N. Perry Street  
Spokane, WA 99207  
JOB NO. 19-2749



BLOCK 52  
LOT 12

VACATION  
ORDINANCE  
C-31429

VACATION  
ORDINANCE  
C-33640

LOT 7

LOT 8

BLOCK 45  
LOT 9

EAST CLEVELAND AVENUE

37.50' STREET VACATION

NORTH NEVADA STREET

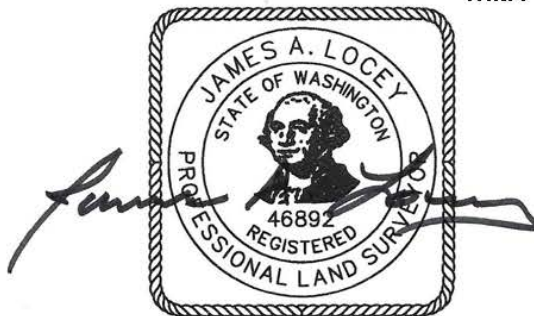
VACATION  
ORDINANCE C-3088

LOT 6  
WOLVERTON & CONLAN'S  
ADDITION  
VOL. B, PG. 59  
LOT 5

BLOCK 44  
LOT 4

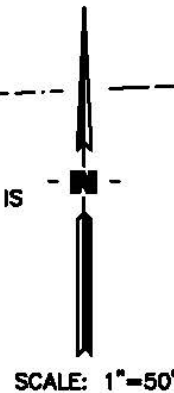
VACATION  
ORDINANCE C-30223

NOTE: THIS DRAWING DOES NOT  
REPRESENT A LAND SURVEY AND IS  
ONLY INTENDED TO DEPICT THE  
STREET VACATION LOCATION.



**STREET VACATION EXHIBIT:**  
A PORTION OF EAST CLEVELAND AVENUE  
N1/2, NE1/4, SECTION 8, T25N, R43E, WM  
CITY AND COUNTY OF SPOKANE, WASHINGTON

SHEET 1 OF 1



SCALE: 1"=50'



**DURYE & ASSOCIATES**  
2702 N. Perry Street  
Spokane, WA 99207  
JOB NO. 19-2749



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
August 5, 2020

**LOCATION:** Nevada St between North Foothills and East Wolverton, and 178 feet of Cleveland Ave east of Nevada St.

**PROPONENT:** Catholic Charities

**PURPOSE:** Construction of a 72 unit apartment complex

**HEARING:** August 17, 2020

**REPORTS:**

**AVISTA UTILITIES** – Avista does have electric facilities in the portions of Nevada & Cleveland to be vacated and gas facilities in Nevada, and therefore request an easement be reserved for those facilities.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our Coax in this area. Comcast would require an easement for access to our Coax in order to approve the vacation. If the owners want our Cable rerouted, it would be at their cost.

**CENTURYLINK** – CenturyLink has buried facilities located in the right of way to be vacated at Cleveland and Nevada and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**XO COMMUNICAITONS** – XO had fiber optic facilities on the Avista pole in this area.

**FIRE DEPARTMENT** – Thank you for the additional drawing, as it addressed all of the questions that the first plan generated. The proposed development may have to provide a private fire hydrant to replace the one that is public in their development, but that depends upon the final utility revision.

## **NEIGHBORHOOD SERVICES -**

I have some concerns about the proposed Gonzaga Haven street vacation, as well as other elements of the project relating to transportation and land use.

First, I want to make it absolutely clear that I am in complete support of the development of this parcel, the addition of new affordable housing to the Logan neighborhood, and the objective of providing a supportive environment for at-risk families. I live less than 1/2 mile from the site, and am eager to welcome new residents to the neighborhood.

My concerns are that, being an area resident and regularly experiencing some of the challenges the area faces, this development appears to be following an outdated development pattern that will not provide as much benefit to its future residents and those who live in the area as it could, and will reinforce negative land use and transportation patterns already creating problems along the North Foothills corridor. Without seeing detailed design documents some of these concerns are speculative, therefore I have requested that the development be discussed at the Bicycle Advisory Board (of which I am vice chair) and the Logan Neighborhood Council (of which I am a member).

My concerns are as follows:

1) Too much parking. Setting aside the negative externalities of surface parking (the additional storm-water run-off, the increased heat island effect, inducing automobile ownership and use, etc.), the parking takes up a large portion of the parcel. The opportunity cost here is huge; northern Logan has only two tiny public parks and significantly fewer street trees than much of the city, and the surface parking takes up land that could be devoted to trees, playgrounds, community gardens, tennis or basketball courts, or many other positive uses. Given the key demographic for Gonzaga Haven, I would think the project would try and provide as many various amenities and elements that promote good physical and mental health as is feasible.

2) The development follows an auto-oriented design. This is where I would like to see more mock-ups of the final design to be certain, however it appears that the buildings are oriented toward the parking lots and not toward the street. This is an antiquated design that enforces auto-dependency and creates an impression that anyone who does not arrive to the development by automobile is secondary. It also has the potential to create safety issues for families with children, particularly given the troubling recent trend toward oversized vehicles with large grills that have blind spots taller than even many adults. Given that Logan has plentiful opportunities for transportation by walking, cycling, and public transit, given that this development is immediately adjacent to a frequent-service bus line (and may fall

directly along STA's proposed realignment of the 27 bus), given that the city's first neighborhood greenway is being installed one block away, and given the required maximum income levels of the future residents and the high burden of societally-mandated automobile ownership on household budgets, this is the last development that should be designed around the personal automobile.

3) The street vacation will create another superblock. This may seem like a weak argument given that Nevada and Cleveland through this parcel are mostly disconnected from the rest of the side street grid. However we are only digging ourselves a deeper hole by not at least preserving the ability in the future to reconnect the street grid through this area. Nevada in particular could be reconnected to the south via existing right of way and city property. The North Foothills corridor is a string of superblocks that not only limits our ability to utilize our side street network for creative designations such as neighborhood greenways, it increases the length of travel for those traveling via active modes (particularly to high-amenity destination Yoke's Fresh Market, located squarely in the middle of these superblocks). Further, the superblocks have created in a situation where the accessibility of people using mobility devices is greatly diminished, compounded by the incomplete sidewalk grid (including crossings lacking ADA curb cuts) and generally poor sidewalk quality through the area. Which gets to the next point,

4) I do not see any indication that sidewalk and other active transportation upgrades are part of this development. The sidewalks along both Hamilton/Nevada and North Foothills are narrow and curbside. They are nearly impassable during winter due to a lack of maintenance by most property owners, probably because even if they do shovel the sidewalks the snow from the roadway gets plowed onto the sidewalks anyway because there is no buffer strip. Even outside of the snowy months the sidewalks are extremely stressful places to walk due to the zero-foot buffer from fast-moving automobile traffic, and would be terrible places for families, mobility device users, or even anyone trying to carry home groceries to transverse (my walk home from Yoke's follows North Foothills, so I can personally vouch that it is a miserable experience). Given that this development is being touted for its proximity to amenities such as Yoke's, we should be ensuring that at least along the property itself the sidewalk has a buffer from the street (which also introduces an opportunity for street trees). For the record I have suggested to the city realigning North Foothills from its current four-lane configuration to three lanes (given the low daily traffic volumes and frequent left-turn movements in and out of Yoke's parking lot I am amazed this isn't already being considered), and this could provide at least a painted buffer of a few feet from the sidewalk. At least there are sidewalks in this vicinity, as there are no cycling facilities on either North Foothills nor Hamilton, the sidewalk is not in ride-able condition, and while the city's first neighborhood greenway is being constructed a block away on Cincinnati, there is no way to



access it from the development without navigating the poor sidewalks. Then there's the concern of transit stops. The bus stop on Hamilton/North Foothills is--to be blunt--utterly pathetic, particularly the south-bound stop. Shoved up against a chain-link fence along a narrow sidewalk that abuts one of the busiest roads in Northeast, waiting at that bus stop is a loud, smelly, claustrophobic experience. Given the very high cost of automobile ownership and maintenance, one of the best ways the city can provide support for this project is to provide its residents with transportation options that feel safe, comfortable, and welcoming. The current walking, cycling, and transit experience in the Hamilton/North Foothills area is none of these things, and yet I have not heard of any efforts on the part of the city to improve the situation ahead of this development's completion.

It's not often that we get precious opportunities for supportive, affordable housing developments like this one, and given the needs of both the future development residents and current North Logan neighborhood residents, the transportation and land use practices of this proposal are weak at best and potentially harmful at worst. I strongly urge the city to continue supporting this development as a concept, but to take a very hard look at the current proposal and encourage the developing firm to redesign their proposal for this century.

Thank you very much for your consideration of my comments.

**PARKS DEPARTMENT** – No comments

**ENGINEERING** – As I'm sure the Water Dept will point out, the City has a 36" water main in the ROW.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – All parcels will be required to be aggregated prior to final approval, so as to not create any land locked parcels. Vacating Cleveland will create a dead-end alley to the north.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – East Cleveland Avenue: This street is partially paved and has curb and sidewalk. There are access driveways to the businesses on the north and south of this street. If vacated, what is the available access for these businesses to public right of way? It appears that this vacation will land lock these properties. This street also has a dumpster for the businesses here. If vacated what are the options for garbage pickup?

The alley between Gonzaga Prep and the properties to the west is in good passable shape. The alley has a number of utilities that serve the property to the west. How will the properties be served for utilities if the alley is vacated? The alley also has a number of access points to Gonzaga Prep and the properties to the west. If vacated what will happen to those access points?

If vacated, how will the alley function so that there is circulation? Will there be turnaround or cul de sac on public property?

#### North Nevada Street

This street is paved with curb and sidewalk.

If vacated, will there be a turnaround or cul de sac on public property?

This vacation appears to land lock a parcel on the SE corner of North Nevada Street and Nevada Street. Any driveway access from this parcel to Nevada would most likely not be approved due to visibility and alignment issues.

Signal and Lighting has a cable vault on the S/W corner and a cable run onto the property. Must allowed access.

#### Proposed Development Plans:

The proposed development plans are not clear what is public or private property. The proposed vacations shown in pink appear to conflict and overlap. Clarification is needed.

Please note that the City of Spokane has active communication vaults adjacent to the south curb line at the merge of Nevada. There may also be conduits with communication lines heading south from one or both vaults serving the building located at the same merge.

Scott Stipe of IT of the City Water Department? Who operates that building may be able to confirm the existence of com lines serving the building.

**WASTEWATER MANAGEMENT** - Wastewater Management has a 24" sewer main that runs the entirety of the Nevada portion of the proposed vacation. The line is 90+ years old, vitrified clay and has 10 active services in or near the proposed vacation area. It is the main sewer line for all residences and businesses along the Nevada corridor all the way to the city limit (and slightly beyond) at Hawthorne and it serves properties as far west as Wall and as far east as Crestline along that corridor. Nothing can be built over the line because we need to maintain access and because any construction above or in close proximity of the line could damage it. At a bare minimum the main and services would need to be replaced and should probably also be relocated in order to vacate that area. Because of this, we have to strongly deny the vacation request.

**WATER DEPARTMENT** – The Water Department has a 24” steel main on Nevada, 6” cast iron main on Nevada, one hydrant, and 9 active services that would need to be relocated as well as access to current city facilities in this area.

**BICYCLE ADVISORY BOARD** - “Jessica Engelman motioned that if the street vacation goes through that it includes fully separated pedestrian and bicycle access along what is currently Nevada.  
Motion seconded and motion passed unanimously.”

The feedback was that they wanted to see some kind of path for pedestrian and bicycle connectivity through the site along the current alignment of Nevada.

**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, Avista Utilities, Comcast and the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Plans for termination and closure of right-of-way must be submitted to Developer Services for review and acceptance, prior to construction, and the improvements must be satisfactorily constructed or financially guaranteed for their construction prior to the final reading of the vacation ordinance.
4. All stormwater runoff from vacated streets must be retained on-site in accordance with SMC 17D.060.
5. Three (3) access easements, two (2) to the City of Spokane for public use and one (1) to the City Fire Department for their access needs, will be recorded at the same time the vacated right of way is added to the parcels of the benefitting owners.
6. That the final reading of the vacation ordinance be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2021.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development





**From:** John Pilcher  
**Sent:** Mon, 20 Jul 2020 23:07:14 +0000  
**To:** Brown, Eldon  
**Subject:** Fwd: Bicycle Access to Gonzaga Haven

[CAUTION - EXTERNAL EMAIL - Verify Sender]

□ Please take a look below and we'd like to have a chance to see / wordsmith any proposed conditions that relate to this. Does that make sense?

Sent from JRP

Begin forwarded message:

**From:** Jonathan Mallahan <jonathan.mallahan@cceasternwa.org>  
**Date:** July 20, 2020 at 1:52:16 PM PDT  
**To:** John Pilcher <jpilcher@hhaofwa.org>  
**Subject:** **Bicycle Access to Gonzaga Haven**

□

Draft language to the City:

Gonzaga Family Haven has been designed to create safe, protected spaces for resident recreation and enjoyment. An important strategy for creating protected spaces is the separation of parking lots and physical barriers to passthrough north/south vehicle traffic. By creating this protected space, Gonzaga Family Haven's design includes over 60,000 square feet of green space and ¼ mile of pedestrian and biking paths. Catholic Charities will invite community members and neighbors to access the property and take advantage of its amenities while ensuring resident safety and wellness. Consistent with this intent, we will welcome bicyclists to traverse the property using the planned pedestrian and bicycle paths. These pathways are designed with curves to enhance the natural setting and reduce bicycle speeds. We do not support a dedicated, straight bicycle path through the property because of the potential for higher speed bicycle pedestrian interaction and lack of connecting bicycle-friendly infrastructure.

The City's adopted 2017 bicycle master plan calls for shared bicycle lanes traveling east and west on North Foothills Ave which connects to north and south routes on Perry St and Cincinnati Ave. Nevada St is not identified as a bicycle route in the plan. Given the functional considerations of the protected green space, the fact that Nevada St is not planned to include a bicycle lane, the lack of north/south bicycle connections on Hamilton St and the existence of alternate north/south bicycle connections in close proximity, a dedicated bicycle lane is not appropriate in this location.

## **Jonathan Mallahan**

**Vice President, Housing**

o: 509.459-6180 | f: 509.358.4259 | [jmallahan@ccspokane.org](mailto:jmallahan@ccspokane.org)

12. E 5<sup>th</sup> Avenue, Spokane WA 99202

## **Catholic Charities Covid-19 Response**

### **Confidentiality Notice:**

**This e-mail message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Unauthorized review, use, disclosure, or distribution is prohibited. Please contact the sender by reply e-mail and destroy all copies of the original message if you are not the intended recipient. Thank you!**







**From:** [Jim Locey](#)  
**To:** [Brown, Eldon](#); "[John Pilcher](#)"  
**Subject:** RE: ORD C35926/Street Vacation - Portions of Cleveland & Nevada  
**Date:** Wednesday, September 23, 2020 5:24:19 PM  
**Attachments:** [image001.png](#)  
[image003.jpg](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.jpg](#)

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Eldon and John,

I reviewed the last draft ordinance and it looks good. Glad we caught it before recording.

Jim Locey, PLS

cid:image006.png@01D3ECE1.184C32C0



PO Box 7400  
Spokane, WA 99207  
(509) 465-8007 – office

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**From:** Brown, Eldon [mailto:[ebrown@spokanecity.org](mailto:ebrown@spokanecity.org)]  
**Sent:** Wednesday, September 23, 2020 5:09 PM  
**To:** John Pilcher <[jpilcher@hhaofwa.org](mailto:jpilcher@hhaofwa.org)>; [jim@durysa-associates.com](mailto:jim@durysa-associates.com)  
**Subject:** FW: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

John and Jim,

Attached is the revised ordinance for your review and concurrence. Let me know if it is good or if you have any changes (we deleted the 2 release easement exhibits).

Thanks!

Eldon

*I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!*



## Eldon Brown

City of Spokane | Principal Engineer of Planning and Development Services

509.625.6305 | fax 509.625.6013 | [ebrown@spokanecity.org](mailto:ebrown@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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**From:** Johnson, Erik D. <[edjohnson@spokanecity.org](mailto:edjohnson@spokanecity.org)>  
**Sent:** Wednesday, September 23, 2020 4:34 PM  
**To:** Brown, Eldon <[ebrown@spokanecity.org](mailto:ebrown@spokanecity.org)>  
**Subject:** RE: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

Eldon,

Here is the modified ordinance for your review.

Thanks,  
Erik

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**From:** John Pilcher <[jpilcher@hhaofwa.org](mailto:jpilcher@hhaofwa.org)>  
**Sent:** Wednesday, September 23, 2020 4:06 PM  
**To:** Brown, Eldon <[ebrown@spokanecity.org](mailto:ebrown@spokanecity.org)>; Johnson, Erik D. <[edjohnson@spokanecity.org](mailto:edjohnson@spokanecity.org)>  
**Subject:** RE: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Eldon,

I just conferred with Jim at Duryea and he confirmed that a) we are not trying to vacate or have released the former vacated alley area on the eastern edge of the subject and b) the eastern edge of N. Nevada that was previously vacated does not need any additional action because no easement was retained there. So per your and my conversation 20 minutes ago, we can pull those two items.

Jim offered to review any documents you have prior to City Council submission if you wish to have another set of eyes.

JOHN

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**From:** John Pilcher  
**Sent:** Wednesday, September 23, 2020 3:47 PM  
**To:** Brown, Eldon <[ebrown@spokanecity.org](mailto:ebrown@spokanecity.org)>; Johnson, Erik D. <[edjohnson@spokanecity.org](mailto:edjohnson@spokanecity.org)>  
**Subject:** FW: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

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**From:** Jim Locey <[jim@duryea-associates.com](mailto:jim@duryea-associates.com)>  
**Sent:** Wednesday, September 23, 2020 12:03 PM  
**To:** 'John Pilcher' <[johnpilcher@hotmail.com](mailto:johnpilcher@hotmail.com)>; 'Mitch Duryea' <[mitch@duryea-associates.com](mailto:mitch@duryea-associates.com)>  
**Subject:** RE: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

John,

I reviewed the Vacation Document and found several items that need to be addressed before recording, if possible. The description for the street vacations are all correct, however the last 2 descriptions for the retained easement were in error. I included a marked up version (red lines and notes) of the Ordinance as an attachment and have also attached the exhibits that should replace the ones that are now in the document. All the exhibits were marked "preliminary". They need to be replaced with the ones I have included here. Let me know if you need me to send this or contact someone at the City to get this done.

Jim Locey, PLS



PO Box 7400  
Spokane, WA 99207  
(509) 465-8007 – office

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**From:** John Pilcher [<mailto:johnpilcher@hotmail.com>]  
**Sent:** Wednesday, September 23, 2020 10:31 AM  
**To:** Jim Locey <[jim@duryea-associates.com](mailto:jim@duryea-associates.com)>; 'Mitch Duryea' <[mitch@duryea-associates.com](mailto:mitch@duryea-associates.com)>  
**Subject:** FW: ORD C35926/Street Vacation - Portions of Cleveland & Nevada

This morning's message from the City on the filing of the Ordinance on Street Vacations.

Jim – can you please look at all these attachments and advise me if there is any other easement or missing pieces?

Note: We do have that pending easement with the SD81 warehouse property. It has not yet been signed by is in process. So I expect another easement to be coming forward on this deal. Not sure if that is material to your work on the subject property or not.

JOHN

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**From:** Price, Laura <[lprice@spokanecity.org](mailto:lprice@spokanecity.org)>  
**Sent:** Wednesday, September 23, 2020 9:09 AM  
**To:** Johnson, Erik D. <[edjohnson@spokanecity.org](mailto:edjohnson@spokanecity.org)>; Brown, Eldon <[ebrown@spokanecity.org](mailto:ebrown@spokanecity.org)>;

Becker, Kris <[kbecker@spokanecity.org](mailto:kbecker@spokanecity.org)>; Bishop, Stephanie <[sbishop@spokanecity.org](mailto:sbishop@spokanecity.org)>;  
Vanderkamp, Morgan <[mvanderkamp@spokanecity.org](mailto:mvanderkamp@spokanecity.org)>; Thompson, Robert  
<[rthompson@spokanecity.org](mailto:rthompson@spokanecity.org)>

**Cc:** [johnpilcher@hotmail.com](mailto:johnpilcher@hotmail.com)

**Subject:** ORD C35926/Street Vacation - Portions of Cleveland & Nevada

Ordinance C35926 passed by City Council on September 21, 2020.

This ordinance is being sent for recording today, September 23, 2020.

Erik, Eldon & John,

I understand the recorded copy is needed for moving forward with Gonzaga Haven. I expect this to arrive at the county tomorrow or possibly Friday. I will be requesting a scanned copy of the recorded ordinance from the county ASAP and will distribute it to you as soon as I receive it.

Thank you,



**Laura Price | City of Spokane | Clerk II**  
**808 W. Spokane Falls Blvd. Spokane, WA 99201**  
**| 509-625-6304 | fax 509.625.6217 | [lprice@spokanecity.org](mailto:lprice@spokanecity.org)**

**ADVISORY:** Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

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

09/28/2020

**Date Rec'd**

9/16/2020

**Clerk's File #**

ORD C35947

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

DEVELOPER SERVICES CENTER

**Cross Ref #**

RES 2020-0063

**Contact Name/Phone**

ELDON BROWN 625-6305

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

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 - ALLEY- JULIA-CENTRAL STREET VACATION

**Agenda Wording**

Vacation of the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street, as requested by Thomas Kosteletzky

**Summary (Background)**

At its legislative session held on August 31, 2020, the City Council set a hearing on the above vacation for September 28, 2020 Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WEST, JACQUE

**Study Session\Other**

UE 08/17/2020

**Division Director**

WEST, JACQUE

**Council Sponsor**

CP Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

kbecker@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

mvanderkamp@spokanecity.org

**Purchasing**

ebrown@spokanecity.org

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35947

An ordinance vacating the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street

WHEREAS, a petition for the vacation of the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street has been filed with the City Clerk representing 100% 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 Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street in the Northeast quarter of Section 34, Township 26 North, Range 43 East, Willamette Meridian, 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 Avista Utilities, CenturyLink, and 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: \_\_\_\_\_



P2003824VACA

N Sycamore St

N Julia St

E Bismark Ave

E Central Ave

0 30 60 90 Feet



**Right-of-way Description:**  
**The alley between Bismark and Central**  
**From Sycamore to Julia**

**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.







## CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

### STREET VACATION REPORT September 8, 2020

**LOCATION:** Alley between Bismark and Central, from Sycamore to Julia

**PROPONENT:** Thomas Kostelecky

**PURPOSE:** Site development

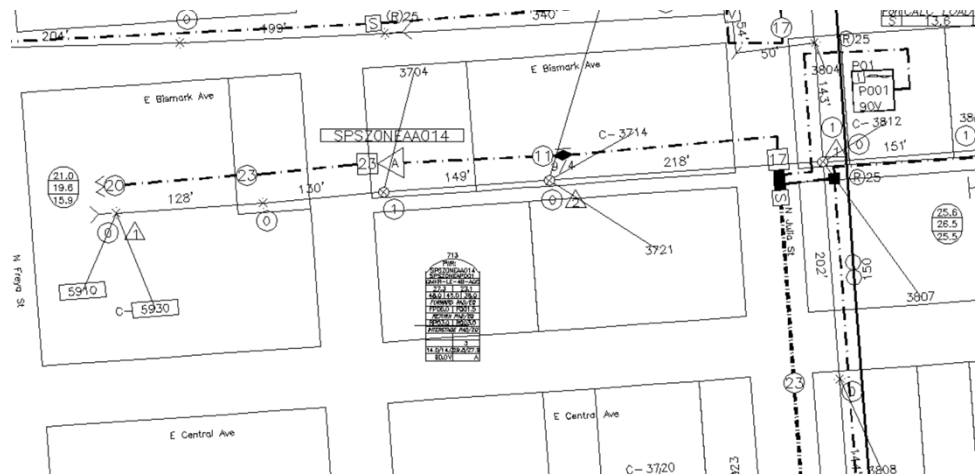
**HEARING:** September 28, 2020

**REPORTS:**

**AVISTA UTILITIES** – Avista does have overhead electric facilities in the Bismark-Central Alley to be vacated and therefore requests an easement be reserved for those facilities

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities within the proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our Coax in the area. We would just need access to our plant. Other than that, Comcast has no objection to the vacation.



**CENTURYLINK** – CenturyLink has cable facilities in the Alley right of way to be vacated and would like to retain easements rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed.

**XO COMM/VERIZON** – XO Communications/Verizon does not have any facilities in this area.

**ZAYO COMMUNICATIONS** – Zayo has no comment and or objection to this requested vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no concerns with this vacation request.

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – Solid Waste has no concerns with this request.

**STREET DEPARTMENT** - No comments

**WASTEWATER MANAGEMENT** - Wastewater Management has no assets in the proposed vacation area. Therefore, provided on site runoff be maintained and treated on site, we have no objections to the vacation.

**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, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.

2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago as recommended by City Staff.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive, flowing style with a large, stylized 'E' and 'B'.



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_