

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Eleventh** Updated Proclamation **20-28.11**, dated **October 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 **November 9, 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 **November 9, 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 **146 352 3984** 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, November 9, 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, NOVEMBER 9, 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 MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

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 November 9, 2020:

User Name: **COS Guest**

Password: **EA2qY9aP**

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**

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# **ADMINISTRATIVE SESSION**

## **CONSENT AGENDA**

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

### **RECOMMENDATION**

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 1. | Consultant Agreement Amendment/Extension with Journal Technologies, Inc. for legal case management software license, maintenance, and support for Spokane Municipal Court, as well as Prosecutors, Probation, and the Public Defender's office from November 1, 2020, through June 30, 2022—not to exceed \$85,000. | Approve | OPR 2017-0259                |
| 2. | Contract Extension with Infinite Innovations to support the completion of the eSuite Legal Case Management Solution from January 1, 2021, through December 31, 2021—\$117,000.  | Approve | OPR 2020-0028                |
| 3. | Approve budgeted Performance Management Office 2021 Contractual Service Funds to be used to extend funding of existing VOLT contract for critical path resources—\$240,000.   | Approve | OPR 2017-0876<br>ENG 2018114 |

- |    |  |   |                                      |
|----|--|---|--------------------------------------|
| 4. | <b>Consulting Contract with Osborn Consulting Engineers to perform the stormwater study—\$187,565.</b>   | <b>Approve</b>                                  | <b>OPR 2020-0799</b>                 |
| 5. | <b>Multiple Family Housing Property Tax Exemption Agreements with:</b>   | <b>Approve</b>                                  |                                      |
|    | a. Quigley 2, LLC for up to 7 new multi-family housing units located at 6030 N. Ruby St., Parcel Number 36322.1018.  |   | OPR 2020-0800                        |
|    | b. Xavier Property I, LLC for 4 new multi-family housing units located at 1916 N. Wall St., Parcel Number 35074.4306.  |   | OPR 2020-0801                        |
|    | c. Boleymonn, LLC for up to 12 new multi-family housing units located at 812 E. 5th Ave., Parcel Number 35201.5317.  |   | OPR 2020-0802                        |
| 6. | <b>Memorandum of Understanding between Downtown Library and Public Works to transfer budget to the Library to finish the landscaping surrounding the building and complete the paving of the south half of Lincoln Street adjacent to the Downtown Library building—\$400,674.</b> | <b>Approve</b>                                  | <b>OPR 2020-0803<br/>ENG 2010088</b> |
| 7. | <b>Grant Award Acceptance from Kaiser Permanente to prevent and respond to the spread of COVID-19 among the homeless population and to subgrant these funds to homeless service providers—\$150,000. (Relates to Special Budget Ordinance C35968)</b>                              | <b>Approve</b>                                  | <b>OPR 2020-0804</b>                 |
| 8. | <b>Report of the Mayor of pending:</b>   | <b>Approve &amp;<br/>Authorize<br/>Payments</b> |                                      |
|    | a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 30, 2020, total \$7,057,269.56, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,388,584.15.     |   | CPR 2020-0002                        |
|    | b. Payroll claims of previously approved obligations through October 31, 2020: \$7,565,991.87.   |   | CPR 2020-0003                        |
| 9. | <b>City Council Meeting Minutes: October 26, October 29, and November 5, 2020.</b>   | <b>Approve<br/>All</b>                          | <b>CPR 2020-0013</b>                 |

## **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**

**SPECIAL BUDGET ORDINANCES**(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35968 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:

Miscellaneous Community Development Grants Fund

FROM: Private Grants, \$150,000;

TO: Various Accounts, same amount.

(This action is needed to respond and prevent COVID-19 amongst the Spokane County populations experiencing homelessness.) (Relates to Consent Agenda Item No. 7) (Council Sponsor: Council President Beggs)

**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0081 Approving the appointment of Cupid Alexander as Division Director of Neighborhood, Housing and Human Services for the City of Spokane. (Council Sponsor: Council Member Stratton)
- RES 2020-0082 Incorporating amendments to the street projects listed in the 2021-2026 Citywide Capital Improvement Program for the City of Spokane. (Relates to Hearing Item H1.) (Council Sponsor: Council President Beggs)
- RES 2020-0083 Declaring and finding a substantial need for purposes of setting the limit factor for the Property Tax Levy for 2021. (Relates to Ordinance C35969) (Council Sponsor: Council President Beggs)

**Request motion to substitute with updated version of Public rule and Procedure (RES 2020-0084):**

- RES 2020-0084 Regarding the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsor: Council President Beggs)
- RES 2020-0085 Regarding the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule. (Council Sponsor: Council President Beggs)
- ORD C35456 Vacating the alley between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, from the east line of McClellan Street to the west line of Browne Street. (First Reading held November 28, 2016) (As substituted on November 2, 2020)

- ORD C35885**      Vacating the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition. (First Reading held January 27, 2020)
- ORD C35947**      Vacating the alley between Bismark Avenue and Central Avenue, from the east line of Sycamore Street to the west line of Julia Street. (First Reading held September 28, 2020)
- ORD C35960**      (To be considered under Hearings Item H1.)
- ORD C35961**      Relating to the pretreatment requirements; amending SMC sections 13.03A.0101 through 13.03A.1204, of the Spokane Municipal Code; adopting new sections 13.03A.0200, 13.03A.0412, and 13.03A.1106 to Chapter 13.03A SMC; repealing sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35962**      Relating to the rates of Wastewater and Sewer public utilities and services, amending SMC Sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to Chapter 13.03 of the Spokane Municipal Code; repealing sections SMC 13.03.1014, and 13.03.1016, and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35963**      Relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35964**      Relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35965**      Relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35969**      Updating the annual City of Spokane property tax levy for 2021. (Relates to Resolution 2020-0083) (Council Sponsor: Council President Beggs)

**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35970**      **Renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state, and local authority and specifying limitations, terms and conditions governing the exercise of said Franchise Agreement. (Council Sponsor: Council President Beggs)**

**FURTHER ACTION DEFERRED****SPECIAL CONSIDERATIONS**

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

**RECOMMENDATION**

- |            |   |                        |                      |
|------------|---|------------------------|----------------------|
| <b>S1.</b> | <b>Purchases by Fleet Operations for Police Department using WA State Contract #05916 of:</b> | <b>Approve<br/>All</b> |                      |
|            | <b>a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax).</b>             |                        | <b>OPR 2020-0781</b> |
|            | <b>b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax).</b>    |                        | <b>OPR 2020-0782</b> |

(Deferred from November 2, 2020, Agenda)

**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**

- |            |   |   |                   |
|------------|---|---|-------------------|
| <b>H1.</b> | <b>Final Reading Ordinance C35960 of the City of Spokane, Washington, adopting a Six-Year Citywide Capital Improvement Program for the years 2021 through 2026 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City Of Spokane Comprehensive Plan. (Relates to Resolution 2020-0082)</b> | <b>Pass Upon<br/>Roll Call<br/>Vote</b> | <b>ORD C35960</b> |
|------------|---|---|-------------------|

- |     |  |   |               |
|-----|--|---|---------------|
| H2. | Continuation of Public Hearing on 2021 Proposed Budget. (Continued from November 2, 2020, Agenda.) | Hold<br>Hearing.<br>then<br>Continue<br>to 11/16/20 | FIN 2020-0001 |
|-----|--|---|---------------|

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## OPEN FORUM (CONTINUED) – WILL NOT BE HELD

### ADJOURNMENT

The November 9, 2020, Regular Legislative Session of the City Council is adjourned to November 16, 2020.

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## NOTES



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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2017-0259

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

INNOVATION &amp; TECHNOLOGY

**Contact Name/Phone**

MICHAEL 625-6468

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

5300 JTI JUSTWARE EPROBATION AMENDMENT

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

CR22059

**Agenda Wording**

Amendment to contract OPR2017-0259, which is the replacement/upgrade of the legal case management software platform used by Spokane Municipal Court, as well as Prosecutors, Probation and the Public Defender's office. Term is Nov. 1, 2020-June 30,2022

**Summary (Background)**

The replacement of the current Legal Case Management System (Justware) was approved in 2017 and the implementation is currently in process. Since the initial approval in 2017, the Probation Department has gone through significant business changes that affect the current configuration of the eProbation module. This contract amendment is required in order to provide additional configurations and functionality of the eProbation module in support of the Probation Department business processes.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 85,000.00

# 5310-73100-94000-56403

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

SLOON, MICHAEL

**Division Director**

FINCH, ERIC

**Finance**

BUSTOS, KIM

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

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

PIES 10/26/2020

**Council Sponsor****Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax &amp; Licenses

Maryjoe Rodriguez - mrodriguez@journaltech.com

## Briefing Paper

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

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Journal Technologies eSuite Amendment OPR2017-0259
<b>Date:</b>	October 26, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, msloon@spokanecity.org, 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	PIES 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)	Amendment to OPR2017-0259 for expanded configuration of the eProbation module.  Utilizing Budget Account #5310-731000-94000-56403
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	October 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	An amended contract in order to implement the additional configuration for eProbation.
<b>Background/History:</b>  The replacement of the current Legal Case Management System (Justware) was approved in 2017 and the implementation is currently in process. Since the initial approval in 2017, the Probation Department has gone through significant business changes that affects the current configuration of the eProbation module. This contract amendment is required in order to provide additional configurations and functionality of the eProbation module in support of the Probation Department business processes. This contact amendment includes additional professional services for expanding the eProbation module configuration, which is an additional \$85,000. Original contract amount is \$413,000 not including tax. New contract amount is \$498,000 not including tax.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Journal Technologies, Inc. for professional services to expand the eProbation module configuration, which is part of the new legal case management system eSeries.</li> <li>Requesting additional \$85,000 for professional services.</li> <li>Term is November 1, 2020 – June, 2022</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONSULTANT AGREEMENT  
AMENDMENT / EXTENSION**

Title: **SOFTWARE LICENSE SUPPORT  
AND MAINTENANCE AGREEMENT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide certain Software License, Maintenance and Support for the City; and*

*WHEREAS, a change or revision of the original contract has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated April 24, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on November 1, 2020 and shall be completed by June 30, 2022.

**3. AMENDMENTS.**

The original Contract is amended to provide additional configurations and functionality of the eProbation module in support of the Probation Department in accordance with the attached Statement of Work.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)** for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**JOURNAL TECHNOLOGIES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

20-180

# **Exhibit G** **Statement of Work**

City of Spokane (“Client”)

and

Journal Technologies, Inc. (“Journal Technologies”)



# Cost, Project Phases and Plan

## Background

Pursuant to the terms and conditions of this Statement of Work, and those of the Agreement between the parties, the configuration of eProbation will be expanded upon for the Spokane Municipal Probation department. Journal Technologies and the Spokane Municipal Probation Department have established this Statement of Work to encompass the requested enhancements and changes to the configuration previously delivered.

In accordance with Section 2.3.2 (“Incorporation of Statement of Work”) of the Professional Services Agreement between the parties, this Statement of Work, as of the date of the last signature below, shall be incorporated into the Professional Services Agreement and shall constitute an agreement under and be subject to the non-conflicting provisions of that Professional Services Agreement.

## Cost

The services contained in this Statement of Work will be delivered at the cost of \$85,000. For the avoidance of doubt, this cost is in addition to the costs for professional services set forth in the Agreement at the time of its execution, April 24, 2017, and is in exchange for additional configuration work not included in the parties’ Agreement at the time of its execution.

## Project Phases and Plan

Journal Technologies and Client shall work together under these general phases.

### ***A. Provide Ongoing Project Management***

Journal Technologies creates a monthly status report, but its tracking tools allow for real-time tracking of configuration velocity and release schedules. The Client will need to manage its resources, schedules and budgets, but the Journal Technologies project manager will manage the Journal Technologies resources, configuration deliverables, and manage the Scope of Work.

### ***B. Configuration***

Functional pieces to be configured per this Statement of Work:

- 1) Structural Changes
  - a) No longer use person record. All aspects will be moved to the Client record.
  - b) Assessments will be moved under the supervision sub-case.
  - c) Assessments will be shared among supervision cases (if staff perform an assessment in one, it will show in the assessments section of the others). Assessments must be accessible in the client record whether or not the cases are closed.
  - d) Case Plan (Behavior Change Plan) will be moved under the supervision sub-case. - The Case Plan will live under the case file (sub-case) specific to the court conditions, risk/needs. If possible, show the case plan on other case files (sub-cases) if more than one active case is being monitored concurrently. Also, if possible, when creating the case plan, Journal Technologies would like to link the plan to conditions/requirements of other active cases.

- i) Journal Technologies will deliver a method to create/monitor case plans on multiple cases from a central perspective. Details will be added on the solution once Journal Technologies has explored the available tools. This will happen at the beginning of configuration of this item.
  - ii) If unable to successfully deliver the functionality above, Journal Technologies will work with Client to create a “workaround” or mutually agreed upon alternate solution.
- e) Notes will be taken at the sub-case level, but should roll into the overall “chronological notes on the name.
- f) Recommendation creation and tracking
  - i) Need the ability to track what the recommendations were and what is ordered. Be able to track and see whether or not the recommendations “adhered to.”
  - ii) Journal Technologies will add a recommendations add form and folder view to contain the recommendations.
  - iii) Recommendations may be added pre-sentence and post-violation.
  - iv) Recommendations shall be added to the JDA document to be sent to eCourt.
- g) When violations are logged, they should NOT be sent to the court. They should be compiled, then the user should generate a “court report” which will then pull the violations and recommendations into it. The violations should also be sent via the interface to eCourt, eProsecutor and eDefender as they are currently (July2020).
  - i) Violations are two types – 1. Technical and 2. Major.
  - ii) Violations shall be linked to items in the Behavior Change Plan
  - iii) Outcomes and sanctions of these violations shall be added and tracked
  - iv) Compliance to the outcome shall be tracked
  - v) A JDA template will be written to pull in technical violations in the form of a Probation Agreement
  - vi) Only major violations are sent to the court.
- 2) Case Plan (Behavior Change Plan)
  - a) Configure the structure to follow what Journal Technologies implemented in SLC.
    - i) SLC Contains 3 layers
      - (1) Criminogenic Need
      - (2) Goal
      - (3) Tool
    - ii) Journal Technologies can re-define these layers and potentially add a layer, if needed. Journal Technologies and Client will jointly assess and apply the best approach.
  - b) Show color coded domain breakdown for the Criminogenic Needs based on results of the ORAS-CST Risk Assessment Domains.
    - i) The domain score and the overall assessment score remain. However the level must be capable of override.
    - ii) Journal Technologies will configure an override process to designate the override to be approved by appropriate staff.
  - c) Allow for probation staff to update goals/tools to be used toward the Criminogenic Needs

- i) Provide a structure for prioritization of criminogenic needs and the prosocial factors for each. One goal may be tied to many criminogenic needs and one criminogenic need may have many goals.
  - ii) Personal goals should be tracked with the ability to link to court conditions and barriers (Michael to provide the list of 10-15 barriers).
- 3) Risk Assessments built in as system Questionnaires (If the algorithms are provided, Assessments will be configured to calculate the scores)
  - a) ORAS CST - Community Supervision Tool
  - b) Michigan Alcoholism Screening Test
  - c) Ontario Domestic Assault Risk Assessment
  - d) University of Rhode Island Change Assessment Scale
  - e) K6+ - Kessler Psychological Distress Scale
  - f) ORAS CSST - COMMUNITY SUPERVISION SCREENING TOOL
- 4) Header modifications
  - a) Most recent ORAS CST Score overall risk level and needs level will show in the header
    - i) If from an override, the override risk level will be displayed.
  - b) Update columns to include “hover over” functionality for additional info
    - i) Demographic information
      - (1) Including Alias/AKA/Nickname
    - ii) Active Supervisions
      - (1) Including both pre/post adjudication cases in all supervision types (EM, DOC, MHC, VET, DUI)
    - iii) Upcoming events
      - (1) Office Events
      - (2) Court Events
- 5) Configure Specialty Court case add forms/edit forms/folder views to match SLC configuration.
  - a) Treatment Court configuration Phases must be configured. Journal Technologies will begin with the model set up for SLC and modify for the following:
    - i) DUI Court
    - ii) Veterans Court
    - iii) Mental Health Court
    - iv) Configurable new programs
- 6) Pretrial Supervision case add forms/edit forms/folder views to begin with the SLC configuration to be modified for the Client
- 7) Configure programs/classes in TimeSlots
  - a) Alive at 25
  - b) EHM Orientation
  - c) Track compliance to the programs and classes
    - i) These are the classes for now, with Thinking for a Change, Moral Reconciliation Therapy (MRT) and MRT- DV, and Attitudinal Dynamics of Driving to be added. This is more than whether a client shows up, but includes notes that are private per the instructor and not shared overall due to the nature of the courses and the average length of the education/program courses may range from 12 – 26 weeks



with checked completion items per week. There are specific structure requirements for each of the programs outlined.

- 8) Early termination data and workflow
  - a) The current (July 2020) environment contains a work queue configured for early termination workflow
    - i) Journal Technologies will review and enhance, if necessary, this queue and process.
- 9) Supervision Summary Report
  - a) Create a report to be run from the name summary which will look across all supervision cases to report on conditions in each case, compliance/issue/status of all conditions. If possible, link back to the subcase.
- 10) Notes will be taken at the sub-case level, but should roll into the overall “chronological notes on the name.

#### ***C. Public Portal***

- Public portal to be configured by Client. Journal Technologies to support and supplement that effort, not to exceed 40 hours.

#### ***D. User Acceptance Testing***

- Client and Journal Technologies will develop a testing plan.
- Client will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 15 workdays to Journal Technologies and appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- Journal Technologies will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

#### ***E. Cutover Plan, Implementation Training and Deployment***

- Client and Journal Technologies will determine the deployment schedule.
- Client, with Journal Technologies’ assistance, will develop a training plan.
- Client will deliver end user training.
- Journal Technologies will create a deployment plan with Client’s assistance.
- Prior to the go-live Client will indicate that the System configurations fulfill its requirements and will pay the fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.
- Final conversion and deployment will bring the system live in the production environment.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

*[Signature Page Follows]*

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Client Signature  
1100 W Mallon Ave, Spokane, WA 99260

---

Date

---

Danny Hemnani, Vice President and Director of Implementations  
Journal Technologies, Inc.

---

Date

## Washington State Department of Revenue

[Services](#) [Business Lookup](#) [JOURNAL TECHNOLOGIES, INC.](#)

## License Information:

[New search](#) [Back to results](#)**Entity name:** JOURNAL TECHNOLOGIES, INC.**Business name:** JOURNAL TECHNOLOGIES, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-789-541**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050**Mailing address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Federal Way General Business - Non-Resident</a>	16-101615-00-BL			<a href="#">Active</a>	Dec-31-2020	Apr-04-2016
<a href="#">Spokane General Business - Non-Resident</a>	T11052911BUS			<a href="#">Active</a>	Dec-31-2020	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

<a href="#">Governing people</a>	<a href="#">Title</a>
----------------------------------	-----------------------

JOURNAL TECHNOLOGIES, INC.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/5/2020 9:30:19 AM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2020

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

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

<b>PRODUCER</b> Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com 0008309	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (626) 799-7000 <b>FAX (A/C, No):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Trumbull Insurance Company <b>INSURER C:</b> Hartford Casualty Insurance Company <b>INSURER D:</b> Hartford Underwriters Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	<b>NAIC #</b> 19682 27120 29424 30104

**COVERAGES****CERTIFICATE NUMBER:** 54476984**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNZD0574	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NO OWNED AUTOS			72UUNZD0574	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto PD Ded \$1000\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72RHUZD0339	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	72WEGH2790	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Software Errors & Omissions & Cyber Liability - PROFESSIONAL LIABILITY			72 TE 0323455-19	1/1/2020	1/1/2021	Limit \$5,000,000 per Glitch Limit: \$5,000,000 Aggregate Retention \$250,000
A	Crime - Employee Theft			72UUNZD0574	1/1/2020	1/1/2021	Limit \$50,000

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

GL Additional Insured, Primary & Non-Contributory Wording and Waiver of Subrogation apply per HG 00 01 09 16 attached, only if required by written contract/agreement. Additional Insured(s): City of Spokane, MIS Department

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane, MIS Department  
Attn: Joan Hamilton, Operations Manager  
808 W Spokane Falls Blvd., 7th Floor  
Spokane WA 99201-3344

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

Debra Rosas

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ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to



impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. "Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**4. "Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**5. "Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**10. "Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/28/2020
<b>Clerk's File #</b>	OPR 2020-0028
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PMO
<b>Contact Name/Phone</b>	DUSTY X 6482
<b>Contact E-Mail</b>	DFREDRICKSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5750 - PMO OFFICE CONTRACT EXTENSION WITH INFINITE INNOVATIONS.

**Agenda Wording**

Contract extension with Infinite Innovations to support the completion of e Suite Legal Case Management Solution.

**Summary (Background)**

This contract would allow the ITSD team the capacity to continue moving the eSeries Project to completion while Infinite Innovations provides the operational support and maintenance capacity for JustWare.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	

Expense	\$ 117,000.00	# 5750-73250-18880-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	FREDRICKSON, DUSTY	<b><u>Study Session\Other</u></b>	Finance Committee
<b><u>Division Director</u></b>	ORMSBY, MICHAEL	<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		

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

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	Volt Workforce Solutions – Contract Funding Extension for 2020
<b>Date:</b>	10/07/2020
<b>Author (email &amp; phone):</b>	Dusty Fredrickson, PMO - Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration
<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)	This agenda item directly supports the completion of the eSuite Legal Case Management solution.
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	12/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Committee approval of the following: <ol style="list-style-type: none"> <li>1) Extension of SC 2017-0876 through the end of 2021</li> <li>2) Allocation of PMO (5750) Contractual Services budget to fund the extension</li> </ol>
<b>Background/History:</b> Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.  Funding this contract for 2021 will allow the eSuite project to retain: <ol style="list-style-type: none"> <li>1) Project Management capacity necessary to support the project's complexity and size</li> <li>2) Business/Technical Analyst capacity to complete technically complex project deliverables</li> </ol> Without these resources, and their skill-sets, the eSuite project team will lose valuable content knowledge, as well as, team capacity that will put the project's completion at risk.	
<b>Executive Summary:</b> Requesting approval use \$240,00 of PMO 2021 Contractual Services to fund Volt Contract 2017-0876 in 2021 for: <ul style="list-style-type: none"> <li>• Project Management Services: \$140,000 @ \$72/hour</li> <li>• Business/Technical Analyst Services: \$100,000 @ \$52/hour</li> </ul> This amount will be funded via the PMO's internal services departmental allocation model.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> <div style="display: flex; justify-content: center; gap: 20px;"> <input checked="" type="checkbox"/> <input type="checkbox"/> </div>	

Consistent with current operations/policy?

Yes

No

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required:

Known challenges/barriers:



# 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:** 10/8/20

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

**Department:** Office of Performance Mgmt/Project Mgmt Office

**Approving Supervisor:** Dusty Fredrickson

**Amount of Proposed Expenditure:** \$240,000.00

**Funding Source:** PMO Contractual Services

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

**Why is this expenditure necessary now?**

Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.

The current Volt contract needs an extension to the end of 2021, as well as funding through the end of December 2021.

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

If the contract cannot be funded, the eSuite will have to be put on hold as the project team will lose core team capacity and valuable content knowledge. Team capacity will put the project's completion at risk.

**What alternative resources have been considered?**

Reallocation of internal PMO and ITSD resources have been considered but are not available due to competing project priorities and operational assignments

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

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:** Dusty Fredrickson

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

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**City of Spokane**

**CONTRACT EXTENSION WITH COST**

Title: BUSINESS ANALYSIS SOFTWARE  
DEVELOPMENT AND SUPPORT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and INFINITE INNOVATIONS, LLC, whose address is 8390 N CHATEAUX DR, HAYDEN LAKE, ID 83835, as "Company". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE BUSINESS ANALYSIS SOFTWARE DEVELOPMENT APPLICATION WITH SERVER SUPPORT AND QUALITY ASSURANCE FOR THE CITY OF SPOKANE'S JUSTWARE ESERIES SYSTEM; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated January 8, 2020, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective January 1, 2021.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:  
.
4. **EXTENSION.** The contract documents are hereby extended and shall run through December 31, 2021.
5. **COMPENSATION.** The City shall pay ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND NO[ ]/100 DOLLARS, (\$117,000.00]) for everything furnished and done under this Contract Extension.

INFINITE INNOVATIONS, LLC	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Extension:



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/28/2020
<b>Clerk's File #</b>	OPR 2017-0876
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PMO	
<b>Contact Name/Phone</b>	DUSTY X 6482	
<b>Contact E-Mail</b>	DFREDRICKSON@SPOKANECITY.ORG	
<b>Agenda Item Type</b>	Contract Item	
<b>Agenda Item Name</b>	5750 - PERFORMANCE MANAGEMENT OFFICE CONTRACT EXTENTION W/VOLT	

**Agenda Wording**

Approve budgeted Performance Management Office 2021 Contractual Service funds to be used to extend funding of existing VOLT contract for critical path resources.

**Summary (Background)**

The current Volt contract extends and is funded to the end of 2020. Funding this project contract for the balance of 2021 will allow the eSuite project to: -Project Management capacity necessary to support the project's complexity and size - Business/Technical Analyst capacity to complete technically complex project deliverables if the contract cannot be funded the eSuite project team will lose valuable content knowledge that will put the project completion at risk.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense \$ 240,000.00		# 5750-73250-18880-54201-99999
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	FREDRICKSON, DUSTY	<b><u>Study Session\Other</u></b> Finance Committee
<b><u>Division Director</u></b>	ORMSBY, MICHAEL	<b><u>Council Sponsor</u></b>
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	PICCOLO, MIKE	dfredrickson@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kkeck@spokanecity.org
<b><u>Additional Approvals</u></b>		lmartelle@spokanecity.org
<b><u>Purchasing</u></b>		aduffey@spokanecity.org



## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	Volt Workforce Solutions – Contract Funding Extension for 2020
<b>Date:</b>	10/07/2020
<b>Author (email &amp; phone):</b>	Dusty Fredrickson, PMO - Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration
<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)	This agenda item directly supports the completion of the eSuite Legal Case Management solution.
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	12/31/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Committee approval of the following: <ol style="list-style-type: none"> <li>1) Extension of SC 2017-0876 through the end of 2021</li> <li>2) Allocation of PMO (5750) Contractual Services budget to fund the extension</li> </ol>
<b>Background/History:</b> Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.  Funding this contract for 2021 will allow the eSuite project to retain: <ol style="list-style-type: none"> <li>1) Project Management capacity necessary to support the project's complexity and size</li> <li>2) Business/Technical Analyst capacity to complete technically complex project deliverables</li> </ol> Without these resources, and their skill-sets, the eSuite project team will lose valuable content knowledge, as well as, team capacity that will put the project's completion at risk.	
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<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> <div style="display: flex; justify-content: center; gap: 50px;"> <input checked="" type="checkbox"/> <input type="checkbox"/> </div>	

Consistent with current operations/policy?

Yes

No

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required:

Known challenges/barriers:



# 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:** 10/8/20

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

**Department:** Office of Performance Mgmt/Project Mgmt Office

**Approving Supervisor:** Dusty Fredrickson

**Amount of Proposed Expenditure:** \$240,000.00

**Funding Source:** PMO Contractual Services

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

**Why is this expenditure necessary now?**

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- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:** Dusty Fredrickson

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

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**City of Spokane**

**CONTRACT EXTENSION WITH COST**

Title: eSuite Business/Technical Analyst

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and VOLT WORKFORCE SOLUTIONS, A DIVISION OF VOLT MANAGEMENT CORP. ("CONSULTANT"), whose address is 1420 N Mullan Rd #110, Spokane Valley, WA 99206, as "Consultant". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to supply resources to support the completion of the eSuite project; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated December 15, 2017, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective January 1, 2021.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:  
.
4. **EXTENSION.** The contract documents are hereby extended and shall run through December 31, 2021.
5. **COMPENSATION.** The City shall pay TWO HUNDRED FORTY THOUSAND DOLLARS AND NO 1/100 DOLLARS, (\$240,000.00) for everything furnished and done under this Contract Extension.

<p><b>VOLT WORKFORCE SOLUTIONS</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p><b>CITY OF SPOKANE:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

<p><b>ATTEST:</b></p> <p>_____</p> <p>City Clerk</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p> <p>Assistant City Attorney</p>
--	--

Attachments that are part of this Contract Extension:

2017-0876  
**CERTIFICATE OF LIABILITY INSURANCE**

Page 1 of 3

DATE (MM/DD/YYYY)  
03/26/2020

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305-1911 USA	<b>RECEIVED</b> <b>APR 06 2020</b> <b>ACCOUNTING</b>	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Orange, CA 92865	<b>RECEIVED</b> <b>MAY 26 2020</b> <b>CITY CLERK'S OFFICE</b>	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C: Illinois National Insurance Company</td><td>23817</td></tr><tr><td>INSURER D: American Home Assurance Company</td><td>19380</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: New Hampshire Insurance Company	23841	INSURER C: Illinois National Insurance Company	23817	INSURER D: American Home Assurance Company	19380	INSURER E:		INSURER F:	
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INSURER D: American Home Assurance Company	19380															
INSURER E:																
INSURER F:																

**COVERAGES****CERTIFICATE NUMBER:** W15930062**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	GL 6948050	03/31/2020	03/31/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000																			
MED EXP (Any one person)	\$ 10,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$																			
	\$																			
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CA 6631209	03/31/2020	03/31/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A	N/A	WC 023096035	03/31/2020	03/31/2021	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B	<b>Workers Compensation &amp; Employers Liability</b> Per Statute		WC 023096041	03/31/2020	03/31/2021	<table border="1"><tr><td>EL Each Accident</td><td>\$1,000,000</td></tr><tr><td>EL Disease - Limit</td><td>\$1,000,000</td></tr><tr><td>EL Disease - Each Emp</td><td>\$1,000,000</td></tr></table>	EL Each Accident	\$1,000,000	EL Disease - Limit	\$1,000,000	EL Disease - Each Emp	\$1,000,000								
EL Each Accident	\$1,000,000																			
EL Disease - Limit	\$1,000,000																			
EL Disease - Each Emp	\$1,000,000																			

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

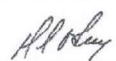
City OPR Number is 2017-0876.

SEE ATTACHED

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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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ACORD 25 (2016/03)

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SR ID: 19433992

BATCH: 1629873

2 of 3 7610





# **ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Spokane its officers and employees are Additional Insureds under Volt's General Liability and Auto Liability policies but only with respect to the Consultant's services to be provided under this Agreement.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 023096040 EFF DATE: 03/31/2020 EXP DATE: 03/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 023096039 EFF DATE: 03/31/2020 EXP DATE: 03/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

NAIC#: 23817

POLICY NUMBER: WC 023096038 EFF DATE: 03/31/2020 EXP DATE: 03/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000



# **ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company

NAIC#: 19380

POLICY NUMBER: WC 023096037

EFF DATE: 03/31/2020

EXP DATE: 03/31/2021

**TYPE OF INSURANCE:**

Workers Compensation &

Employers Liability

Per Statute

**LIMIT DESCRIPTION:**

EL Each Accident

EL Disease - Limit

EL Disease - Each Emp

**LIMIT AMOUNT:**

\$1,000,000

\$1,000,000

\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 023096036

EFF DATE: 03/31/2020

EXP DATE: 03/31/2021

**TYPE OF INSURANCE:**

Workers Compensation &

Employers Liability

Per Statute

**LIMIT DESCRIPTION:**

EL Each Accident

EL Disease - Limit

EL Disease - Each Emp

**LIMIT AMOUNT:**

\$1,000,000

\$1,000,000

\$1,000,000





# CERTIFICATE OF LIABILITY INSURANCE

OPR 2017-0876 Page 1 of 2

DATE (MM/DD/YYYY)  
03/26/2019

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

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

**PRODUCER**  
Willis of New York, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

**CONTACT NAME:**  
**PHONE (A/C No. Ext):** 1-877-945-7378 **FAX (A/C No.):** 1-888-467-2378  
**E-MAIL ADDRESS:** certificates@willis.com

**INSURED**  
Volt Workforce Solutions  
A Division of Volt Management Corp  
2401 North Glassell Street  
Orange, CA 92865 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Company of P	19445
INSURER B: New Hampshire Insurance Company	23841
INSURER C: Illinois National Insurance Company	23817
INSURER D: American Home Assurance Company	19380
INSURER E:	
INSURER F:	

RECEIVED  
APR 05 2019  
ACCOUNTING

**COVERAGES****CERTIFICATE NUMBER:** W10595637**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
A	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Workers Compensation &amp; Employers Liability</b>					EL Each Accident \$1,000,000
	Per Statute					EL Disease - Limit \$1,000,000
						EL Disease - Each Emp \$1,000,000

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

City OPR Number is 2017-0876.

SEE ATTACHED

RECEIVED

APR 08 2019

CITY CLERK'S OFFICE

**CERTIFICATE HOLDER****CANCELLATION**

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

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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 17702535

BATCH: 1127377

2 of 2 7451





# **ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis of New York, Inc.		<b>NAMED INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865 USA	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Spokane its officers and employees are Additional Insureds under Volt's General Liability and Auto Liability policies but only with respect to the Consultant's services to be provided under this Agreement.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 12717158 EFF DATE: 03/31/2019 EXP DATE: 03/31/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

NAIC#: 23817

POLICY NUMBER: WC 12717159 EFF DATE: 03/31/2019 EXP DATE: 03/31/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: American Home Assurance Company

NAIC#: 19380

POLICY NUMBER: WC 12717154 EFF DATE: 03/31/2019 EXP DATE: 03/31/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 12717156 EFF DATE: 03/31/2019 EXP DATE: 03/31/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)  
10/17/2018

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

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

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>INSURED</b> Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865 USA	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Union Fire Insurance Company of P	<b>NAIC #</b> 19445
	<b>INSURER B:</b> New Hampshire Insurance Company	23841
	<b>INSURER C:</b> Illinois National Insurance Company	23817
	<b>INSURER D:</b> American Home Assurance Company	19380
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> W8525887	<b>REVISION NUMBER:</b>
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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL 4611583	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 7742188	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC 014590429	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation & Employers Liability Per Statute			WC 014590436	03/31/2018	03/31/2019	EL Each Accident \$1,000,000 EL Disease - Limit \$1,000,000 EL Disease - Each Emp \$1,000,000

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

City OPR Number is 2017-0876.

SEE ATTACHED

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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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## ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Spokane its officers and employees are Additional Insureds under Volt's General Liability and Auto Liability policies but only with respect to the Consultant's services to be provided under this Agreement.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 014590435    EFF DATE: 03/31/2018    EXP DATE: 03/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 014590434    EFF DATE: 03/31/2018    EXP DATE: 03/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 014590433    EFF DATE: 03/31/2018    EXP DATE: 03/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/28/2020
<b>Clerk's File #</b>	OPR 2020-0799
<b>Renews #</b>	

<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MARK PAPICH 625-6310	<b>Project #</b>	2018114
<b>Contact E-Mail</b>	MPAPICH@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR#22037
<b>Agenda Item Name</b>	4250-CONSULTING CONTRACT FOR NW SPOKANE STORMWATER STUDY		

**Agenda Wording**

Consulting contract with Osborn Consulting Engineers to perform the stormwater study.

**Summary (Background)**

The study is to perform basin analyses to determine the capacity of existing City stormwater facilities in northwest Spokane. These facilities specifically include what are known as the Austin Draw and Five Mile Regional Infiltration Facility (FMRIF). The study will specifically include basin delineations, current utilization and full capacity of existing facilities and solutions and concepts for additional facilities.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Expense	\$ 187,565.00		# 4250-43354-94310-56501-14437
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MILLER, KATHERINE E	<b><u>Study Session\Other</u></b>	PIES 10/26/20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	mpapich@spokanecity.org	
<b><u>Additional Approvals</u></b>		mdavis@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA	publicworksaccounting@spokanecity.org	

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works & Integrated Capital Management
<b>Subject:</b>	Consulting Contract for NW Spokane Stormwater Study
<b>Date:</b>	10/26/2020
<b>Author (email &amp; phone):</b>	mpapich@spokanecity.org & 625-6310
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<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)	This study is identified in the 2020-2025 Six Year Citywide Capital Improvement Program.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	None
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve the consulting contract for Osborn Consulting Engineers to perform the stormwater study.
<p><u>Background/History:</u> The aim of this study is to perform basin analyses to determine the capacity of existing City stormwater facilities in northwest Spokane. These facilities specifically include what are known as the Austin Draw and Five Mile Regional Infiltration Facility (FMRIF). The study will specifically include basin delineations, current utilization and full capacity of existing facilities and solutions and concepts for additional facilities.</p>	
<p><u>Executive Summary:</u> This is a stormwater basin analysis for the northwest portion of the City of Spokane. The study will determine the capacity of existing facilities and identify improvements necessary to meet current conditions and future growth. The contract amount will be \$167,565 with a \$20,000 administrative reserve bringing the total to \$187,565.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) <i>The 25% match requirement of the grant is programmed through the utilities capital fund.</i></p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>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:

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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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**DESCRIPTION:** Northwest Spokane Stormwater Basin Planning

**DEPARTMENT:** Integrated Capital Management

**DUE DATE:** 7/24/2020 no later than 3:00 PM

#### 1. INTRODUCTION

##### 1.1 PURPOSE

The City of Spokane is soliciting proposals for a stormwater basin analysis for the northwest portion of the City of Spokane (map attached). The study will determine the capacity of existing facilities and improvements necessary to meet both current conditions and future growth.

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##### 1.2 PERIOD OF PERFORMANCE

The proposed contract is estimated to begin on 9/15/2020 and run through 3/31/2021.

##### Select One

Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for 1 additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.





## CITY OF SPOKANE

# INFORMAL REQUEST FOR PROPOSALS

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## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES

The aim of this study is to perform basin analyses to determine the capacity of existing City stormwater facilities in northwest Spokane. These facilities specifically include what are known as the Austin Draw and Five Mile Regional Infiltration Facility (FMRIF). The Austin Draw is bordered to the north by W St. Thomas Moore Way and to the south by Country Homes Boulevard. The facility is primarily bordered to the west by N Quamish Drive and the east by N Austin Road, with the exception of the southern end of the draw where it crosses under Austin Road and becomes bordered to the west by N Austin Road. The facility crosses into Spokane County east of Cedar Road and ultimately drains to facilities owned and maintained by Spokane County on the west side of Country Homes Boulevard. The FMRIF is located at the northeast corner of Francis Avenue and Maple Street. A large piping network discharges to this facility draining a large swath of land between W Five Mile Road and Francis Avenue.

Specific items for this study to address will include:

- Verify current basin delineations for each basin draining to the above noted stormwater facilities.
- Current utilization and full capacity of existing stormwater facilities.
- Solutions and concepts to better utilize existing facilities.
- Solutions and concepts for additional facilities within each basin.
- Evaluation of re-directing Austin Draw stormwater to FMRIF.

The final deliverable will include a full report addressing the items above. The City of Spokane will commission geotechnical work within the study area. This geotechnical work will assist the selected consultant in completing the study. Coordination may be required with Spokane County Public Works to gather information on the stormwater facilities downstream of Austin Draw.



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 3. GENERAL INFORMATION

##### 3.1 IRFP COORDINATOR

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

Name	Mark Papich
Department	Integrated Capital Management
Phone Number	509-625-6310
E-Mail Address	mpapich@spokanecity.org

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

##### 3.2 SUBMISSION OF PROPOSALS

- A. PROPOSALS MUST BE SUBMITTED BY E-MAIL.
- B. E-mail one copy of the Proposal, as follows:

Mark Papich  
Integrated Capital Management  
509-625-6310  
mpapich@spokanecity.org

##### 3.3 ACCEPTANCE PERIOD

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



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 3.4 RESPONSIVENESS

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

#### 3.5 COSTS TO PROPOSE

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

#### 3.6 EVALUATION PROCEDURE

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

#### 3.7 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

		Points (Maximum)	Points
Technical & Management Proposal			
	Project Approach/Methodology	20	
	Quality of Work Plan	50	
	Project Team Structure/Internal Controls	30	
	Staff Qualifications/Experience	40	
	Experience of the Consultant	40	
	References	20	
GRAND TOTAL FOR WRITTEN PROPOSAL			



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 3.8 ACCEPTANCE / REJECTION OF PROPOSALS

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

#### 4. PROPOSAL CONTENTS

##### 4.1 PREPARATION OF PROPOSAL

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



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 4.2 LETTER OF SUBMITTAL

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

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

#### 4.3 TECHNICAL AND MANAGEMENT PROPOSAL

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

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Consultant's proposed approach and methodology for the project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. Convey sufficient detail to show the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT MANAGEMENT**
  - **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work.
  - **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Consultant shall commit that staff identified in its Proposal will actually perform the assigned work.
4. **EXPERIENCE OF THE CONSULTANT** - Indicate the experience the Consultant has in the area of the proposed contract work.



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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

#### 4.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 4.5 OWNERSHIP OF DOCUMENTS

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

#### 5. CONTRACT TERMS

##### 5.1 CITY OF SPOKANE BUSINESS REGISTRATION.

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

##### 5.2 ANTI-KICKBACK.

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

##### 5.3 NONDISCRIMINATION.

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



## CITY OF SPOKANE

### INFORMAL REQUEST FOR PROPOSALS

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#### 5.4 INSURANCE COVERAGE

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

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

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



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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2020-0800

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

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ALI BRAST 625-6638

**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4700 - MFTE FOR 6030 N RUBY

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Quigley 2, LLC for up to 7 new multi-family housing units located at 6030 N Ruby, Parcel Number 36322.1018.

**Summary (Background)**

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

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

BECKER, KRIS

**Division Director**

BECKER, KRIS

**Finance**

ORLOB, KIMBERLY

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

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

Urban Experience

**Council Sponsor**

Teresa Sanders

**Distribution List**

ebrast@spokanecity.org

kbecker@spokanecity.org

jwest@spoknecity.org

tpalmquist@spokanecity.org

**Additional Approvals****Purchasing**

## Briefing Paper

### PIES Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	July 22, 2019
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Teresa Sanders
<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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract for a new 7-unit apartment building on a vacant lot at 6030 N Ruby</li> <li>Property is zoned GC-70, so use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

**Tax Abatement Information:**

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Ruby Townhomes	
Number of units in the project	7
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$364</b>
Estimated Property Tax saved per project annually	\$11,528
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$138,338
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$4,374</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$52,487</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

**Site Map:**





# 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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2020-0801

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

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ALI BRAST 625-6638

**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4700- MFTE FOR 1916 N WALL ST

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Xavier Property I, LLC for 4 new multi-family housing units located at 1916 N Wall St, Parcel Number 35074.4306.

**Summary (Background)**

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

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

BECKER, KRIS

**Division Director**

BECKER, KRIS

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

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

Urban Experience

**Council Sponsor**

TBD

**Distribution List**

abrast@spokanecity.org

tpalmquist@spokanecity.org

jwest@spokanecity.org

kbecker@spokanecity.org

**Additional Approvals****Purchasing**

## Briefing Paper

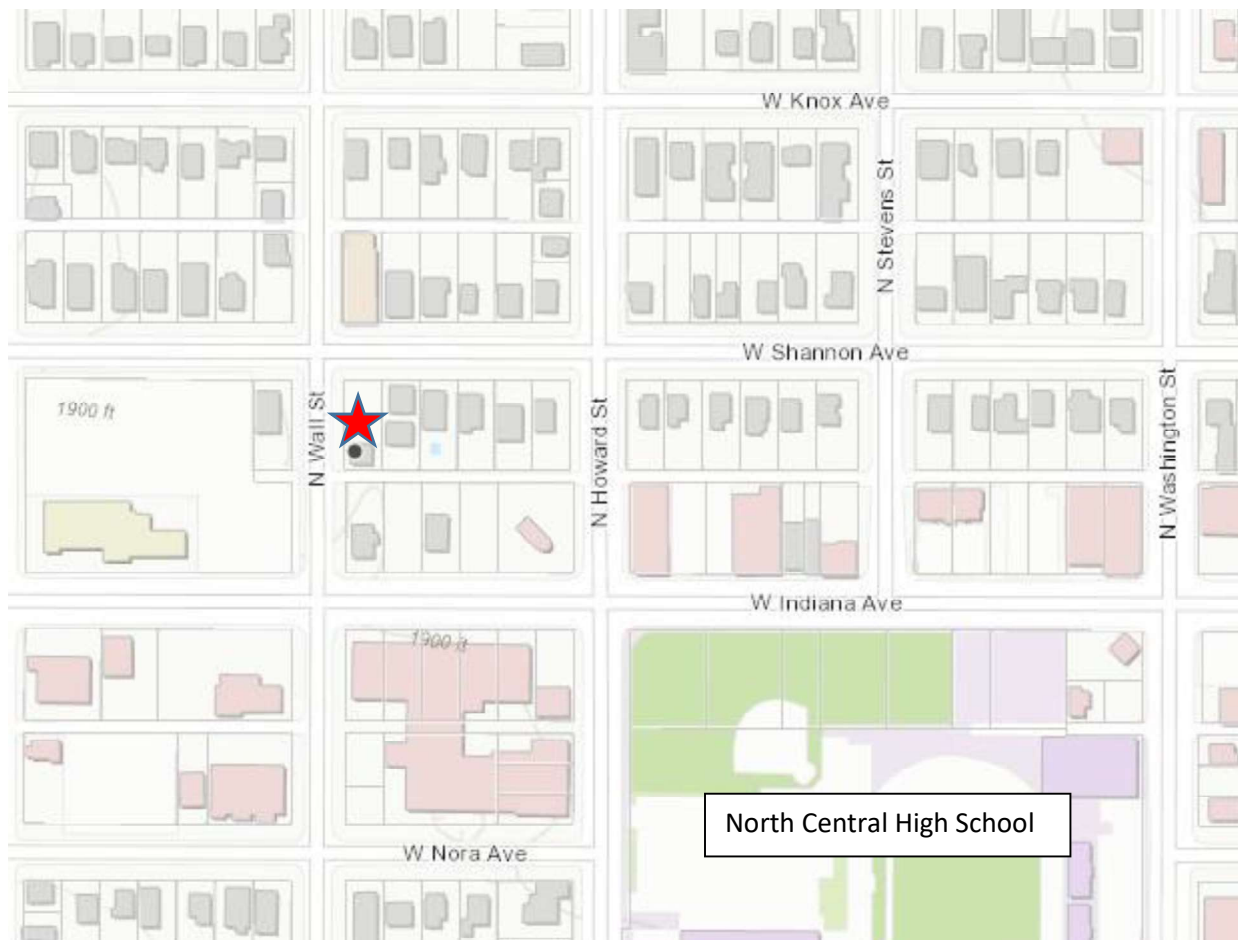
### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	October 12, 2020
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract for a new 4-unit townhouse building at 1916 N Wall St, on the corner of N Wall and W Shannon.</li> <li>Property is zoned O-35, so use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Wall Street Townhomes	
Number of units in the project	4
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$208</b>
Estimated Property Tax saved per project annually	\$6,588
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$52,700
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$1,666</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$13,330</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:





# 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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

---

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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2020-0802

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

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ALI BRAST 625-6300

**Contact E-Mail**

ABRAST@SPOKANECITY

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4700-MFTE FOR 812 E 5TH AVE

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Boleymonn, LLC for up to 12 new multi-family housing units located at 812 E 5th Ave, Parcel Number 35201.5317.

**Summary (Background)**

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

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

BECKER, KRIS

**Division Director**

BECKER, KRIS

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

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

Urban Experience

**Council Sponsor**

TBD

**Distribution List**

abrast@spokanecity.org

tpalmquist@spokanecity.org

kbecker@spokanecity.org

jwest@spokanecity.org

**Additional Approvals****Purchasing**



# 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:

---

# Briefing Paper

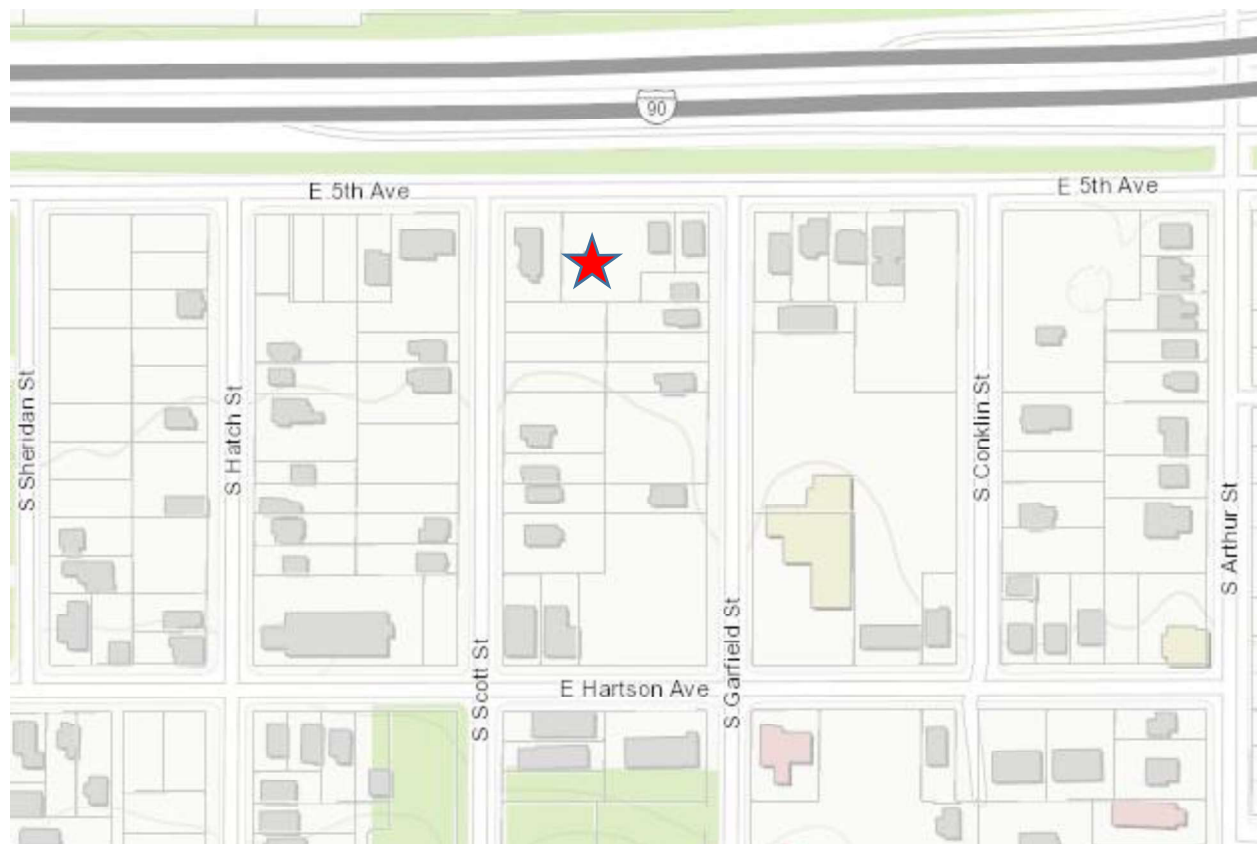
## Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	October 12, 2020
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract to build a new 12-unit apartment building at 812 E 5<sup>th</sup> Ave. The existing single family home is vacant and will be demolished in order to build the new building.</li> <li>Property is zoned RMF, so use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Boleymonn Apartments	
Number of units in the project	12
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$625</b>
Estimated Property Tax saved per project annually	\$19,763
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$237,151
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$7,498</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$89,978</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

### Site Map:



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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2020-0803

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

ENGINEERING SERVICES

**Cross Ref #**

2010088

**Contact Name/Phone**

MARK 625-6154

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

MMSERBOUSEK@SPOKANECITY.ORG

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

Contract Item

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

3900 - MOU BETWEEN LIBRARY &amp; PUBLIC WORKS FOR CSO #26

**Agenda Wording**

Memorandum (MOU) between Downtown Library and Public Works will transfer budget to the Library to finish the landscaping surrounding the building and complete the paving of the south half of Lincoln Street adjacent to the Downtown Library building.

**Summary (Background)**

Public Works has completed construction of CSO 26 tank, located adjacent to the Downtown Public Library; part of the project is to remediate landscaping located on property owned by the City of Spokane General Fund and managed by the Library that was used by Public Works for construction staging for the CSO 26 tank project. This memorializes the final landscape improvements adjacent to the Downtown Library and loading dock/parking lot remediation.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 400,674

# 4250-30210-97192-80101-99999

Revenue \$ 400,674

# 3365-99999-99999-39763-99999

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 10/26/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

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eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

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aduffey@spokanecity.org

mmserbousek@spokanecity.org

ktwohig@spokanecity.org

## Briefing Paper

### PIES Committee

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	Approve MOU Between Library & Public Works for CSO #26
<b>Date:</b>	10/19/2020
<b>Contact (email &amp; phone):</b>	Mark Serbousek ( <a href="mailto:mmserbousek@spoknecity.org">mmserbousek@spoknecity.org</a> ) 625-6154
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The MOU will be part of the 6 year street/utility plan, the CSO Reduction Program and Downtown Library Remodel.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This MOU will transfer budget to the Library to finish the landscaping surrounding the building and complete the paving of the south half of Lincoln St. adjacent to the Downtown Library building.
<u>Background/History:</u> CSO #26 project was budgeted for the landscaping around the Library and the paving of Lincoln St. between Main and Spokane Falls Blvd. Due to the start of the Library remodel and the large amount of construction activity surrounding the Library, it was determined that the Library landscaping and the remainder of the paving for Lincoln St. should be shifted to the Library project and completed towards the end of that project. This allows full access to the site without the concerns of damaging the landscaping or paving.  .	

Executive Summary:

- The CSO 26 Control Facility project is substantially complete and we are working towards Physical completion by the end of the year.
- The MOU states that the Library is to complete adjacent Landscaping and paving of Lincoln St. by the end of Library construction in 2022.
- The costs for these activities as called out in the MOU are:
  - \$345,441.00 for Landscaping
  - \$ 55,233.00 for Lincoln St. paving
- The total amount of funds associated with the MOU is \$400,674.00. These funds have been budgeted for in the CSO #26 project.

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A

Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☐Yes ☒No ☐N/A

Specify changes required:

Known challenges/barriers:



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 10-28-20	<b>Type of expenditure:</b> Services
<b>Department:</b> Engineering Services	
<b>Approving Supervisor:</b> Kyle Twohig	
<b>Amount of proposed Expenditure:</b>	\$345,441.00 for landscaping and \$55,233.00 for paving CSO 26 engineering project number 2010088. Local funds. Lincoln St. Total transfer is \$400,674.00
<b>Funding Source:</b> CSO 26, engineering project number 2010088. Local funds.	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
The Spokane Public Library requested that certain improvements to their landscaping and roadway restoration be deferred from the CSO 26 project and that the work be incorporated into the downtown library remodel.	
<b>What are the impacts if expenses are deferred?</b>	
Agreement with Library becomes void, CSO project is completed so another project would have to be generated to perform the work.	
<b>What alternatives resources have been considered?</b>	
Project funding is set.	
<b>Description of the goods or service and any additional information.</b>	
The CSO 26 project had scope and pricing included to complete the paving on Lincoln between Spokane Falls Blvd. and Main, as well as certain restoration and improvements to the landscaping of the downtown library due to its usage and impacts during construction. The funding for this scope is being transferred to the library for completion within their downtown remodel project.	
<b>Person Submitting Form/Contact:</b> Kyle Twohig, ktwohig@spokanecity.org	
<b>CITY ADMINISTRATOR APPROVAL:</b>	<b>BUDGET APPROVAL:</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>



## DOWNTOWN LIBRARY BRANCH AND PUBLIC WORKS AGREEMENT

This Agreement ("Agreement") is between the City of Spokane Public Works Division ("Public Works") and the Spokane Public Library ("Library").

WHEREAS, the City of Spokane owns and operates a Water Reclamation Utility pursuant to Ch. 35.67 RCW and other applicable laws and is required by state regulations and permits to manage stormwater discharges and control combined sewer overflows (CSO); and

WHEREAS, pursuant to SMC 3.01A.500, the Public Works Division manages the City's public utilities including water, wastewater, and solid waste operations and infrastructure; and

WHEREAS, the Library is empowered by Chapter 27.12 RCW with certain authority including, but not limited to, supervision, care and custody of all Library property, exclusive control of Library finances and authority to lease land for library buildings; and

WHEREAS, Public Works has completed construction of CSO 26 tank, located adjacent to the Downtown Public Library; part of the project is to remediate landscaping located on property owned by the City of Spokane General Fund and managed by the Library that was used by Public Works for construction staging for the CSO 26 tank project; and

WHEREAS, Public Works is currently completing underground utility work on Lincoln Street that extends onto property used by the Library for its loading dock area and parking lot, which is currently not accessible to the Library; and

WHEREAS, upon completion of the Lincoln Street utility work, asphalt paving, landscaping and other physical structures will need to be installed, to include the final paving of the south half of Lincoln St. which was to be completed by the CSO 26 tank project, but is unable to be completed at this time due to the staging of the library project; and

WHEREAS, the Library has scheduled renovation of the Downtown Library as part of the 2018 Library bond projects commencing June of 2020 which will require outside property previously used by the CSO 26 Project and which is to be remediated following the CSO 26 Project completion, to be used as staging area for the renovations; and

WHEREAS, Public Works and the Library previously reached an agreement for the timing of the remediation and landscaping work adjacent to the Downtown Library by Public Works following the CSO 26 Project completion and desire to include remediation of the loading dock, parking lot area, and the reconstruction of the southern half of the roadway of Lincoln Street as part of the same agreement; and

WHEREAS, the parties desire to enter into this Agreement and memorialize the agreed changes in timing of and payment for the final landscape improvements adjacent to the Downtown Library and loading dock/parking lot remediation.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purposes of this Agreement are to provide for 1) the postponement of the final landscaping remediation adjacent to the Downtown Library, loading dock/parking lot remediation, and the reconstruction of the southern half of the roadway of Lincoln Street until completion of the Library renovations projected to occur in the first quarter of 2022; 2) the landscape work, loading dock/parking lot remediation, and reconstruction of the southern half of the roadway of Lincoln Street to be performed by the Library instead of Public Works; and 3) Public Works to pay the Library the agreed upon amount set forth below in lieu of Public Works performing the remediation work.
2. PROPERTY. The property to be landscaped as part of the CSO 26 Project is located on the southwest corner of the Downtown Public Library, at the intersection of Main Avenue, Monroe Street and Spokane Falls Blvd as depicted in Exhibit A, attached hereto and incorporated by this reference. The property encompassing the loading dock and parking lot as part of the Lincoln Street utility work is located on the northeast corner of the Downtown Public Library, at the intersection of Lincoln Street and Spokane Falls Blvd. adjacent to the southern edge of Lincoln Street, as depicted in Exhibit A; and the reconstruction of the southern half of the roadway of Lincoln Street, as depicted in Exhibit B, attached hereto and incorporated by this reference.
3. CONDITIONS. Public Works agrees to pay the Library for the remediation and landscaping of property described above on and adjacent to the Downtown Library a total amount of \$345,441.00 which includes sales tax in lieu of Public Works performing the work. Public Works further agrees to pay the Library for the roadway reconstruction of the southern half of Lincoln St. adjacent to the Downtown Library a total amount of \$55,233.00

which includes Sales Tax. Payment shall be subject to the following conditions:

- A. The Library shall only use the funds to pay for the design and construction of remediation to the landscape and the loading dock/parking lot area.
- B. The Library shall only use the additional funds for the reconstruction of the southern half of the roadway of Lincoln Street.
- C. All work on the reconstruction of the southern half of the roadway of Lincoln Street shall be in conformance with applicable City design standards.
- D. The Library shall be responsible for all future maintenance of the landscaped area and loading dock and parking lot located on and adjacent to Library property.
- E. Public Works shall not be responsible for any of the landscape and loading dock and parking lot design and construction or any related liability, nor shall Public Works be responsible for any defect, design or reconstruction of the southern half of the roadway of Lincoln Street.
- F. The funds shall be transferred to the appropriate Library account by December 31, 2020.
- G. The Library shall maintain records for a minimum of three (3) years of all expenditures relating to the remediation and landscaping work and shall provide upon request such documentation to Public Works of the expenditures.

CITY OF SPOKANE- PUBLIC WORKS

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

SPOKANE PUBLIC LIBRARY

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Approved as to form:

---

Assistant City Attorney

# Exhibit "A"

## Library Landscape

Total budget for library wo taxes:	\$332,623
------------------------------------	-----------

	Area	% of Total Area
Area of 50' Offset:	10,233	75.6%
Area between 50' Offset & Building:	3,294	24.4%
<u>Total Area:</u>	<u>13,527</u>	

Full Taxes	% of Total Budget	Portion of Total Budget	Taxes (8.9%)
Area between 50' Offset & Building (Full Taxes):	24.4%	\$81,160	\$7,223

25% of total cost for 50' offset area is Fixed Assets (Materials)				
Fixed Assets	% of Total Budget	Portion of Total Budget	25%	Taxes (8.9%)
Area of 50' Offset (25%):	75.6%	\$251,462	\$62,865	\$5,595

Total Taxes:	<u>\$12,818</u>
--------------	-----------------

<u>Total budget for library with taxes:</u>	<u>\$345,441</u>
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# Exhibit "B"

## Garco North Half of Lincoln Paving

Lincoln St- CSO 26 Contract Limits										Option 1 R1
Page Label	Label	Depth	Area	Area	Volume	Volume	Conversion		Unit Price	Total Cost
		FT	SF	SY	CF	CY	TN/CY	TN		
R-002	Roadway Exc	1.160	5,801.0	644.56	6,729.2	249.23	1.5	373.84	\$ 75.00	\$ 18,692.11
R-002	CSBC	0.667	5,801.0	644.56	3,869.3	143.31	1.5	214.96	\$ 60.00	\$ 8,598.37
R-002	HMA	0.458	5,801.0	644.56	2,656.9	98.40	2	196.80	\$ 71.73	\$ 46,233.97
Total Cost										\$ 73,524.45

## Library South Half of Lincoln Paving

Lincoln St- CSO 26 Additional Paving Limits										Option 1 R1
Page Label	Label	Depth	Area	Area	Volume	Volume	Conversion		Unit Price	Total Cost
		FT	SF	SY	CF	CY	TN/CY	TN		
R-002	Roadway Exc	1.160	3,947.4	438.60	4,579.0	169.59	1.5	254.39	\$ 75.00	\$ 12,719.40
R-002	CSBC	0.667	3,947.4	438.60	2,632.9	97.52	1.5	146.27	\$ 60.00	\$ 5,850.92
R-002	HMA	0.458	3,947.4	438.60	1,807.9	66.96	2	133.92	\$ 71.73	\$ 31,460.78
T-1SS	Signing & Striping									\$ 4,000.00
Total Cost										\$ 54,031.10

Material for fixed asset 25%: \$ 13,507.78  
Material Taxes for 25% (8.9%): \$ 1,202.19

**Total Paving Budget with Taxes \$ 55,233**

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

11/09/2020

**Date Rec'd**

10/28/2020

**Clerk's File #**

OPR 2020-0804

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

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

TIM SIGLER 625-6055

**Contact E-Mail**

TSIGLER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1680 - KAISER PERMANENTE NATIONAL BENEFIT FUND GRANT

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

N/A

**Agenda Wording**

CHHS is requesting permission to accept a \$150,000 award from Kaiser Permanente awarded to prevent and respond to the spread of COVID-19 amongst homeless population and to subgrant these funds to homeless service providers.

**Summary (Background)**

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15th, 2020-October 15th, 2021. A related SBO has been submitted for this award.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Revenue \$ 150,000.00

# 1700-95595-99999-36720-99999

Expense \$ 142,500.00

# 1700-95595-65410-54201-99999

Expense \$ 7,500.00

# 1700-95595-65430-5XXXX-99999

Select \$

#

**Approvals****Dept Head**

SIGLER, TIMOTHY

**Division Director**

CORTRIGHT, CARLY

**Finance**

HUGHES, MICHELLE

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other****Council Sponsor****Distribution List**

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tdanzig@spokanecity.org

tsigler@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

**Additional Approvals****Purchasing****GRANTS &**

STOPHER, SALLY

# Kaiser Permanent COVID-19 Grant Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Neighborhoods, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Kaiser Permanente National Benefit Fund at the East Bay Community Foundation award for COVID-19 Prevention and Response among homeless populations
<b>Date:</b>	October 27, 2020
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant start date is October 15, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$150,000 award from Kaiser Permanente awarded to prevent and respond to the spread of COVID-19 amongst homeless population and to subgrant these funds to homeless service providers to support their COVID-19 prevention and response efforts.

### Background/History:

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15<sup>th</sup>, 2020-October 15<sup>th</sup>, 2021.

### Executive Summary:

- The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness, while strengthening coordination among Continuums of Care, local Public Health, and homeless health care providers.
- These funds will be used to support the City's Healthy Sheltering portfolio of. This program provides socially distanced sheltering options for individuals and families experiencing homelessness in order to defray the loss of shelter bed inventory experienced by the Spokane Homelessness Crisis Response System with the advent of the outbreak and the 6 foot on all sides bid arrangement requirement. These funds will help bring staffing capacity of the program up to appropriate levels.
- The full award has been received by the City, and upon Council approval, will be processed.
- CHHS will submit one, end of term report due 11/15/2021. CHHS will report on accomplishments, challenges, and any significant changes to administration and budget, within the grant period.



**Budget Impact:**

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: Kaiser Permanente Foundation

Other budget impacts: None

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: None

Known challenges/barriers: None



# 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:** 10/28/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue Item

**Funding Source:** Kaiser Permanente National Benefit Fund Grant

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

**Why is this expenditure necessary now?**

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

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

**What alternative resources have been considered?**

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

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---



*The Kaiser Permanente National Community Benefit Fund  
at the East Bay Community Foundation*

CHHS Received:  
10/23/2020

October 16, 2020

Mr. Matt Davis  
Director - Community, Housing, and Human Services  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**RE: Grant #20210710**

Dear Mr. Davis:

I am pleased to notify you that the Kaiser Permanente National Community Benefit Fund of the East Bay Community Foundation has awarded a grant to City of Spokane for \$150,000.00. This grant is for COVID-19 Prevention & Response in Spokane County among homeless populations. Payment is enclosed. By accepting and using the enclosed funds, Grantee agrees to abide by the terms of this agreement.

The enclosed Grant Agreement forms the contract between City of Spokane and the East Bay Community Foundation. Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedule. Please sign and return both pages of the 2-page Grant Agreement to [grantsmanagement@eastbaycf.org](mailto:grantsmanagement@eastbaycf.org) at your earliest convenience. ***Failure to return the signed Agreement to the Foundation within 30 days could result in cancellation of the grant.*** Also enclosed are the Final Report Guidelines. *Please keep these guidelines in your files to assist you with preparing a final report as indicated.* The grant number for this grant is **#20210710**. Please refer to it in your correspondence with us.

If you wish to recognize this grant in your media (social, web and print), please list it as the Kaiser Permanente National Community Benefit Fund at the East Bay Community Foundation.

Sincerely,

Laura Choe  
Grants & Scholarship Manager

Enclosure: Grant Agreement, Final Report Guidelines, Check

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Main 510/836.3223  
Fax 510/836.3287  
[info@eastbaycf.org](mailto:info@eastbaycf.org)  
[www.eastbaycf.org](http://www.eastbaycf.org)



*The Kaiser Permanente National Community Benefit Fund  
at the East Bay Community Foundation*

**DONOR ADVISED GRANT PROGRAM  
GRANT AGREEMENT**

Between the Kaiser Permanente National Community Benefit Fund at the East Bay Community Foundation and:

**Grantee:** City of Spokane  
**Address:** 808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
**Contact Person:** Mr. Matt Davis  
**Foundation Contact:** Laura Choe, Grants & Scholarship Manager  
**Grant Number:** #20210710

**Purpose and Conditions of the Grant**

This grant from the Kaiser Permanente National Community Benefit Fund at the East Bay Community Foundation is made to City of Spokane for the purpose and with the conditions outlined below.

- 1. Grant Purpose:** COVID-19 Prevention & Response in Spokane County among homeless populations
- 2. Grant Period:** 10/15/2020 – 10/15/2021
- 3. Grant Amount:** \$150,000.00
- 4. Payment Schedule:** One-time payment of: \$150,000.00
- 5. Reporting Schedule:** Final report should be provided at the end of the grant period, but no later than: 11/15/2021
- 6. Special Conditions:** Grant Classification (re: Financial Accounting Standard Board's SFAS 116-117):  
I. Unconditional ☒ Conditional ☐  
II. Unrestricted ☐ Restricted ☒

Restricted grants can be used only to fund the stated purpose of the grant. Conditional grants are paid only after a condition has been met.

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Page 1 of 2

Main 510/836.3223  
Fax 510/836.3287  
info@eastbaycf.org  
www.eastbaycf.org



**Kaiser Permanente National Community Benefit Fund Grant Agreement  
Grant #20210710**

Because this grant is from a donor advised fund, we must remind you that the grant must be used exclusively for charitable purposes, and that this grant may not result in a more than incidental benefit to the donor, donor-appointed advisor, or related parties or businesses.

By accepting this grant, your organization also certifies to the East Bay Community Foundation that this grant will not be used by you to satisfy the payment of any pledge or other personal financial obligation on behalf of the donors of the Kaiser Permanente National Community Benefit Fund.

By signing this agreement, your organization agrees to the following: i) that you will not use the funds for lobbying activities; ii) that you will return any funds not used for the designated purposes; and iii) that you will maintain the grant funds in a separate fund so that charitable funds are segregated from non-charitable funds.

By signing this agreement the Grantee signatory acknowledges that he/she has read and understood the Agreement and that the Grantee accepts its terms and conditions.

**Grantee:**

By: Executive Director or Authorized Signatory

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

Date \_\_\_\_\_

**East Bay Community Foundation:**

By: \_\_\_\_\_ 10/16/2020  
Laura Choe, Grants & Scholarship Manager

**PLEASE RETURN SIGNED GRANT AGREEMENT TO**  
**[grantsmanagement@eastbaycf.org](mailto:grantsmanagement@eastbaycf.org)**

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Main 510/836.3223  
Fax 510/836.3287  
[info@eastbaycf.org](mailto:info@eastbaycf.org)  
[www.eastbaycf.org](http://www.eastbaycf.org)



*The Kaiser Permanente National Community Benefit Fund  
at the East Bay Community Foundation*

**FINAL REPORT GUIDELINES**

*Please keep this form in your files. Return it completed to the East Bay Community Foundation on the Report Due Date noted below. Please read these guidelines carefully at the start of your grant period to better address the points below at the grant's conclusion. Attach this sheet as the cover for your report.*

**Grant #:** 20210710 **Amount:** \$150,000.00  
**Agency Name:** City of Spokane  
**Grant Contact:** Mr. Matt Davis  
**Purpose of Grant:** COVID-19 Prevention & Response in Spokane County among homeless populations  
**Grant Period:** 10/15/2020 – 10/15/2021  
**Final Report Due:** 11/15/2021  
**Foundation Contact:** Laura Choe, Grants & Scholarship Manager

*This report helps us understand the impact of our grants and your goals for the coming period. Please submit a brief narrative report (2-3 pages) addressing the following:*

1. An update on your organization's accomplishments and challenges during the grant period, including any significant changes in your organization's programs, finances or leadership (key staff or board).
2. A brief overview of your organization's major goals for the coming year.
3. Your organization's current operating budget, indicating actual and anticipated sources of revenue. If this is a project-specific grant please include a project budget indicating how grant funds were expended.

If you have any questions concerning these guidelines, please contact the Foundation Contact person indicated above.

**\* Please submit this report electronically to [grantsmanagement@eastbaycf.org](mailto:grantsmanagement@eastbaycf.org).**

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Main 510/836.3223  
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[info@eastbaycf.org](mailto:info@eastbaycf.org)  
[www.eastbaycf.org](http://www.eastbaycf.org)

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

11/09/2020

**Date Rec'd**

11/5/2020

**Clerk's File #**

CPR 2020-0002

**Renews #****Cross Ref #****Submitting Dept**

ACCOUNTING

**Contact Name/Phone**

LEONARD DAVIS 625-6028

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

LDAVIS@SPOKANECITY.ORG

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

Claim Item

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

5600-CLAIMS-2020

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/30/20.  
Total: \$7,057,269.56 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$4,388,584.15

**Summary (Background)**

Pages 1-37 Check numbers: 575529 - 575628 ACH payment numbers: 83744 - 83939 On file for review in City Clerks Office: 37 Page listing of Claims Note:

**Fiscal Impact**

Grant related?

**Budget Account**

Public Works? NO

Expense \$ 4,388,584.15

# Various

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

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

WALLACE, TONYA

**Council Sponsor****Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 44

APPROVAL FUND SUMMARY

DATE: 11/02/20  
TIME: 09:39  
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	1,549,643.96
1100	STREET FUND	33,166.70
1200	CODE ENFORCEMENT FUND	10,783.80
1300	LIBRARY FUND	7,430.00
1360	MISCELLANEOUS GRANTS FUND	0.00
1400	PARKS AND RECREATION FUND	20,274.83
1450	UNDER FREEWAY PARKING FUND	530.66
1460	PARKING METER REVENUE FUND	5,235.87
1510	SPOKANE REG EMERG COM SYS	209.00
1540	HUMAN SERVICES GRANTS FUND	138.30
1620	PUBLIC SAFETY & JUDICIAL GRANT	853.78
1630	COMBINED COMMUNICATIONS CENTER	1,926.71
1640	COMMUNICATIONS BLDG M&O FUND	11,120.60
1695	CDBG REVOLVING LOAN FUND	27.20
1700	MISC COMMUNITY DEVPMT GRANTS	4,470.49
1940	CHANNEL FIVE EQUIPMENT RESERVE	624.08
1970	FIRE/EMS FUND	66,651.26
3200	ARTERIAL STREET FUND	937.95
4100	WATER DIVISION	413,269.39
4250	INTEGRATED CAPITAL MANAGEMENT	159,921.24
4300	SEWER FUND	159,673.33
4480	SOLID WASTE FUND	532,968.03
4600	GOLF FUND	10,626.33
4700	DEVELOPMENT SVCS CENTER	2,694.42
5100	FLEET SERVICES FUND	130,004.86
5200	PUBLIC WORKS AND UTILITIES	18,282.82
5300	IT FUND	4,714.24
5310	IT CAPITAL REPLACEMENT FUND	292.20
5400	REPROGRAPHICS FUND	694.35
5500	PURCHASING & STORES FUND	101.10
5600	ACCOUNTING SERVICES	167.74
5700	MY SPOKANE	30.09
5750	OFFICE OF PERFORMANCE MGMT	289.84
5800	RISK MANAGEMENT FUND	2,228.88
5810	WORKERS' COMPENSATION FUND	97.00
5830	EMPLOYEES BENEFITS FUND	685,038.85
5900	ASSET MANAGEMENT FUND OPS	29,728.27
5901	ASSET MANAGEMENT FUND CAPITAL	72,720.60
6060	EMPLOYEES' RETIREMENT FUND	1,778.08
6070	FIREFIGHTERS' PENSION FUND	95,840.62
6080	POLICE PENSION FUND	210,156.40
6730	PARKING & BUSINESS IMPROV DIST	115,073.75
6920	CLAIMS CLEARING FUND	22,615.41
6960	SALARY CLEARING FUND NEW	5,551.12
TOTAL:		4,388,584.15



REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 44

DATE: 11/02/20  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/02/20  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80083861	25,000.00
EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80083862	4,013.24
GEOCKO INC. DBA LIVESTORIES	CONTRACTUAL SERVICES ACH PMT NO. - 80083870	1,332,405.00
SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80083824	15,716.42
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00575544	76,736.75
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	35.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	14,768.59
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80083829	36,078.15

TOTAL FOR 0020 - NONDEPARTMENTAL 1,504,753.26

## 0030 - POLICE OMBUDSMAN

NORTHWEST CORPORATE COUNSEL	LEGAL SERVICES ACH PMT NO. - 80083890	96.00
-----------------------------	--	-------

TOTAL FOR 0030 - POLICE OMBUDSMAN 96.00

## 0100 - GENERAL FUND

ALASIAH YOUNG 7006 N COLTON ST APT F301	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00575539	1,000.00
DANIELLE MARSH 1327 E OLYMPIC AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00575610	500.00
ELENA TSEONA 2824 N ALTAMONT	DEPOSIT - RESTITUTION CHECK NO. - 00575538	50.00
JOHN KENNETH WEISE 704 E GARLAND AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00575609	1,000.00
NICK SANGIL 5203 W ALDERWOOD AVE	DEPOSIT - RESTITUTION CHECK NO. - 00575540	80.00
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80083939	16.32

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/02/20  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80083939	50,298.68-
-------------------------	--	------------

WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	DEPOSIT - ESCHEAT PROPERTY CHECK NO. - 00575613	371.50
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00575548	22,824.10
TOTAL FOR 0100 - GENERAL FUND		24,456.76-

0230 - CIVIL SERVICE

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80083939	200.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	46.42
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	177.34
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	1,005.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80083794	156.39
TOTAL FOR 0230 - CIVIL SERVICE		1,585.15

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80083832	4,025.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	43.55
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	143.04
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	155.00
TOTAL FOR 0260 - CITY CLERK		4,366.59

0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	47.42
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	830.70

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/02/20  
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0300 - HUMAN SERVICES	878.12
---------------------------------	--------

0320 - COUNCIL

COMPUNET INC	MINOR EQUIPMENT
--------------	-----------------

LB 410802	ACH PMT NO. - 80083764	218.08
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	42.65
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80083939	9.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	600.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	163.24
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80083794	573.21

TOTAL FOR 0320 - COUNCIL	-----	1,607.17
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80083939	13.86
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80083939	2,248.81
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	19.18

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	-----	2,281.85
--	-------	----------

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083749	26.68
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083766	180.12
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	24.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	304.68
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	143.31

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/02/20  
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	495.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80083939	38.00

TOTAL FOR 0370 - ENGINEERING SERVICES	-----	1,212.43
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0430 - GRANTS MANAGEMENT

-----		
US BANK P CARD PAYMENTS	PUBLICATIONS	
	ACH PMT NO. - 80083939	50.55
		-----
TOTAL FOR 0430 - GRANTS MANAGEMENT		50.55
0450 - NEIGHBHD HOUSING HUMAN SVCS		
-----		
JESSICA CARPENTER	LODGING	
5721 S VICTOR STREET	CHECK NO. - 00575541	114.68
JESSICA CARPENTER	OTHER TRANSPORTATION EXPENSES	
5721 S VICTOR STREET	CHECK NO. - 00575541	324.99
JESSICA CARPENTER	PER DIEM	
5721 S VICTOR STREET	CHECK NO. - 00575541	98.00
		-----
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		537.67
0470 - HISTORIC PRESERVATION		
-----		
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80083939	194.00
		-----
TOTAL FOR 0470 - HISTORIC PRESERVATION		194.00
0500 - LEGAL		
-----		
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80083749	17.64
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80083765	823.34
EASTERN WASHINGTON ATTORNEY	JUDGEMENTS/DAMAGES	
SERVICES INC	CHECK NO. - 00575530	65.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	22.29
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	0.15-
HONORABLE MAYOR		11/02/20
AND COUNCIL MEMBERS		PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK P CARD PAYMENTS	CLE TRAVEL	
	ACH PMT NO. - 80083939	882.26
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	248.29
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80083939	40.99
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80083939	453.90
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	193.57

VERIZON WIRELESS

CELL PHONE

ACH PMT NO. - 80083794

50.08

TOTAL FOR 0500 - LEGAL

2,797.21

0520 - MAYOR

US BANK P CARD PAYMENTS

NON-TRAVEL MEALS/LGHT RFRSHMT

ACH PMT NO. - 80083939

77.53

US BANK P CARD PAYMENTS

OFFICE SUPPLIES

ACH PMT NO. - 80083939

10.35

TOTAL FOR 0520 - MAYOR

87.88

0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS

PRINTING/BINDING/REPRO

ACH PMT NO. - 80083939

913.94

WA STATE DEPT OF REVENUE

PRINTING/BINDING/REPRO

-

81.33

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

995.27

0560 - MUNICIPAL COURT

COMCAST

IT/DATA SERVICES

ACH PMT NO. - 80083763

110.00

COPIERS NORTHWEST INC

OPERATING RENTALS/LEASES

ACH PMT NO. - 80083766

277.42

KEVIN MORTENSON  
PO BOX 7609

CASH OVER/SHORT

CHECK NO. - 00575537

25.00

LOOMIS ARMORED US INC

CONTRACTUAL SERVICES

ACH PMT NO. - 80083780

1,056.26

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/02/20  
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK  
TREASURY MANAGEMENT SERVICES

BANK FEES

CHECK NO. - 00575546

231.61

US BANK P CARD PAYMENTS

MINOR EQUIPMENT

ACH PMT NO. - 80083939

1,153.19

US BANK P CARD PAYMENTS

OFFICE SUPPLIES

ACH PMT NO. - 80083939

268.41

US BANK P CARD PAYMENTS

PERIPHERAL EQUIPMENT

ACH PMT NO. - 80083939

605.63

US BANK P CARD PAYMENTS

POSTAGE

ACH PMT NO. - 80083939

169.75

US BANK P CARD PAYMENTS

SOFTWARE (NONCAPITALIZED)

ACH PMT NO. - 80083939

40.00

US BANK P CARD PAYMENTS

TVS/AUDIO VISUAL EQUIPMENT

ACH PMT NO. - 80083939

8,904.78

TOTAL FOR 0560 - MUNICIPAL COURT

12,842.05

0570 - OFFICE OF HEARING EXAMINER

CDW GOVERNMENT INC

OFFICE SUPPLIES

ACH PMT NO. - 80083756

250.37

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

250.37

0620 - HUMAN RESOURCES

US BANK P CARD PAYMENTS

OFFICE SUPPLIES

ACH PMT NO. - 80083939

85.39

US BANK P CARD PAYMENTS

REGISTRATION/SCHOOLING

ACH PMT NO. - 80083939

179.00-

TOTAL FOR 0620 - HUMAN RESOURCES

93.61-

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS

ADVERTISING

ACH PMT NO. - 80083939

570.00

US BANK P CARD PAYMENTS

OTH DUES/SUBSCRIPTNS/MEMBERSHP

ACH PMT NO. - 80083939

19.96

TOTAL FOR 0650 - PLANNING SERVICES

589.96

0680 - POLICE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAD OF SPOKANE, INC.

MISC REPAIRS/MAINTENANCE

CHECK NO. - 00575529

2,016.53

REHN & ASSOCIATES  
SPOKANE CITY TREASURER

HRA-POST EMPLOYMENT

ACH PMT NO. - 80083934

4,500.00

US BANK  
TREASURY MANAGEMENT SERVICES

BANK FEES

CHECK NO. - 00575546

152.77

US BANK  
TREASURY MANAGEMENT SERVICES

EARNINGS CREDIT

CHECK NO. - 00575546

14.31-

US BANK P CARD PAYMENTS

BACKGROUND CHECKS

ACH PMT NO. - 80083939

444.20

US BANK P CARD PAYMENTS

EQUIPMENT REPAIRS/MAINTENANCE

ACH PMT NO. - 80083939

305.82

US BANK P CARD PAYMENTS

IT/DATA SERVICES

ACH PMT NO. - 80083939

485.00

US BANK P CARD PAYMENTS

MEDICAL SERVICES

ACH PMT NO. - 80083939

301.82-

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	2,866.31
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	679.75
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	12,389.96
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	807.74
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80083939	121.20
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80083939	239.49
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	664.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80083939	1,087.91
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	58.81
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80083939	90.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	13.35
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	24.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0680 - POLICE	----- 26,631.61
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0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083766	193.62
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80083939	125.70
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	43.54
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80083794	114.22

TOTAL FOR 0690 - PROBATION SERVICES	----- 477.08
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0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80083859	1,261.00
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COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083766	30.10
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80083768	555.32
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80083895	1,877.15
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80083909	181.81
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	97.63
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	403.01

TOTAL FOR 0700 - PUBLIC DEFENDER	-----	4,406.02
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0860 - TREASURY SERVICES

BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80083753	250.00
BLX GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80083847	2,500.00
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80083765	1,668.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80083780	813.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	2,558.07
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00575546	244.42-
WSDOT CASHIER PO BOX 47305	CASH OVER/SHORT CHECK NO. - 00575611	8.47

TOTAL FOR 0860 - TREASURY SERVICES	-----	7,554.09
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1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083751	18,010.59
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80083764	1,206.88
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083766	593.93
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083869	631.74
GRAYBAR ELECTRIC COMPANY INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80083773	517.79
SARGENT ENGINEERS INC	STRUCTURE REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083789	2,730.50
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80083790	4,157.06
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80083939	211.23
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	1,042.53
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80083939	142.13
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT	
	ACH PMT NO. - 80083939	140.48
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80083939	3,698.74
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80083939	21.09
XO COMMUNICATIONS INC	TELEPHONE	
C/O VERIZON	ACH PMT NO. - 80083798	62.01

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND

-----  
33,166.70

1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80083761	116.25
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80083939	369.77
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	54.40
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80083939	13.93
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80083939	97.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	691.93
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80083939	55.00
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
ATTN: CURT ULRICH	CHECK NO. - 00575622	9,384.69

TOTAL FOR 1200 - CODE ENFORCEMENT FUND

-----  
10,783.80

1300 - LIBRARY FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	162.79
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	3.40-
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083939	364.91
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80083939	511.48
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS	
	ACH PMT NO. - 80083939	111.32
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	312.20
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80083939	699.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	1,964.48

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80083939	21.73
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80083939	1,293.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80083939	1,686.23
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80083939	223.22
WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS	
	-	3.12
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	12.76
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	66.66

TOTAL FOR 1300 - LIBRARY FUND

7,430.00

1360 - MISCELLANEOUS GRANTS FUND

US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80083939	16.32-
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80083939	16.32

TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND

0.00

1400 - PARKS AND RECREATION FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	148.12
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80083939	967.81
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083939	124.88
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083939	210.90
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083939	1,365.66
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80083939	1,685.48
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE	
	ACH PMT NO. - 80083939	690.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	684.61
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80083939	465.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	4,014.50
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80083939	60.00
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80083939	1,110.17
US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80083939	164.15
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80083939	40.30
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80083939	1,817.12
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80083939	1,195.00
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083939	4,238.54
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80083939	288.80
VIRGINIA TREASURY DIVISION OF UNCLAIMED PROPERTY	DEPOSIT-REFUNDS IN PROGRESS	
	CHECK NO. - 00575623	24.00
WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	DEPOSIT-REFUNDS IN PROGRESS	
	CHECK NO. - 00575613	840.61
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	14.54
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	

	-	41.26
WA STATE DEPT OF REVENUE	OTHER IMPROVEMENTS	
	-	9.97
WA STATE DEPT OF REVENUE	OTHER MISC CHARGES	
	-	11.13
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	3.59
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES	
	-	56.97

TOTAL FOR 1400 - PARKS AND RECREATION FUND	20,274.83
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1450 - UNDER FREEWAY PARKING FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	530.66

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND	530.66
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1460 - PARKING METER REVENUE FUND

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083780	941.12
PASSPORT LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083788	3,643.79
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00575546	444.61
US BANK P CARD PAYMENTS	LEGAL SERVICES	
	ACH PMT NO. - 80083939	8.50
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	197.85

TOTAL FOR 1460 - PARKING METER REVENUE FUND	5,235.87
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1510 - SPOKANE REG EMERG COM SYS

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80083939	209.00

TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS	209.00
--	--------

1540 - HUMAN SERVICES GRANTS FUND

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083939	138.30

TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND	138.30
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80083939	853.78

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	853.78
---	--------

1630 - COMBINED COMMUNICATIONS CENTER

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING	
	ACH PMT NO. - 80083770	426.71

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT	
	ACH PMT NO. - 80083937	1,500.00

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	1,926.71
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1640 - COMMUNICATIONS BLDG M&O FUND

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083850	238.22

CONTROL SOLUTIONS NW INC	BUILDING IMPROVEMENTS	
	ACH PMT NO. - 80083855	10,882.38

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	11,120.60
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1695 - CDBG REVOLVING LOAN FUND

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	27.20

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	27.20
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1700 - MISC COMMUNITY DEVPMT GRANTS

US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80083939	4,470.49

TOTAL FOR 1700 - MISC COMMUNITY DEVPMT GRANTS	4,470.49
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	624.08

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	624.08
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1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083803	34.30
AT&T MOBILITY	CELL PHONE CHECK NO. - 00575598	4,668.12
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00575598	2,619.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80083760	4,458.99
DAVE KOKOT	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083802	116.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80083807	747.05
GALLS LLC	CLOTHING ACH PMT NO. - 80083809	1,554.95
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80083809	16.34
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083771	1,542.42
GENERAL FIRE EXTINGUISHER SERVICE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083771	561.98
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80083930	500.00
INLAND PACIFIC HOSE & FITTINGS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083812	92.50
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083812	86.10-
KEVIN HAUGHTON	LODGING ACH PMT NO. - 80083801	142.35
KEVIN HAUGHTON	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80083801	554.88
KEVIN HAUGHTON	PER DIEM ACH PMT NO. - 80083801	342.50
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80083783	104.00
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083815	701.86
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083817	21.02
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083817	124.94
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00575605	119.79
NATIONSERVE	REPAIR & MAINTENANCE SUPPLIES	

OVERHEAD DOOR CORPORATION	CHECK NO. - 00575605	111.08
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083820	245.03

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RU HUNGRY PO BOX 7180	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00575600	19.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80083937	21,500.00
THEODORE FRATER	LODGING ACH PMT NO. - 80083800	228.30
THEODORE FRATER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80083800	738.30
THEODORE FRATER	PER DIEM ACH PMT NO. - 80083800	321.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	171.45
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00575546	5.37-
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80083939	728.30
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80083939	284.70
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	618.10
US BANK P CARD PAYMENTS	FIRE EQUIPMENT ACH PMT NO. - 80083939	142.02
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80083939	6.00
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083939	17.14
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	5,922.67
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80083939	236.07
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	522.14
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	2,343.05
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	902.92
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80083939	48.08
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80083939	2,644.83



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	1,015.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083939	520.55
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80083939	75.05
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80083939	454.33
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	27.21
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80083939	5.94
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083939	3,436.12
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80083939	606.29
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	454.08
WA STATE DEPT OF REVENUE	PUBLICATIONS -	52.27
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	10.26
WHELEN ENGINEERING CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083830	3,301.60
WILLIAM NEWMAN	PER DIEM CHECK NO. - 00575601	10.00
TOTAL FOR 1970 - FIRE/EMS FUND		66,651.26
3200 - ARTERIAL STREET FUND		
-----		
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083772	452.95
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083939	485.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		937.95
4100 - WATER DIVISION		
-----		
AGATHOS LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083746	5,605.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALISHA SIMPSON 1306 E SARA LANE	REFUNDS CHECK NO. - 00575536	49.61
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80083836	115.00
ASPECT CONSULTING 710 2ND AVE	REFUNDS CHECK NO. - 00575532	1,500.00
BLACK & VEATCH CORPORATION	CONTRACTUAL SERVICES ACH PMT NO. - 80083846	10,642.77
C2 INVESTMENTS INC PO BOX 2682	REFUNDS CHECK NO. - 00575531	118.96
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083851	1,345.15
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	CONTRACTUAL SERVICES ACH PMT NO. - 80083762	1,568.16
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80083767	4,536.77
EAST CENTRAL COMMUNITY ORGANIZATION	CONTRACTUAL SERVICES ACH PMT NO. - 80083863	28,503.92
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083769	488.97
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80083865	3,104.17
JACOB HAASE 1418 S BLUFF DR	REFUNDS CHECK NO. - 00575534	28.75
KENWORTH SALES COMPANY	VEHICLES ACH PMT NO. - 80083776	306,465.68
KROHNE AMERICA/KROHNE INC	MINOR EQUIPMENT ACH PMT NO. - 80083881	5,513.99
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80083892	425.39
SELECT PORTFOLIOS SVS INC PO BOX 4698	REFUNDS CHECK NO. - 00575535	23.49
SPOKANE CO TITLE / SERENA 1010 N NORMANDIE ST #203	REFUNDS CHECK NO. - 00575533	8.71
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083792	740.52
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	38.56
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00575546	15.44-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING
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	ACH PMT NO. - 80083939	25.00
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083939	608.96
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	1,550.12
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80083939	2,407.75
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	4,800.89
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80083939	304.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	2,138.24
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80083939	166.62
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	5,900.48
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	3,971.16
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083939	19,236.73
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	654.51
US BANK P CARD PAYMENTS	TESTING SERVICES ACH PMT NO. - 80083939	24.48
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	7.56
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	420.37
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	238.66
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	4.17

TOTAL FOR 4100 - WATER DIVISION	-----	413,269.39
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4250 - INTEGRATED CAPITAL MANAGEMENT

AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083745	3,708.87
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083758	5,201.51
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083873	1,780.23

INNOVYZE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083879	6,518.76
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083778	33,632.50
SPOKANE CO TITLE / SERENA 1010 N NORMANDIE ST #203	REFUNDS CHECK NO. - 00575533	30.63
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083939	378.28
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	210.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	100.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083914	3,506.31
WHITNEY EQUIPMENT COMPANY INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083831	1,485.40
WILSON & COMPANY INC ENGINEERS & ARCHITECTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80083797	103,368.75

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	159,921.24
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4300 - SEWER FUND

SPOKANE CO TITLE / SERENA 1010 N NORMANDIE ST #203	REFUNDS CHECK NO. - 00575533	36.92
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TOTAL FOR 4300 - SEWER FUND	-----	36.92
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4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083833	1,217.33
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083837	48.21
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80083837	10.11
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80083852	4,081.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083856	497.09
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80083865	3,104.17
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00575547	3,183.06

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083939	870.95
US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80083939	219.80
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	86.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	927.86
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	4,081.79
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	205.40
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083939	363.93
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80083939	3,250.29
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80083939	86.84
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80083939	108.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	93.43

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	22,437.65
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4320 - RIVERSIDE PARK RECLAMATION FAC

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083851	6,654.85
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80083851	113.21
DETECTION INSTRUMENTS CORP	MINOR EQUIPMENT CHECK NO. - 00575599	3,250.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083811	7,051.92

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083816	291.04
NATIONAL FILTER MEDIA	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083785	11,340.59
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083819	6,246.36
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083821	23,656.62
SVL ANALYTICAL INC	TESTING SERVICES	

	ACH PMT NO. - 80083825	126.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80083826	164.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083827	4,238.60
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	224.25
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	622.52
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80083939	2,803.11
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	460.62
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	27,675.00
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	176.43
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	1,295.26
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80083939	1,248.80
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80083939	695.29
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	517.28
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	289.25
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	217.05
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	20.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	38.45
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TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	99,416.93
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083837	195.17
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80083865	3,104.16
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80083826	135.00

WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	
	ACH PMT NO. - 80083795	34,347.50

TOTAL FOR 4330 - STORMWATER		37,781.83
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4480 - SOLID WASTE FUND

SPOKANE CO TITLE / SERENA	REFUNDS	
1010 N NORMANDIE ST #203	CHECK NO. - 00575533	23.59

TOTAL FOR 4480 - SOLID WASTE FUND		23.59
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4490 - SOLID WASTE DISPOSAL

ABB INC	DATA PROCESS EQUIP	
	ACH PMT NO. - 80083744	134,400.00
AUBURN FILTER SENSE LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80083804	12,277.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80083751	188.21
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80083805	260.71
BARR-TECH LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083754	20,717.05
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00575608	59.97
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80083851	8,498.10
COPIERS NORTHWEST INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80083766	137.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80083806	926.92
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80083769	158.35
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80083769	1,029.09
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80083808	747.15
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80083769	43.94
FISH WINDOW CLEANING	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083867	180.00
GRAYBAR ELECTRIC COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80083773	1,198.06

JOHNSON CONTROLS FIRE PROTECTION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083775	1,772.35
KNIGHT CONSTRUCTION & SUPPLY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80083777	57,070.75
KRUEGER SHEET METAL COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083814	8,423.30
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80083780	917.73
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083784	2,800.18
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083818	1,364.43
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083786	6,421.02
ORKIN	CONTRACTUAL SERVICES CHECK NO. - 00575543	154.64
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00575543	309.28
SAFETY KLEEN CORPORATION	OPERATING SUPPLIES CHECK NO. - 00575602	1,115.14
SPOKANE PRO CARE INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80083791	147.02
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00575603	15,753.54
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00575545	1,599.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	254.67
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083939	771.86
US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80083939	30.48
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	777.76
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80083939	278.03
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	267.75
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	3,269.74
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	882.59
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	



	ACH PMT NO. - 80083939	510.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80083939	712.95
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80083939	224.37
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083939	18,963.80
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80083939	205.88
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80083939	984.32
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80083747	116.53
WA STATE DEPT OF REVENUE	LUBRICANTS -	24.74
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	28.04
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,126.44

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	308,101.00
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4500 - SOLID WASTE COLLECTION

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80083834	225.10
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083837	7,998.02
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80083837	164.02
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80083840	88,170.09
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80083849	496.59
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083851	8,649.24
COMCAST	TELEPHONE ACH PMT NO. - 80083854	338.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083856	588.03
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083869	589.03
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80083872	72.42

HOTSY OF SPOKANE LLC	OPERATING SUPPLIES ACH PMT NO. - 80083876	5,445.00
INTERSTATE RESTORATION LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083774	3,918.43
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	268.94
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	212.15
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	1,264.88
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00575606	135,878.80
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00575606	32,248.87-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		222,030.60

#### 4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083751	1,286.46
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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083851	193.30
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083818	544.50
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00575604	567.38
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80083939	221.20
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,812.84

#### 4600 - GOLF FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	334.36
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80083939	163.65
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80083939	91.74
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	6,830.63
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	1,027.39

US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	2,168.01
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	10.55
TOTAL FOR 4600 - GOLF FUND		10,626.33

4700 - DEVELOPMENT SVCS CENTER

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	108.21
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80083939	190.45
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	95.86
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	123.57
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	575.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80083939	167.33
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	1,060.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	374.00

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	2,694.42
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5100 - FLEET SERVICES FUND

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00575607	978.18
BEARING DISTRIBUTORS INC dba BROWN BEARING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083841	110.29
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083842	2,987.37
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083848	1,070.52
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80083851	368.94
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80083852	47,723.47
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083858	8,740.16
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80083858	36.76-
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80083864	6,275.36
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083871	3,000.02
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083871	174.34
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083916	179.03
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083916	8,236.25
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083874	1,004.74
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083877	40.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083880	856.74
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083886	65.53
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083887	497.92
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083888	337.24
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083893	2,472.83
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083894	1,188.16
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00575612	3,920.40
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00575612	15,798.61
SPECIAL ASPHALT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083901	3,757.62
SPOKANE HOUSE OF HOSE INC	MINOR EQUIPMENT ACH PMT NO. - 80083902	429.72
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083904	73.63
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083910	53.58
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083911	979.49
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	1,665.72

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	723.42
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	831.18
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	493.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80083939	432.11
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	1,728.48
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083939	8,186.21

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	26.92
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	299.32
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80083917	4,157.69
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083917	133.36
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80083919	43.56
TOTAL FOR 5100 - FLEET SERVICES FUND		130,004.86

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP %DELL USA LP	OPERATING SUPPLIES ACH PMT NO. - 80083768	175.85
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	17,819.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	228.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	59.27
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		18,282.82

5300 - IT FUND

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80083763	170.05
PITNEY BOWES	OPERATING SUPPLIES CHECK NO. - 00575542	105.51

PRO MECHANICAL SERVICES INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80083823	211.92
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80083939	1,482.93
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	624.04
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	323.32
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	130.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	395.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80083939	216.71
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083939	1,010.26
WA STATE DEPT OF REVENUE	IT/DATA SERVICES -	44.50

TOTAL FOR 5300 - IT FUND

4,714.24

5310 - IT CAPITAL REPLACEMENT FUND

US BANK P CARD PAYMENTS	FIBER OPTICS ACH PMT NO. - 80083939	292.20
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

292.20

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80083766	430.14
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	245.55
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	18.66

TOTAL FOR 5400 - REPROGRAPHICS FUND

694.35

5500 - PURCHASING & STORES FUND

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80083939	101.10
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TOTAL FOR 5500 - PURCHASING & STORES FUND

101.10

## 5600 - ACCOUNTING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80083939	92.74
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80083939	75.00

TOTAL FOR 5600 - ACCOUNTING SERVICES	167.74
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 5700 - MY SPOKANE

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80083939	30.09
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TOTAL FOR 5700 - MY SPOKANE	30.09
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## 5750 - OFFICE OF PERFORMANCE MGMT

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80083913	289.84
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TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	289.84
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## 5800 - RISK MANAGEMENT FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00575546	251.70
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00575546	91.92-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80083828	2,069.10

TOTAL FOR 5800 - RISK MANAGEMENT FUND	2,228.88
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## 5810 - WORKERS' COMPENSATION FUND

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	97.00
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TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	97.00
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## 5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80083927	13,440.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80083927	33,297.68
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80083931	47,502.47

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80083931	112,591.36
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80083931	18,489.66

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KRISTINE K CONROW-REDMOND	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80083799	61.96
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80083933	50,326.38
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80083822	409,329.34
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		685,038.85

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80083749	706.79
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80083750	18,841.83
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80083750	142.03
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083853	1,144.54
FIRE SYSTEMS WEST INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083866	210.00
FIVE STAR PLUMBING	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083868	770.79
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80083939	442.27
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80083939	430.16
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80083939	576.16
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80083939	6,463.70
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		29,728.27

5901 - ASSET MANAGEMENT FUND CAPITAL

INTTERRA, INC.	OTHER PREPAYMENTS ACH PMT NO. - 80083813	36,000.00
INTTERRA, INC.	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80083813	31,450.00



US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80083939	356.92

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	FIRE EQUIPMENT	
	ACH PMT NO. - 80083939	142.02
US FIRE EQUIPMENT LLC	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80083793	766.66
WA STATE DEPT OF REVENUE	OTHER PREPAYMENTS	
	-	3,204.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	
	-	801.00

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	72,720.60
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6080 - POLICE PENSION FUND

US BANK TRUST NA	PURCHASE OF INVESTMENTS	
OR CITY OF SPOKANE	ACH PMT NO. - 80083912	150,000.00

TOTAL FOR 6080 - POLICE PENSION FUND	150,000.00
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6100 - RETIREMENT

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80083939	41.37
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80083939	20.24
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80083939	1,166.40
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80083939	50.07
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80083939	500.00

TOTAL FOR 6100 - RETIREMENT	1,778.08
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6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80083927	1,279.17
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80083927	10,862.94
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80083933	7,594.86
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80083822	76,103.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		95,840.62
6300 - POLICE PENSION		
-----		
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80083927	999.57
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80083927	7,290.80
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80083933	6,134.31
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80083822	45,731.72
TOTAL FOR 6300 - POLICE PENSION		60,156.40
6730 - PARKING & BUSINESS IMPROV DIST		
-----		
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80083861	115,073.75
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		115,073.75
6920 - CLAIMS CLEARING FUND		
-----		
NEW JERSEY UNCLAIMED PROPERTY ADMIN	WARRANTS PAYABLE CHECK NO. - 00575624	178.03
WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	WARRANTS PAYABLE CHECK NO. - 00575613	22,437.38
TOTAL FOR 6920 - CLAIMS CLEARING FUND		22,615.41
6960 - SALARY CLEARING FUND NEW		
-----		
GORDON AYLWORTH & TAMI PC	ASSET ACCEPTANCE, LLC CHECK NO. - 00575621	1,565.19
OLYMPIC CREDIT SERVICES INC	OLYMPIC CREDIT SERVICES INC. CHECK NO. - 00575625	283.62
VALLEY EMPIRE COLLECTION	VALLEY EMPIRE COLLECTION CHECK NO. - 00575626	1,252.39
WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	NET PAY TO EMPLOYEE / RETIREE CHECK NO. - 00575613	2,449.92
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		5,551.12

TOTAL CLAIMS

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4,388,584.15

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	7,788.91	24.05	18.61
00575529	CAD OF SPOKANE, INC.	2,016.53		
00575530	EASTERN WASHINGTON ATTORNEY	65.00		
00575531	C2 INVESTMENTS INC	118.96		
00575532	ASPECT CONSULTING	1,500.00		
00575533	SPOKANE CO TITLE / SERENA	99.85		
00575534	JACOB HAASE	28.75		
00575535	SELECT PORTFOLIOS SVS INC	23.49		
00575536	ALISHA SIMPSON	49.61		
00575537	KEVIN MORTENSON	25.00		
00575538	ELENA TSEONA	50.00		
00575539	ALASIAH YOUNG	1,000.00		
00575540	NICK SANGIL	80.00		
00575541	JESSICA CARPENTER	537.67		
00575542	PITNEY BOWES	105.51		
00575543	ORKIN	463.92		
00575544	SPOKANE REGIONAL CLEAN AIR	76,736.75		
00575545	UNITED RENTALS NW INC	1,599.47		
00575546	US BANK	22,405.73		
00575547	PRORATE AND FUEL TAX	3,183.06		
00575548	WA STATE DEPT OF REVENUE	22,824.10		
00575549	BLOOMBERG FINANCE LP		6,855.00	
00575550	CENTER POINT PUBLISHING INC		270.24	
00575598	AT&T MOBILITY	7,287.48		
00575599	DETECTION INSTRUMENTS CORP	3,250.00		
00575600	RU HUNGRY	19.00		
00575601	WILLIAM NEWMAN	10.00		
00575602	SAFETY KLEEN CORPORATION	1,115.14		
00575603	SPOKANE REGIONAL HEALTH DIST	15,753.54		
00575604	SPOKANE REGIONAL HEALTH DIST	567.38		
00575605	NATIONSERVE	230.87		
00575606	WM RECYCLE AMERICA LLC	103,629.93		
00575607	BATTERY SYSTEMS INC	978.18		
00575608	CENTURYLINK	59.97		
00575609	JOHN KENNETH WEISE	1,000.00		
00575610	DANIELLE MARSH	500.00		
00575611	WSDOT CASHIER	8.47		
00575612	SOLID WASTE SYSTEMS INC	19,719.01		
00575613	WA STATE DEPT OF REVENUE	26,099.41		
00575614	CENTURYLINK			292.50
00575615	CENTURYLINK COMMUNICATIONS I			516.12
00575616	CH2M HILL ENGINEERS INC			461.43
00575617	WATERCO OF THE PACIFIC NORTH			70.84
00575618	JENSEN DISTRIBUTION SERVICES			100.22
00575619	STRIPE RITE INC			733.94
00575620	THE TOLEDO TICKET CO			91.52
00575621	GORDON AYLWORTH & TAMI PC	1,565.19		
00575622	WA STATE DEPT OF REVENUE	9,384.69		
00575623	VIRGINIA TREASURY DIVISION	24.00		
00575624	NEW JERSEY UNCLAIMED	178.03		
00575625	OLYMPIC CREDIT SERVICES INC	283.62		
00575626	VALLEY EMPIRE COLLECTION	1,252.39		
00575627	CENTURYLINK			55.96

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00575628	RAINIER SEEDS HOLDINGS, LLC			282.61
80083744	ABB INC	134,400.00		
80083745	AECOM TECHNICAL SERVICES INC	3,708.87		
80083746	AGATHOS LABORATORIES INC	5,605.65		
80083747	VYANET OPERATIONS GROUP dba	116.53		
80083748	ALSCO DIVISION OF ALSCO INC	17.15		
80083749	ARAMARK UNIFORM SERVICES	751.11		
80083750	AVISTA CORPORATION	18,983.86		
80083751	AVISTA UTILITIES	19,485.26	1,536.53	
80083752	BAKER & TAYLOR BOOKS		11,322.84	
80083753	BANK OF NEW YORK MELLON	250.00		
80083754	BARR-TECH LLC	20,717.05		
80083755	C & C YARD CARE	166.62		
80083756	CDW GOVERNMENT INC	250.37		
80083757	CENGAGE LEARNING INC		912.01	
80083758	CENTURY WEST ENGINEERING COR	5,201.51		
80083759	CINTAS CORPORATION NO 3	450.76		
80083760	CITY SERVICE VALCON LLC	4,458.99		
80083761	CLARK'S CONTAINERS LLC	116.25		
80083762	COLUMBIA ELECTRIC SUPPLY/DIV	1,568.16		
80083763	COMCAST	280.05		
80083764	COMPUNET INC	1,424.96		
80083765	CONTRACT DESIGN ASSOCIATES I	2,491.81		
80083766	COPIERS NORTHWEST INC	1,842.38		
80083767	CORE & MAIN LP	4,536.77		
80083768	DELL MARKETING LP	731.17		
80083769	FASTENAL CO	2,217.62		
80083770	GALLS LLC	1,969.91		
80083771	GENERAL FIRE EXTINGUISHER	2,104.40		
80083772	GEO ENGINEERS INC	452.95	341.25	
80083773	GRAYBAR ELECTRIC COMPANY INC	1,715.85		
80083774	INTERSTATE RESTORATION LLC	3,918.43		
80083775	JOHNSON CONTROLS FIRE	1,772.35		
80083776	KENWORTH SALES COMPANY	306,465.68		
80083777	KNIGHT CONSTRUCTION &	57,070.75		
80083778	KPFF CONSULTING ENGINEERS	33,632.50		
80083779	LEONE & KEEBLE INC		491,773.96	
80083780	LOOMIS ARMORED US INC	3,728.61		
80083781	LUCI CREATIVE LLC		79,235.00	
80083782	MIDWEST TAPE		333.33	
80083783	MR CAR WASH	104.00		
80083784	NALCO CO	2,800.18		
80083785	NATIONAL FILTER MEDIA	11,340.59		
80083786	ONLINE CLEANING SERVICES	6,421.02		
80083787	OVERDRIVE INC		6,551.85	
80083788	PASSPORT LABS INC	3,643.79		
80083789	SARGENT ENGINEERS INC	2,730.50		
80083790	SHAMROCK MANUFACTURING INC	4,157.06		
80083791	SPOKANE PRO CARE INC	147.02		
80083792	TRUE SEALS LLC	740.52		
80083793	US FIRE EQUIPMENT LLC	766.66		
80083794	VERIZON WIRELESS	893.90		
80083795	WA STATE DEPT OF ECOLOGY	34,347.50		

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80083796	WALKER CONSTRUCTION INC		735,359.07	

80083797	WILSON & COMPANY INC	103,368.75	
80083798	XO COMMUNICATIONS INC	62.01	
80083799	KRISTINE K CONROW-REDMOND	61.96	
80083800	THEODORE FRATER	1,288.10	
80083801	KEVIN HAUGHTON	1,039.73	
80083802	DAVE KOKOT	116.00	
80083803	ALSCO DIVISION OF ALSCO INC	17.15	
80083804	AUBURN FILTER SENSE LLC	12,277.60	
80083805	BANNER FURNACE & FUEL	260.71	
80083806	ELJAY OIL CO INC	926.92	
80083807	EVERGREEN STATE TOWING LLC	747.05	
80083808	FASTENAL CO	249.88	
80083809	GALLS LLC	28.09	
80083810	GEOCKO INC.	917,405.00	
80083811	INLAND ENVIRONMENTAL RESOURC	7,051.92	
80083812	INLAND PACIFIC HOSE & FITTIN	6.40	
80083813	INTTERRA, INC.	67,450.00	
80083814	KRUEGER SHEET METAL COMPANY	8,423.30	
80083815	MUNICIPAL EMERGENCY SERVICES	701.86	
80083816	NALCO CO	291.04	
80083817	NAPA AUTO PARTS	145.96	
80083818	NORCO INC	1,908.93	
80083819	OLIN CORPORATION	6,246.36	
80083820	POINTE PEST CONTROL	245.03	
80083821	POLYDYNE INC	23,656.62	
80083822	PREMERA BLUE CROSS OR	531,164.71	
80083823	PRO MECHANICAL SERVICES INC	211.92	
80083824	SOUTHWEST SPOKANE COMMUNITY	15,716.42	
80083825	SVL ANALYTICAL INC	126.00	
80083826	TESTAMERICA LABORATORIES INC	299.00	
80083827	TWO RIVERS TERMINAL LLC	4,238.60	
80083828	US BANK OR CITY TREASURER	2,069.10	
80083829	VOLUNTEERS OF AMERICA OF	36,078.15	
80083830	WHELEN ENGINEERING CO INC	3,301.60	
80083831	WHITNEY EQUIPMENT COMPANY IN	1,485.40	
80083832	ACCESS INFORMATION HOLDINGS	4,025.00	
80083833	ACTION MATERIALS	1,217.33	1,407.36
80083834	ACTION MEDICAL INC	225.10	
80083835	ALLIED ENVELOPE		67.01
80083836	ANATEK LABS INC	115.00	
80083837	AVISTA UTILITIES	8,415.53	
80083838	A-L COMPRESSED GASES		117.61
80083839	BACON CONCRETE INC		288,335.48
80083840	BARR-TECH LLC	88,170.09	
80083841	BEARING DISTRIBUTORS INC	110.29	
80083842	BECKER BUICK-GMC INC	2,987.37	
80083843	BERGER PARTNERSHIP PS		367.50
80083844	BERNARDO-WILLS ARCHITECTS PC		6,890.58
80083845	BIG BELLY SOLAR LLC		35,682.44
80083846	BLACK & VEATCH CORPORATION	10,642.77	
80083847	BLX GROUP LLC	2,500.00	
80083848	BRIDGESTONE AMERICAS INC	1,070.52	

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80083849	C & C YARD CARE	329.97		
80083850	CAMTEK INC	238.22		
80083851	CINTAS CORPORATION NO 3	25,372.03		
80083852	CITY SERVICE VALCON LLC	51,805.33		4,534.76
80083853	COEUR D'ALENE SERVICE STATIO	1,144.54		

80083854	COMCAST	338.73	415.08
80083855	CONTROL SOLUTIONS NW INC	10,882.38	
80083856	COPIERS NORTHWEST INC	1,085.12	345.00
80083857	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80083858	CUMMINS NORTHWEST LLC	8,703.40	
80083859	CHARLES R DELGADO	1,261.00	
80083860	DOPPELMAYER USA INC		8,221.05
80083861	DOWNTOWN SPOKANE PARTNERSHIP	140,073.75	
80083862	EASTERN WASHINGTON UNIVERSIT	4,013.24	
80083863	EAST CENTRAL COMMUNITY	28,503.92	
80083864	EVERGREEN STATE TOWING LLC	6,275.36	
80083865	FINANCIAL CONSULTING SOLUTIO	9,312.50	
80083866	FIRE SYSTEMS WEST INC	210.00	
80083867	FISH WINDOW CLEANING	180.00	
80083868	FIVE STAR PLUMBING	770.79	
80083869	GENERAL FIRE EXTINGUISHER	1,220.77	
80083870	GEOCKO INC.	415,000.00	
80083871	GORDON TRUCK CENTERS INC DBA	3,174.36	
80083872	GORLEY LOGISTICS LLC	72.42	
80083873	GROUNDWATER SOLUTIONS INC	1,780.23	
80083874	HASKINS STEEL CO INC	1,004.74	
80083875	HILL INTERNATIONAL INC		7,748.09
80083876	HOTSY OF SPOKANE LLC	5,445.00	
80083877	INLAND PACIFIC HOSE & FITTIN	40.51	
80083878	INLAND POWER & LIGHT CO		0.42
80083879	INNOVYZE INC	6,518.76	
80083880	KENWORTH SALES COMPANY	856.74	
80083881	KROHNE AMERICA/KROHNE INC	5,513.99	
80083882	LAWTON PRINTING INC		908.23
80083883	MARTIN LUTHER KING JR FAMILY		3,483.33
80083884	MID CITY CONCERNS INC		1,543.75
80083885	MMCITE 7 LLC		6,510.00
80083886	MODERN MACHINERY CO INC	65.53	
80083887	MOTION AUTO SUPPLY	497.92	
80083888	NAPA AUTO PARTS	337.24	
80083889	NORTHEAST YOUTH CENTER		11,628.17
80083890	NORTHWEST CORPORATE COUNSEL	96.00	
80083891	NW CABLING LLC		179.69
80083892	OXARC INC	425.39	6.21
80083893	PACWEST MACHINERY LLC	2,472.83	
80083894	PAPE MACHINERY INC	1,188.16	
80083895	PROVOST PROFESSIONAL	1,877.15	
80083896	ROBERT HALF INTERNATIONAL IN		387.31
80083897	SIMPLIT PARTNERS		2,065.14
80083898	SINTO SENIOR CENTER		6,434.17
80083899	SOIL TECHNOLOGIES CORP		569.00
80083900	SOUTHSIDE SENIOR & COMMUNITY		7,736.84
80083901	SPECIAL ASPHALT PRODUCTS	3,757.62	

REPORT: PG3640 CITY OF SPOKANE  
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL  
USER: MANAGER  
RUN NO: 44

DATE: 11/02/20  
TIME: 09:40  
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80083902	SPOKANE HOUSE OF HOSE INC	429.72		
80083903	SPRAGUE PEST CONTROL/DIV OF			57.63
80083904	SPRAY CENTER ELECTRONICS INC	73.63		
80083905	TC SHERRY & ASSOCIATES PS db			4,625.00
80083906	STAR RENTALS & SALES			1,905.75
80083907	STRATA GEOTECHNICAL ENGINEER			2,342.75
80083908	LARIVIERE INC			900,757.31
80083909	THOMSON WEST	181.81		
80083910	TIFCO INDUSTRIES	53.58		

80083911	TRANSPORT EQUIPMENT INC	979.49		
80083912	US BANK TRUST NA	150,000.00		
80083913	VERIZON WIRELESS	289.84		
80083914	WA STATE DEPT/TRANSPORTATION	3,506.31		
80083915	WESTERN EQUIPMENT DISTRIBUTO			4,223.70
80083916	GWP HOLDINGS LLC	8,415.28		
80083917	WESTERN STATES EQUIPMENT CO	4,291.05		
80083918	WILDROSE LTD dba			318.86
80083919	WINGFOOT COMMERCIAL TIRE	43.56		
80083920	XO COMMUNICATIONS INC			79.20
80083921	ADRIANO M EVA			47.49
80083922	RYAN W GRIFFITH			161.34
80083923	ALSCO DIVISION OF ALSCO INC			208.64
80083924	NORTHWEST INDUSTRIAL SERVICE			7,815.34
80083925	STEVE CONNER			3,403.82
80083926	CREEK AT QUALCHAN GOLF COURS			1,722.82
80083927	DELTA DENTAL OF WASHINGTON	67,170.16		
80083928	DEVRIES INFORMATION MANAGEME			7.50
80083929	HORIZON DISTRIBUTORS			105.84
80083930	HRA VEBA TRUST	500.00		
80083931	KAISER FOUNDATION HEALTH PLA	178,583.49		
80083932	OXARC INC			162.05
80083933	PREMERA BLUE CROSS	64,055.55		
80083934	REHN & ASSOCIATES	4,500.00		
80083935	SANDBAGGERS CLUB LLC			1,406.44
80083936	SIGNS FOR SUCCESS INC			242.81
80083937	SPOKANE FIRE FIGHTERS BENEFI	23,000.00		
80083938	T & T GOLF MANAGEMENT INC			3,755.52
80083939	US BANK P CARD PAYMENTS	228,203.09		
		-----	-----	-----
		4,388,584.15	1,334,515.13	1,334,170.28
				=====
		CITYWIDE TOTAL:		7,057,269.56





# 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:**

11/09/2020

**Date Rec'd**

11/4/2020

**Clerk's File #**

CPR 2020-0003

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ACCOUNTING

**Contact Name/Phone**

MICHELLE HUGHES 6320

**Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

**Agenda Item Type**

Claim Item

**Agenda Item Name**

5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: October 31, 2020.  
Payroll check #557813 through check #557904 \$7,565,991.87

**Summary (Background)**

N/A

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 7,565,991.87

# N/A

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

HUGHES, MICHELLE

**Division Director**

WALLACE, TONYA

**Finance**

HUGHES, MICHELLE

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****Council Notifications****Study Session\Other****Council Sponsor****Distribution List**



# 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:** 11/4/2020

**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 OCTOBER 31, 2020**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,710.40
0230	CIVIL SERVICE	30,161.40
0260	CITY CLERK	15,492.80
0320	COUNCIL	49,488.49
0330	PUBLIC AFFAIRS / COMMUNICATIONS	28,484.40
0370	ENGINEERING SERVICES	170,192.37
0410	FINANCE	11,278.40
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,327.20
0450	CD/HS DIVISION	2,600.80
0470	HISTORIC PRESERVATION	6,301.60
0500	LEGAL	121,867.24
0520	MAYOR	21,229.60
0550	NEIGHBORHOOD SERVICES	7,258.40
05601	MUNICIPAL COURT	112,784.80
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,549.60
0620	HUMAN RESOURCES	28,341.95
0650	PLANNING SERVICES	42,256.00
0680	POLICE	1,569,141.59
0690	PROBATION SERVICES	38,283.23
0700	PUBLIC DEFENDERS	85,116.20
0750	ECONOMIC DEVELOPMENT	3,531.20
0860	TREASURER	20,301.61
	TOTAL GENERAL FUND	2,392,699.28

FUND	FUND NAME	TOTAL
1100	STREET	292,831.74
1200	CODE ENFORCEMENT	48,269.88
1300	LIBRARY	183,460.20
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	242,844.58
1460	PARKING METER	36,562.68
1510	LAW ENFORCEMENT INFO SYSTEM FUND	4,074.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,623.27
1625	PUBLIC SAFETY PERSONNEL	150,798.56
1630	COMBINED COMMUNICATIONS CENTER	36,711.08
1680	CD/HS	93,532.97
1970	EMS FUND	1,773,949.94
4100	WATER	440,860.34
4250	INTEGRATED CAPITAL FUND	46,287.04
4300	SEWER	510,490.96
4480	REFUSE	531,141.83
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	47,202.60
4700	GENERAL SERVICES FUND	154,066.95
5100	FLEET SERVICE	90,208.97
5200	PUBLIC WORKS & UTILITY FUND	52,685.80
5300	MIS	174,734.11
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	19,658.41
5600	ACCOUNTING SERVICES	105,084.66
5700	MY SPOKANE	29,622.66
5750	PROJECT MANAGEMENT OFFICE	24,194.40
5810	WORKER'S COMPENSATION	16,421.60
5830	SELF-FUNDED MEDICAL/DENTAL	8,939.20
5900	ASSET MANAGEMENT	21,911.35
6060	CITY RETIREMENT	11,016.81
6750	REGIONAL PLAN	0.00
TOTAL		7,565,991.87

## MINUTES OF SPOKANE CITY COUNCIL

Monday, October 26, 2020

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:31 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 Eleventh Updated Proclamation 20-28.11, dated October 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 November 9, 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, and Stratton were present. Council Member Wilkerson joined the meeting at 3:32 p.m. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (via WebEx), City Council Policy Advisor Brian McClatchey (via WebEx), and City Clerk Terri Pfister (Chambers) were also virtually present.

### Advance Agenda Review

The City Council received an overview from staff on the November 2, 2020, Advance Agenda items.

#### Purchases by Fleet Operations for Police Department (OPR 2020-0781 and OPR 2020-0782)

Upon review of the November 2 Advance Consent Agenda items, Council Member Burke requested Item 3—Purchases by Fleet Operations for Police Department using WA State Contract #05916 of: a. 2 Police K8s from Columbia Ford and b. 2 Police Tahoes from Bud Clary Chevrolet—be moved to the Legislative Agenda.

#### Final Reading Ordinance C35924—Yellowstone Pipe Line Company Franchise

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and

byproducts in the public right-of-way within and through the City of Spokane—to November 30, 2020; **carried unanimously.**

### **Action to Approve November 2, 2020, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the November 2, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Mumm, seconded by Council Member Burke, **to approve** the Advance Agenda for Monday, November 2, 2020, **carried unanimously.**

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council considered the October 26, 2020, Current Agenda.

#### Resolution 2020-0079 (Council Sponsor: Council President Beggs)

**Motion** by Council Member Mumm, seconded by Council Member Cathcart, **to table indefinitely** Resolution 2020-0079—adopting the City Council's budget priorities for the 2021 City of Spokane annual budget—**carried unanimously.**

#### Resolution 2020-0077 (Council Sponsor: Council Members Kinnear and Stratton)

**Motion** by Council Member Cathcart, seconded by Council Member Burke, **to amend** the language of Resolution 2020-0077 (concerning the two-year pilot project instituting a year-round 20 mph speed limit around parks and park properties) to include Shilo Hills (referred to as Friendship Park) and Thorton Murphy Park; **carried unanimously.**

[Clerical Note: Shilo Hills is actually called Friendship Park; and Resolution 2020-0077, as amended, was filed reflecting Friendship Park (rather than Shilo Hills), as well as Thorton Murphy Park.]

#### Special Budget Ordinance C35953 and Related Resolution 2020-0075 (Council Sponsor: Council Member Mumm)

**Motion** by Council Member Burke, seconded by Council Member Kinnear, to approve change in dollar amount to \$1,500,000 (from \$1,200,000 and thereby substitute Ordinance C35953 and Resolution 2020-0075 with versions filed on October 20, 2020); **carried unanimously.**

## **CONSENT AGENDA**

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

Setting a hearing for the Citywide Capital Improvement Program 2021-2026 on November 9, 2020.

Setting the hearings for review of the 2021 Proposed Budget beginning November 2, 2020, and continuing thereafter at the regular City Council meetings through December 7, 2020. (FIN 2020-0001) (Clerical Note: This item was incorrectly numbered as OPR 2020-0772 on the October 26, 2020, Current Consent Agenda.)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 16, 2020, total \$5,530,376.66 (Check Nos.: Check Nos. 575173-575355; ACH Payment Nos.: 83278-83484), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,814,120.63. (OPR 2020-0002)

Payroll claims of previously approved obligations through October 17, 2020: \$7,248,694.48 (Payroll Check Nos. 557725-557811).

City Council Meeting Minutes: October 12, 2020.

Withdraw hearings scheduled for November 9, 2020, under Resolutions 2020-0073 and 2020-0074 pertaining to the Downtown Parking and Business Improvement Area regarding changing certain assessment rates and modifying the boundary.

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

The City Council adjourned at 4:12 p.m. No Executive Session was held. The City reconvened at 6:03 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 virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

### **MAYORAL PROCLAMATION**

October 2020      *Breast Cancer Awareness Month*



Council Member Wilkerson read the proclamation and presented it virtually to Dr. Maryam Parviz. The proclamation invites all citizens to support the cause and become involved in breast cancer awareness to prevent breast cancer deaths and increase education and regular screening.

There were no **Board and Commission Appointments**.

## **CITY ADMINISTRATION REPORT**

### **Snow Removal Plan**

Street Director Clint Harris provided an overview of the Snow Removal Plan.

There were no **Council Committee Reports**.

**Open Forum** was not held.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCE**

**Special Budget Ordinance C35953 (Council Sponsor: Council Member Mumm) (Relates to RES 2020-0075)**

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35953** (as substituted during the 3:30 p.m. Administrative Session) 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:

Property Acquisition Fund

FROM: Loan Proceeds, \$1,500,000;

TO: Capital Expenditures, same amount.

(This action allows the Property Acquisition Fund to interfund loan the General Fund to finance the relocation of the Engineering Construction Management Office.)

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

### **Resolution 2020-0075 (Council Sponsor: Council Member Mumm) (Relates to Special Budget Ordinance C35953)**

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0075** (as substituted during the 3:30 p.m. Administrative Session), of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,500,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for the construction, relocation and equipping of the Engineering Construction Management Department; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

### **Resolution 2020-0076 (Council Sponsor: Council Member Mumm)**

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0076** of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$3,880,172 to secure an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance a portion of the capital needs for public safety equipment, vehicles and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

### **Resolution 2020-0077 (Council Sponsors: Council Member Kinnear and Stratton)**

Subsequent to an overview by Council Member Kinnear, public testimony from one individual, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0077** (as amended during the 3:30 p.m. Administrative Session) concerning the two-year pilot project instituting a year-round 20 mph speed limit around parks and park properties, amending Resolution 2020-0021 and the list of properties subject to the pilot project in the attached addendum.

### **Resolution 2020-0078 (Council Sponsor: Council President Beggs)**

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0078** regarding approval of the Amendment to the Little Spokane Water resource Inventory Area (WRIA) 55 Watershed Plan.

**For Council action on Resolution 2020-0079, see section of minutes under 3:30 p.m. Administrative Session.**

## **FINAL READING ORDINANCES**

**For Council action on Final Reading Ordinance C35879, see section of minutes under "Hearings."**

## FIRST READING ORDINANCES

The following resolutions were read for the First Time, with Further Action Deferred:

- ORD C35955** Relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563, and 13.02.0568; and adding a new SMC section 13.02.0561, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35956** Relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; repealing 13.02.0530; and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C35954** Relating to solid waste collection and recycling schedules, amending SMC section 13.02.0500; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)

There were no **Special Considerations**.

## HEARINGS

### Hearing on Final Reading Ordinance C35879 (Council Sponsor: Council Member Stratton)

The Spokane City Council held a hearing on Final Reading Ordinance C35879. Following an overview of Ordinance C35879 by Council President Beggs, the following action was taken:

**Motion** by Council Member Burke, seconded by Council Member Cathcart, **to substitute** Ordinance C35879 (with version circulated to City Council this evening by Policy Advisor Brian McClatchey); **carried unanimously**.

Public testimony was received on Ordinance C35879 and Council commentary was held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35879** of the City Council of the City of Spokane, Spokane County, Washington, amending Ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto.

**Hearing before City Council for Possible Revenue Sources for the 2021 Budget (FIN 2020-0001)**

Subsequent to a presentation by Management and Budget Director Paul Ingiosi; an opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Cathcart, **to continue** the hearing for one week (to November 2, 2020); **carried unanimously.**

**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 7:26 p.m.

Minutes prepared and submitted for publication in the November 4, 2020, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

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

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Breean Beggs  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, October 29, 2020**

A regularly scheduled Study Session of the Spokane City Council was held virtually via Webex on the above date at 11:04 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 Stratton were present. Council Members Kinnear and Wilkerson 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 Eleventh Updated Proclamation 20-28.11, on October 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 November 9, 2020.

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

- Legislative Agenda Update
- Comprehensive Plan Amendments
- PIES Budget Presentation

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 12:25 p.m.

Minutes prepared and submitted for publication in the November 11, 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

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, November 5, 2020**

A regularly scheduled Study Session of the Spokane City Council was held virtually via Webex on the above date at 11:03 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, Stratton, and Wilkerson were present. Council Member Kinnear arrived at 11:10 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 Eleventh Updated Proclamation 20-28.11, on October 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 November 9, 2020.

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

- Urbanova Presentation
- Retail Water Service Expansion Refresher

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 12:29 p.m.

Minutes prepared and submitted for publication in the November 11, 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

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

11/09/2020

**Date Rec'd**

10/29/2020

**Clerk's File #**

ORD C35968

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

HOUSING &amp; HUMAN SERVICES

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

TIM SIGLER 625-6055

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

TSIGLER@SPOKANECITY.ORG

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

Special Budget Ordinance

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

1680 - SBO FOR KAISER PERMANENTE NATIONAL BENEFIT FUND GRANT

**Agenda Wording**

CHHS is requesting approval of the attached SBO related to the Kaiser Permanente National Benefit Fund to prevent and respond to the spread of COVID-19 amongst homeless populations in Spokane County.

**Summary (Background)**

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15th, 2020-October 15th, 2021.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Revenue \$ 150,000.00

# 1700-95595-99999-36720-99999

Expense \$ 142,500.00

# 1700-95595-65410-54201-99999

Expense \$ 2,965.00

# 1700-95595-65430-51991-99999

Expense \$ 1,088.00

# 1700-95595-65430-52991-9999

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

SIGLER, TIMOTHY

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

CORTRIGHT, CARLY

**Council Sponsor**

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mrdavis@spokanecity.org

**Additional Approvals**

tdanzig@spokanecity.org

**Purchasing**

tsigler@spokanecity.org

**BUDGET**

INGIOSI, PAUL

chhsgrants@spokanecity.org

**GRANTS &**

STOPHER, SALLY

chhsaccounting@spokanecity.org

# Kaiser Permanent COVID-19 Grant Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Neighborhoods, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Kaiser Permanente National Benefit Fund at the East Bay Community Foundation award for COVID-19 Prevention and Response among homeless populations
<b>Date:</b>	October 27, 2020
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant start date is October 15, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$150,000 award from Kaiser Permanente awarded to prevent and respond to the spread of COVID-19 amongst homeless population and to subgrant these funds to homeless service providers to support their COVID-19 prevention and response efforts.

### Background/History:

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15<sup>th</sup>, 2020-October 15<sup>th</sup>, 2021.

### Executive Summary:

- The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness, while strengthening coordination among Continuums of Care, local Public Health, and homeless health care providers.
- These funds will be used to support the City's Healthy Sheltering portfolio of. This program provides socially distanced sheltering options for individuals and families experiencing homelessness in order to defray the loss of shelter bed inventory experienced by the Spokane Homelessness Crisis Response System with the advent of the outbreak and the 6 foot on all sides bid arrangement requirement. These funds will help bring staffing capacity of the program up to appropriate levels.
- The full award has been received by the City, and upon Council approval, will be processed.
- CHHS will submit one, end of term report due 11/15/2021. CHHS will report on accomplishments, challenges, and any significant changes to administration and budget, within the grant period.



**Budget Impact:**

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: Kaiser Permanente Foundation

Other budget impacts: None

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: None

Known challenges/barriers: None



# 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:** 10/28/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue Item

**Funding Source:** Kaiser Permanente National Benefit Fund Grant

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

**Why is this expenditure necessary now?**

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

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

**What alternative resources have been considered?**

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

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

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**CITY ADMINISTRATOR SIGNATURE:**

---

ORDINANCE NO. C35968

An ordinance amending Ordinance No. C-35857, 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.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1700-95595-99999-36720	Misc. Community Development Grants Fund Private Grants	<u>\$ 150,000</u>
TO:	1700-95595-65410-54201	Misc. Community Development Grants Fund Contractual Services	<u>\$ 142,500</u>
	1700-95595-65430-51991	Misc. Community Development Grants Fund Contra Salaries	<u>\$ 2,965</u>
	1700-95595-65430-52991	Misc. Community Development Grants Fund Contra Benefits	<u>\$ 1,088</u>
	1700-95595-65430-54992	Misc. Community Development Grants Fund Contra Other	<u>\$ 3,447</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to respond and prevent COVID-19 amongst the Spokane County populations experiencing homelessness, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date

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

11/09/2020

<u>Date Rec'd</u>	10/29/2020
<u>Clerk's File #</u>	RES 2020-0081
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	AMBER 625-6383	<u>Project #</u>	
<u>Contact E-Mail</u>	ARICHARDS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	RESOLUTION APPOINTING CUPID ALEXANDER AS NHHS DIVISION DIRECTOR		

Agenda Wording

Resolution appointing Cupid Alexander as Neighborhood, Housing and Human Services Division Director

Summary (Background)

Resolution appointing Cupid Alexander as Neighborhood, Housing and Human Services Division Director

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session\Other</u> Public Safety Nov 2nd
<u>Division Director</u>		<u>Council Sponsor</u> CM Stratton
<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>		



# Expenditure Control Form

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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:

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CITY ADMINISTRATOR SIGNATURE:

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**RESOLUTION 2020-0081**

A Resolution approving the appointment of Cupid Alexander as Division Director of Neighborhood, Housing and Human Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Cupid Alexander as Director of Neighborhood, Housing and Human Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Cupid Alexander as Director of Neighborhood, Housing and Human Services the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2020.

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/29/2020
<b>Clerk's File #</b>	RES 2020-0082
<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>	BREEAN BEGGS 625-6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - AMENDING STREET PROJECTS IN 2021-2026 CAPITAL IMPROVEMENT

**Agenda Wording**

A resolution amending the street projects listed in the 2021-2026 capital improvement program.

**Summary (Background)**

This resolution lists specific street projects that are added and incorporated into the street project list in the 2021-2026 capital improvements program.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Neutral	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session\Other</u></b>	PIES, 10/26/20
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	CP Beggs
<b><u>Finance</u></b>	WALLACE, TONYA	<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>			





# Expenditure Control Form

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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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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## RESOLUTION NO. 2020-0082

A resolution incorporating amendments to the street projects listed in the 2021-2026 Citywide Capital Improvement Program for the City of Spokane.

**WHEREAS**, the City of Spokane adopts a rolling six-year City-wide capital improvement program each year, updating the projects list and the proposed financing for each project; and

**WHEREAS**, the Plan Commission held workshops and a hearing, and approved findings of fact and recommended approval of the six-year capital improvements program for 2021-2026; and

**WHEREAS**, as the final approving authority, Council has the ability to add or subtract projects, or to accept all recommendations of the Plan Commission; and

**WHEREAS**, City Council members receive feedback from residents and neighborhood councils frequently, concerning the needs of their neighborhoods, and from time to time will add projects so that they can be considered within a prioritization framework for funding and eventual construction as part of the City's overall planning process.

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council incorporates the following street projects into, and to form a part of, the 2021-2026 Citywide Capital Improvement Program in Chapter 2 (Department Reports), Section 9 (Streets Department):

### Street Capital

- Empire Avenue, Pittsburg to Market
- Perry Street, Illinois to Wellesley
- 37<sup>th</sup> Avenue, Perry to Mount Vernon
- 44<sup>th</sup> Avenue, Napa to Regal
- Garland, NW Blvd to Stevens (2023)
- Strong Road, Five Mile to Austin (2026)
- I-195 "J-turn" at Meadowlane Rd.

### Neighborhood

- Restoration of program for the paving of unpaved residential streets

### Pedestrian and Bikeways

- Protected bike lane, Illinois Street Corridor (Hamilton to Market)
- Protected bike lane, Riverside Avenue, Monroe to Division
- Protected bike lane, Boone Avenue, Howard to Ruby (2022)

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

---

City Clerk

Approved as to form:

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Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/29/2020
<b>Clerk's File #</b>	RES 2020-0083
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C35969
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	PAUL INGIOSI 625-6061
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0410 - PROPERTY TAX - DECLARATION OF SUBSTANTIAL NEED

**Agenda Wording**

A resolution of the City Council of the City of Spokane, WA, declaring and finding a substantial need for purposes of setting the limit factor for the property tax for 2021.

**Summary (Background)**

This is a companion resolution to the 2021 property tax ordinance. The Implicit Price Deflator (IPD) was less than 1% which limits the City's property tax increase for the 2021 levy unless the City Council makes a finding of substantial need and passes a resolution declaring such determination. This resolution satisfies that requirement and allows for an increase of 1% over the prior year (2020) levy.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session\Other</u></b> Finance Committee -
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b> Council President Beggs
<b><u>Finance</u></b>	HUGHES, MICHELLE	<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>		



# Expenditure Control Form

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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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

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Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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## **RESOLUTION 2020-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPOKANE, WA, DECLARING AND FINDING A SUBSTANTIAL NEED FOR PURPOSES OF THE SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2021.

WHEREAS, RCW 84.55.010 provides that a taxing district such as the City of Spokane (“District”) may levy taxes in an amount no more than the limit factor as provided therein multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, solar biomass, and geothermal facilities that generate electricity; and any increase in the value of state-assessed property; and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation; and

WHEREAS, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, “inflation” for 2020 is 0.601 percent (0.601%) and the limit factor is 100.601 percent, meaning the taxes levied in the City of Spokane taxing district in 2020 for collection in 2021 would only increase by the 0.601% except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, solar biomass, and geothermal facilities that generate electricity, and any increase in the value of state-assessed property; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by two-thirds of the members when the board consists of four members or less, or a majority plus one approval of the board when the board consists of more than four members; and

WHEREAS, considering the increasing expenditures for the maintenance of essential governmental services, including emergency services or other matters subject to any lawful municipal property tax levy, as well as pre-existing commitments for the use of property tax increases for public safety capital needs.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane:

Section 1. A finding is made of substantial need under the provisions of RCW 84.55.0101, which need authorizes and requires the use of a limit factor of 101 PERCENT for the regular property tax levy for 2021.

Section 2. A finding is made of substantial need under the provisions of RCW 84.55.0101, which need authorizes and requires the use of a limit factor of 101 PERCENT for the public safety levy lid lift (regular levy) property tax levy for 2021.

Section 3. A finding is made of substantial need under the provisions of RCW 84.55.0101, which need authorizes and requires the use of a limit factor of 101 PERCENT for the EMS property tax levy for 2021.

PASSED the City Council by a vote of at least a majority plus one (five affirmative votes) this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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City Clerk

Approved as to form:

---

Assistant City Attorney

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

11/09/2020

**Date Rec'd**

10/29/2020

**Clerk's File #**

RES 2020-0084

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

PUBLIC WORKS

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

SCOTT 625-6584

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

SMSIMMONS@SPOKANECITY.ORG

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

Resolutions

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

4320 - RESOLUTION PUBLIC RULE RPWRF INDUSTRIAL PRETREATMENT

**Agenda Wording**

A resolution regarding the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility (RPWRF) & Industrial Pretreatment Program & Lab Analysis Fees.

**Summary (Background)**

The Wastewater Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act and in compliance with NPDES Permit. This resolution will ensure that all the fees and costs are located in one document available to staff and the public, to be reviewed and updated annually. The RPWRF & Industrial Pretreatment Program & Lab Analysis Fee Public Rule is available to members of the public as attached Appendix A.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

FEIST, MARLENE

**Study Session\Other**

PIES 10/26/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

eschoedel@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rhulvey@spokanecity.org

**Additional Approvals**

rgennett@spokanecity.org

**Purchasing**

aalbinmoore@spokanecity.org

cmorse@spokanecity.org

eraea@spokanecity.org



Expenditure Control Form Not Needed

## **RESOLUTION 2020-0084**

A resolution regarding the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City of Spokane Pretreatment rules and regulations are contained in Chapter 13.03A of the Spokane Municipal Code (SMC); and

WHEREAS, the Industrial Pretreatment Program charges fees and costs for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works; and

WHEREAS, these fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, the City is desirous of having all the fees and costs located in one document available to staff and the public, to be reviewed and updated annually; and

WHEREAS, the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule is attached and available to members of the public and attached hereto as Attachment “A”.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES as contained in Attachment “A”.

ADOPTED by City Council this \_\_\_\_ day of November 2020.

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

Approved as to form:

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

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____  LGL 2020-_____
TITLE: <b>RPWRF &amp; INDUSTRIAL PRETREATMENT PROGRAM &amp; LAB ANALYSIS FEES.</b>	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

## 3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A  
Spokane Municipal Code (SMC) Chapter 13.03  
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977  
– 33 USC section 1251 et seq.  
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403  
Chapter 90.48 RCW  
Chapter 173-216 WAC  
EPA Region 10 Model Ordinance for Pretreatment Programs  
Enforcement Response Plan located at RPWRF  
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

#### 4.0 DEFINITIONS

See SMC 13.03A.  
See SMC 13.03.

#### 5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

#### 6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

##### 6.3 Fees and Charges:

- 6.3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.
- 6.3.2 Administrative appeal: Two hundred fifty dollars (\$250).
- 6.3.3 Publication of significant non-compliance notice: Costs as billed
- 6.3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.
- 6.3.5 Processing fee for NSF checks: As set by City Treasurer.
- 6.3.6 Administrative penalty: Five hundred dollars (\$500).

- 6.3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

## 7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant Industrial Users will be invoiced on their monthly utility bill. For Minor Industrial Users, the Industrial Pretreatment Program will provide the calculated dollar amount from the fee schedule to the Accounting Department. The Accounting Department will then invoice the Industrial User the total calculated amount. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

## 8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees  
8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## APPENDIX A

### RPWRF - PRETREATMENT FEES

<b>Pretreatment Fee</b>	<b>Dollar Amount</b>
SIU Permit Issuance	8007 / 5 years
SIU Permit Renewal	5365 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	3,876
Other Inspection	Chemist - time basis
SIU Sampling	815
Other Sampling	Lab Tech - time basis
IDA Issuance	484
IDA Renewal	264
IDA Inspection	264
NSCIU Inspection	264
Violation Publication Fee	256
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

## APPENDIX B

### RPWRF - LAB ANALYSIS FEES

<b>Laboratory Analysis Fee</b>	<b>Dollar Amount</b>
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	12
Standard Methods 2540D - Total Suspended Solids (TSS)	20
Standard Methods 4500 - pH	34
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	49
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12



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

11/09/2020

**Date Rec'd**

10/29/2020

**Clerk's File #**

RES 2020-0085

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

PUBLIC WORKS

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

SCOTT 625-6584

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

SMSIMMONS@SPOKANECITY.ORG

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

Resolutions

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

4100 - RESOLUTION PUBLIC RULE WATER FEE AND COST SCHEDULE

**Agenda Wording**

A resolution regarding the public rule and procedure for the City of Spokane Water and Hydroelectric Department - Fee & Cost Schedule

**Summary (Background)**

The Water and Hydroelectric Department charges fees and costs for various services related to the regulation and use of water from the City of Spokane's water supply system. This resolution will ensure that all the fees and costs are located in one document available to staff and the public, to be reviewed and updated annually. The Fee & Cost Schedule Public Rule is available to members of the public as attached Appendix A to the Water and Hydroelectric Department - Fee & Cost Schedule.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

FEIST, MARLENE

**Study Session\Other**

PIES 10/26/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

eschoedel@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rhulvey@spokanecity.org

**Additional Approvals**

aalbinmoore@spokanecity.org

**Purchasing**

cmorse@spokanecity.org

sburns@spokanecity.org

eraea@spokanecity.org

Expenditure Control Form Not Needed

## **RESOLUTION 2020-0085**

A resolution regarding the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code are contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, Chapter 13.04.030 of the SMC provides the General Provisions for Rates and Regulations; and

WHEREAS, the Water and Hydroelectric Department charges fees and costs for various services related to the regulation and use of water from City of Spokane's water supply system; and

WHEREAS, these fees are intended to cover the costs of administration and equipment of the Water and Hydroelectric Department, including but not limited to, costs associated with permits, meter and tap fees, monitoring, inspection, publication, processing, and violation remediation; and

WHEREAS, the City is desirous of having all the fees and costs located in one document available to staff and the public, to be reviewed and updated annually; and

WHEREAS, the Fee & Cost Schedule Public Rule is attached and available to members of the public as attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – FEE AND COST SCHEDULE, as contained in Attachment "A".

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

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

Approved as to form:

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

CITY OF SPOKANE DEPARTMENT WATER AND HYDROELECTRIC PUBLIC RULE AND PROCEDURE	DEPT 4100-20-_____ LGL 2020-_____
TITLE: WATER & HYDROELECTRIC DEPARTMENT – <b>FEE SCHEDULE</b>	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

The City of Spokane Water and Hydroelectric Department established the following public rule, policy, procedures and fee schedule.

This Public Rule relates to the charges of fees and costs for various services related to the Water and Hydroelectric Department from the City of Spokane.

The administrative fees and costs schedule can be found onsite at Water and Hydroelectric Department located at 914 East North Foothills Drive, Spokane, Washington 99207.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Water and Hydroelectric Department, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

## 3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.04  
Chapter 246-290 WAC - Group A Public Water Systems  
Chapter 246-293 WAC – Water System Coordination Act  
Chapter 70A.120 RCW – Public Water Supply System

#### 4.0 DEFINITIONS

See SMC 13.04.0816 & Chapter 13.04 SMC

#### 5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs for administering the City's Water and Hydroelectric Department programs in compliance with Department of Health regulations.

#### 6.0 PROCEDURES

6.1 The Water & Hydroelectric Department fees and costs for various services related to the Water and Hydroelectric programs and services of the City of Spokane.

6.2 These fees and costs are intended to cover the costs of administration of the Water & Hydroelectric Department, including but not limited to, costs associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation.

##### 6.3 Current Fees and Charges:

- 6.3.1 Meter Fees and Tap Fees are charged as stated in Appendix A, attached.
- 6.3.2 Return inspection fees and Reschedule fees are charged based on actual charges for the number of hours spent and level of work performed.
- 6.3.3. Administrative appeal: Two hundred fifty dollars (\$250).
- 6.3.4. Publication of significant non-compliance notice: Costs as billed, payable in advance.
- 6.3.5 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Director.
- 6.3.6 Processing fee for NSF checks: As set by City Treasurer.
- 6.3.7 Administrative penalty: Five hundred dollars (\$500).
- 6.3.8 Any other review or approval by the Director not otherwise specified above: Hourly basis based on staff time.

#### 7.0 RESPONSIBILITIES

The Water and Hydroelectric Department through the City's Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Unpaid charges, fines, and penalties shall, after thirty calendar days, be

assessed an additional penalty of one percent (1%) of the unpaid balance per month.

## 8.0 APPENDICES

### 8.1 Appendix A – Meter Fees & Tap Fees

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# APPENDIX A

## 2021 METER FEES & TAP FEES

Meter Fees	Fee Dollar Amount
Type: Hydrant Flow Test	1,077.03
Type: After Hours Fee	1,728.12
Type: Meter Test Fee	302.28
2" Fire Meter W/ DCDVA	5,494.31
Type: 2" Fire Meter W/O DCDVA	1,017.30
Type: Utility Offset (based on 8")	2,360.05
Type: 3" Meter - Domestic W / DCVA	7,654.48
Type: 3" Meter - Domestic W/O DCVA	6,857.01
Type: 4" Meter - Domestic W/ DCVA	8,850.99
Type: 4" Meter - Domestic W/O DCVA	7,607.09
Type: 6" Meter - Domestic W/ DCVA	12,302.79
Type: 6" Meter - Domestic W/O DCVA	10,547.99
Type: 3" Meter – Irrigation W/ DCVA	6,185.83
Type: 3" Meter – Irrigation W/O DCVA	4,976.66
Type: 4" Meter - Irrigation W/ DCVA	7,098.40
Type: 4" Meter – Irrigation W/O DCVA	5,854.50
Type: 6" Meter – Irrigation W/ DCVA	10,816.20
Type: 6" Meter - Irrigation W/O DCVA	9,061.40
Type: 4" Meter - Domestic/Fire W/ DCVA	11,479.36
Type: 4" Meter - Domestic/Fire W/O DCVA	9,742.68
Type: 6" Meter - Domestic/Fire W/ DCVA	15,661.50

Type: 6" Meter - Domestic/Fire W/O DCVA	13,222.48
Type: 8" Meter - Domestic/Fire W/ DCVA	20,231.90
Type: 8" Meter - Domestic/Fire W/O DCVA	16,705.69
Type: 10" Meter - Domestic/Fire W/ DCVA	27,505.50
Type: 10" Meter - Domestic/Fire W/O DCVA	22,837.73
Type: 4" Meter – Fire W/ DCVA	4,571.48
Type: 6" Meter – Fire W/ DCVA	5,167.20
Type: 8" Meter – Fire W/ DCVA	6,450.73
Type: 10" Meter – Fire W/ DCVA	7,306.03
Type: 4" Meter – Fire W/O DCVA	1,707.05
Type: 6" Meter – Fire W/O DCVA	1,733.58
Type: 8" Meter – Fire W/O DCVA	1,776.21
Type: 10" Meter – Fire W/O DCVA	1,843.76
Type: 3/4" Meter – Domestic or Irrigation In PVC Box	2023.49
Type: 3/4" Meter – Domestic or Irrigation In Concrete Box	2503.06
Type: 3/4" Meter – Domestic or Irrigation In Building	939.50
Type: 1" Meter – Domestic or Irrigation In PVC Box	2074.99
Type: 1" Meter – Domestic or Irrigation In Concrete Box	2,548.30
Type: 1" Meter – Domestic or Irrigation In Building	1,009.74
Type: 1" Meter – Domestic or Irrigation In Vault	1,394.49
Type: 2" Meter – Irrigation	2,403.74
Type: 2" Meter – Domestic	2,381.75
Type: 1 1/2" Meter - Irrigation	2,316.24
Type: 1 1/2" Meter - Domestic	2,242.80



Type: Upsize to 3/4" Meter In existing Box	402.30
Type: Upsize to 3/4" Meter In Basement	402.30
Type: Upsize to 1" Meter In Existing Box	623.35
Type: Upsize to 1" Meter In Basement	623.35
Type: Valve Replacement	305.71
Type: Frozen 5/8" Meter	376.16
Type: Frozen 3/4" Meter	332.21
Type: Frozen 1" Meter	493.40
Type: Frozen 1 1/2" Meter	945.53
Type: Frozen 2" Meter	945.53

Tap Fees	Fee Dollar Amount
Type: 1" Tap	1,219.21
Type: 2" Tap	1,414.14
Type: 4" Tap	4,183.43
Type: 6" Tap	4,062.13
Type: 8" Tap	5,164.19
Type: 10" Tap	6,721.65
Type: 12" Tap	6,791.04



**Agenda Sheet for City Council Meeting of:**  
11/21/2016

<b>Date Rec'd</b>	11/1/2016
<b>Clerk's File #</b>	ORD C35456
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	4700 - DEVELOPER SERVICES - 5TH & BROWNE STREET VACATION

**Agenda Wording**

Vacation of the alley between 4th Avenue and 5th Avenue from McClellan Street to Browne Street as requested by Sacred Heart Medical Center. (Cliff - Cannon Neighborhood Council)

**Summary (Background)**

At its legislative session held on October 24, 2016, the City Council set a hearing on the above vacation for November 21, 2016. Staff has solicited responses from all concerned parties.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	PCED 9/19/16
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	Engineering Admin	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	ebrown@spokanecity.org	
<b><u>Additional Approvals</u></b>		sbishop@spokanecity.org	
<b><u>Purchasing</u></b>		htrautman@spokanecity.org	

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: December 14, 2016

TO: Principal Engineer  
Engineering Services

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between 4th Avenue and 5th Avenue, from the east line of McClellan Street to the west line of Browne Street.

RECEIVED  
OCT 21 2020  
CITY CLERK'S OFFICE

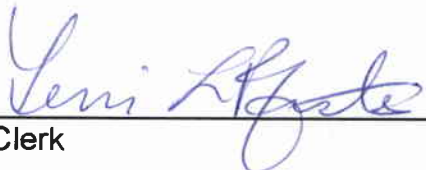
Clerk's File No.  
ORD C35456

---

Attached is a copy of Ordinance C35456 for the vacation of:

Vacation of the alley between 4th Avenue and 5th Avenue, from the east line of McClellan Street to the west line of Browne Street.

This ordinance was read for the first time on November 28, 2016, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

12/14/16  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35456 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 10/21/20  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

December 5, 2016

City Clerk File No.:  
ORD C35456

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE ALLEY BETWEEN 4<sup>TH</sup> AND 5<sup>TH</sup> AVENUES FROM MCCLELLAN TO BROWNE STREETS AS REQUESTED BY SACRED HEART MEDICAL CENTER (deferred from November 21, 2016, Agenda) and RELATED FIRST READING ORDINANCE C35456

During its 6:00 p.m. Legislative Session held Monday, November 28, 2016, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council approved, subject to conditions (in the Street Vacation Report dated October 4, 2016), the vacation of the alley between 4th Avenue and 5th Avenue from McClellan Street to Browne Street as requested by Sacred Heart Medical Center.

In conjunction with the hearing, Ordinance C35456—vacating the alley between 4th Avenue and 5th Avenue from the east line of McClellan Street to the west line of Browne Street—was read the first time, with further action deferred.

Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
11/21/2016

<b>Date Rec'd</b>	11/1/2016
<b>Clerk's File #</b>	ORD C35456
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700 - DEVELOPER SERVICES - 5TH & BROWNE STREET VACATION

**Submitting Dept**

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ELDON BROWN 625-6305

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Hearings

**Agenda Item Name**

4700 - DEVELOPER SERVICES - 5TH & BROWNE STREET VACATION

**Agenda Wording**

Vacation of the alley between 4th Avenue and 5th Avenue from McClellan Street to Browne Street as requested by Sacred Heart Medical Center. (Cliff - Cannon Neighborhood Council)

**Summary (Background)**

At its legislative session held on October 24, 2016, the City Council set a hearing on the above vacation for November 21, 2016. Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Neutral \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals**

**Dept Head**

BECKER, KRIS

**Division Director**

MALLAHAN, JONATHAN

**Finance**

KECK, KATHLEEN

**Legal**

RICHMAN, JAMES

**For the Mayor**

SANDERS, THERESA

**Council Notifications**

**Study Session**

**Other**

PCED 9/19/16

**Distribution List**

Engineering Admin

ebrown@spokanecity.org

sbishop@spokanecity.org

htrautman@spokanecity.org

**Additional Approvals**

**Purchasing**

FIRST READING OF THE ABOVE ORDINANCE  
WAS HELD ON

11/28/2016  
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

H1

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

## ORDINANCE NO. C35456

An ordinance vacating the alley between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, from the east line of McClellan Street to the west line of Browne Street

WHEREAS, a petition for the vacation of the alley between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, from the east line of McClellan Street to the west line of Browne 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 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, from the east line of McClellan Street to the west line of Browne Street, in the NE ¼ of Section 19, Township 25N, Range 43 E.W.M. 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 and the City of Spokane 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: \_\_\_\_\_




# P1605172VACA



## Right of Way Description:

**Vacation of the alley between 4th Avenue and 5th Avenue - From Browne Street to McClellan Street**

## Legend

 Vacation Area

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**  
**PLANNING & DEVELOPMENT**

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

**STREET VACATION REPORT**  
**October 4, 2016**

**LOCATION:** The alley between 4<sup>th</sup> & 5<sup>th</sup>, from McClellan to Browne.

**PROPONENT:** Sacred Heart

**PURPOSE:** To accommodate the construction of a new behavioral health facility that is proposed across the alley and both adjacent parcels.

**HEARING:** November 21, 2016

**REPORTS:**

**AVISTA UTILITIES** – Avista currently has both gas and UG elec lines in the alley. Please reserve an easement for Avista Utilities.

**COMCAST** – Comcast has reviewed the vacation request and we have no problem with the vacation.

**CENTURYLINK** – No Comments

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – Storm inlet and piping on east end of alley needs to be disconnected. Property owner will be responsible for maintaining their own stormwater.

**FIRE DEPARTMENT** – No Comments

**INTEGRATED CAPITAL PROGRAMS** – When this alley is developed to something different, the sidewalk should be patched through with either a driveway entrance or a curbed walk.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in the area.

**XO COMMUNICATIONS** – XO Communications has no problem with the request.

**Integra - ELECTRIC LIGHT WAVE** – ELI is clear of your proposal area.

**NEIGHBORHOOD SERVICES** - No Comments

**PARKS DEPARTMENT** - No Comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – There are no city utilities in the proposed vacation area. No objections (20' alley)

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

**PLANNING & DEVELOPMENT – PLANNING** – No Concerns

**POLICE DEPARTMENT** - No Comments

**SOLID WASTE MANAGEMENT** - No Comments

**STREET DEPARTMENT** – The Street Department has concerns about access points and metered parking.

**WASTEWATER MANAGEMENT** – There are a number of issues with stormwater in this alley. We cannot approve this vacation until all of these issues have been resolved.

**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 Avista Utilities and the City of Spokane shall be retained to protect existing and future utilities.
2. Plans for the alley closure must be submitted approved and the improvements completed (or bonded for).
3. This area is known to have existing stormwater runoff issues. The applicant must work with the City of Spokane Wastewater Management Department to size and construct the appropriate stormwater facilities necessary to serve the site and the surrounding area that currently contributes stormwater runoff to the site. These facilities will likely include the installation of a stormwater storage tank that will capture excess stormwater that can be metered to the City of Spokane storm system. These improvements must be designed and constructed to the satisfaction of the City of Spokane Wastewater Management Department.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is

calculated to be \$78,000.37 and is to be deposited to Budget Account #3200 49199 99999 39510.

5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31,2018

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style.

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

**DISTRIBUTION LIST**  
**VACATION OF 5TH AND BROWN VACATION**

**POLICE DEPARTMENT**

ATTN: SGT CHUCK REISENAUER

**FIRE DEPARTMENT**

ATTN: MEGAN PHILLIPS  
MIKE MILLER

**CURRENT PLANNING**

ATTN: TAMI PALMQUIST  
DAVE COMPTON

**WATER DEPARTMENT**

ATTN: DAN KEGLEY  
JAMES SAKAMOTO  
ROGER BURCHELL  
CHRIS PETERSCHMIDT  
HARRY MCLEAN

**STREETS**

ATTN: MARK SERBOUSEK  
MARTHA STEVENSON

**TRANSPORTATION OPERATIONS**

ATTN: BOB TURNER

**PLANNING & DEVELOPMENT**

ATTN: ERIK JOHNSON  
ELDON BROWN  
JOHN SAYWERS

**CONSTRUCTION MANAGEMENT**

ATTN: KEN BROWN

**INTEGRATED CAPITAL MANAGEMENT**

ATTN: KATHERINE MILLER

**WASTEWATER MANAGEMENT**

ATTN: BILL PEACOCK

**PARKS & RECREATION DEPARTMENT**

ATTN: LEROY EADIE

**NEIGHBORHOOD SERVICES**

ATTN: JACKIE CARO  
JONATHAN MALLAHAN  
ROD MINARIK  
HEATHER TRAUTMAN

**BICYCLE ADVISORY BOARD**

ATTN: LOUIS MEULER

**SOLID WASTE MANAGEMENT**

ATTN: SCOTT WINDSOR

**CITY CLERK'S OFFICE**

ATTN: JACQUELINE FAUGHT

**PUBLIC WORKS**

ATTN: SCOTT SIMMONS  
MARCIA DAVIS

**AVISTA UTILITIES**

ATTN: DAVE CHAMBERS  
RANDY MYHRE

**COMCAST DESIGN & CONSTRUCTION**

ATTN: BRYAN RICHARDSON

**CENTURY LINK**

ATTN: KAREN STODDARD

TDR, INC.  
10 E 3RD AVE  
SPOKANE, WA 99202-1408

AA INVESTORS, LLC  
3933 LAKE WASHINGTON BLVD #100  
KIRKLAND, WA 98033

**DISTRIBUTION LIST**  
**VACATION OF 5TH AND BROWN VACATION**

U-HAUL REAL EST  
PO BOX 29046  
PHOENIX,AZ85038-9046

MILLER, KEVIN  
7415 32ND AVE NW  
SEATTLE,WA98117

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE,WA99208-5507

RAT ROD ARCHITECTURE, LLC  
22 W MAIN AVE #5  
SPOKANE,WA99201-0106

MMZ PROPERTIES, LLC  
525 S BERNARD ST  
SPOKANE,WA99204-2511

MORIN IRREVOCABLE TRUST  
4616 W SAHARA AVE STE 360  
LAS VEGAS,NV89102

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE,WA99208-5507

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE,WA99208-5507

BFS RETAIL & COMMERCIAL  
OPERATIONS, LLC  
333 E LAKE ST  
BLOOMINGDALE,IL60108

SOUTHCLIFF PLAZA CONDOS  
HMOWNRS ASSOC  
214 W 6TH AVE #101  
SPOKANE,WA99204

DICKS HAMBURGERS INC  
10 E 3RD AVE  
SPOKANE,WA99202-1408

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE,WA99208-5507

BFS RETAIL & COMMERCIAL  
OPERATIONS, LLC  
333 E LAKE ST  
BLOOMINGDALE,IL60108

SOLITY PROPERTIES, LLC  
609 N ARGONNE RD  
SPOKANE,WA99212-2885

MORIN FAMILY TRUST  
3433 S HIGH DR  
SPOKANE,WA99203

PROVIDENCE HEALTH & SERVICES  
WASHINGTON  
1801 LIND AVE SW STE 9016  
RENTON,WA98057-9016

**DISTRIBUTION LIST**  
**VACATION OF 5TH AND BROWN VACATION**

FRESH RESTAURANT CONCEPTS, LLC 608 N ARGONNE RD SPOKANE,WA99212	PROVIDENCE HEALTH & SERVICES WASHINGTON 1801 LIND AVE SW STE 9016 RENTON,WA98057-9016
GVD COMMERCIAL PROPERTIES INC 909 W 1ST AVE STE B SPOKANE,WA99201-4001	BFS RETAIL & COMMERCIAL OPERATIONS, LLC 333 E LAKE ST BLOOMINGDALE,IL60108
DOUGLASS, HARLAN D 815 E ROSEWOOD AVE SPOKANE,WA99208-5507	GESELLSCHAFT, D 25 W 3RD AVE SPOKANE,WA99201-3607
VOLUNTEERS OF AMERICA OF SPOK 525 W 2ND AVE SPOKANE,WA99201-4301	CENTRAL LUTH 512 S BERNARD ST SPOKANE,WA99204
DIVINE CORP 203 W 3RD AVE SPOKANE,WA99201-3611	
INLAND EMPIRE OPTICAL, LLC 427 S BERNARD SPOKANE,WA99224	
PROVIDENCE HEALTH & SERVICES 1801 LIND AVE SW STE 9016 RENTON,WA98057-9016	
STAGE LEFT PROPERTIES, LLC 9408 E HOLMAN RD SPOKANE,WA99206	

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: January 28, 2020

TO: Erik Johnson  
Engineering Services

Clerk's File No.  
ORD C35885

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between 14<sup>th</sup> and Woodland

---

Attached is a copy of Ordinance C35885 for the vacation of:

**the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition.**

This ordinance was read for the first time on January 27, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

1/28/2020  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35885 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 10/28/20  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

January 27, 2020

City Clerk File No.:  
ORD C35885  
CR: RES 2019-0118


COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE ALLEY BETWEEN 14<sup>TH</sup> AVENUE AND VACATED WOODLAND BOULEVARD, FROM THE WEST LINE OF LINDEKE STREET TO THE WEST LINE OF LINDEKE STREET TO THE WEST LINE LOT 2, BLOCK 1 OF THE PLAT OF WOODLAND ADDITION and RELATED FIRST READING ORDINANCE C35885

During its 6:00 p.m. Legislative Session held Monday, January 27, 2020, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services and the opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote (with Council Member Mumm voting “aye” via telephone), the City Council approved, subject to conditions** (in the Street Vacation Report dated December 3, 2019), the vacation of the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, as requested by Richard Tannehill.

In conjunction with the hearing, Ordinance C35885—vacating the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line of Lot 2, Block 1 of the plat of Woodland Addition—was read for the first time, with further action deferred.

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



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

01/27/2020

**Date Rec'd**

1/16/2020

**Clerk's File #**

ORD C35885

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

DEVELOPER SERVICES CENTER

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

ELDON BROWN 6305

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

EBROWN@SPOKANECITY.ORG

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

First Reading Ordinance

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

4700- VACATION OF ALLEY BETWEEN 14TH AVE

**Agenda Wording**

Vacation of the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line of Lot 2, Block 1 of the plat of Woodland Addition as requested by Richard Tannehill.

**Summary (Background)**

At its legislative session held on December 16, 2019 the City Council set a hearing on the above vacation for January 27, 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**

DUVALL, MEGAN

**Study Session**

PIES 11/25/19

**Division Director**

CORTRIGHT, CARLY

**Other****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

jwest@spokanecity.org

ccortright@spokanecity.org

dnorman@spokanecity.org

korlob@spokanecity.org

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

1/27/2020  
AND FURTHER ACTION WAS DEFERRED

*[Signature]*  
CITY CLERK

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

## ORDINANCE NO. C35885

An ordinance vacating the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition

WHEREAS, a petition for the vacation of the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition 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 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition is hereby vacated. Parcel number not assigned.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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



# P1905553VACA

W 13th Ave

S US 195 HWY

W 14th Ave

S Milton St

S Lindeke St

W 15th Ave

S Cochran St

0 50 100 150 Feet



**Right-of-way Description:**  
The alley between Lindeke St. and  
the railroad and north of 14th Ave

## Legend

 vacation

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**  
December 3, 2019

**LOCATION:** The alley between Lindeke St. and the railroad and north of 14<sup>th</sup> Ave

**PROPONENT:** Richard Tannehill

**PURPOSE:** Aggregate properties and create new lots.

**HEARING:** January 27, 2020

**REPORTS:**

**AVISTA UTILITIES** – Avista has no concerns or requests.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**CENTURYLINK** – CenturyLink doesn't have any objections to the alley vacation.

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

**ZAYO COMMUNICATIONS** – Zayo has no comment and or concern with the attached map.

**XO COMM/VERIZON** – XO/Verizon is clear.

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

**FIRE DEPARTMENT** – Fire has no concerns

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

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



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

**PLANNING & DEVELOPMENT – PLANNING** – No concern

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – We have reviewed the proposal for vacation of the Alley between Lindeke St. and the railroad and north of 14<sup>th</sup> Ave.

**WASTEWATER MANAGEMENT** – Wastewater Management has no sewer or storm assets in the proposed vacation area, therefore we have no objections to the vacation provided onsite runoff be maintained and treated onsite.

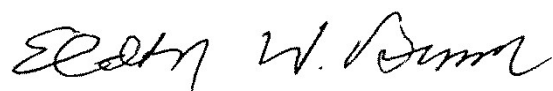
**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$3,311.62 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2021.

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



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: October 28, 2020

TO: Erik Johnson  
Engineering Services

Clerk's File No.  
ORD C35947

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between Bismark Avenue and Central Avenue

---

Attached is a copy of Ordinance C35947 for the vacation of:

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

This ordinance was read for the first time on September 28, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

10/28/2020  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35947 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 10/28/20  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

September 28, 2020

City Clerk File No.:  
ORD 35947  
CR: RES 2020-0063

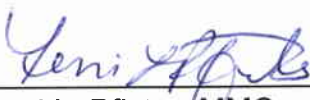
COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE ALLEY BETWEEN BISMARK AVENUE AND  
CENTRAL AVENUE

During its 6:00 p.m. Legislative Session held virtually Monday, September 28, 2020, the City Council held hearing on the above-described matter. Eldon Brown, Principal Engineer of Planning and Development Services, provided an overview of the matter. Subsequent to the opportunity for public testimony, with no individuals signed up to speak, and an opportunity for Council commentary, with none provided, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated September 8, 2020), 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.

In conjunction with the hearing, 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—was read for the first time, with further action deferred.

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





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

<b>Date Rec'd</b>	9/16/2020
<b>Clerk's File #</b>	ORD C35947
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2020-0063
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	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 Kostelecky

**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.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<b>Approvals</b>	<b>Council Notifications</b>	
<b>Dept Head</b>	WEST, JACQUE	<b>Study Session\Other</b> UE 08/17/2020
<b>Division Director</b>	WEST, JACQUE	<b>Council Sponsor</b> CP Beggs
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>
<b>Legal</b>	RICHMAN, JAMES	kbecker@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org
<b>Additional Approvals</b>		mvanderkamp@spokanecity.org
<b>Purchasing</b>		ebrown@spokanecity.org
FIRST READING OF THE ABOVE		
ORDINANCE HELD ON		

9/28/2020  
AND FURTHER ACTION WAS DEFERRED

CITY CLERK



# 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?**

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward



**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

---

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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

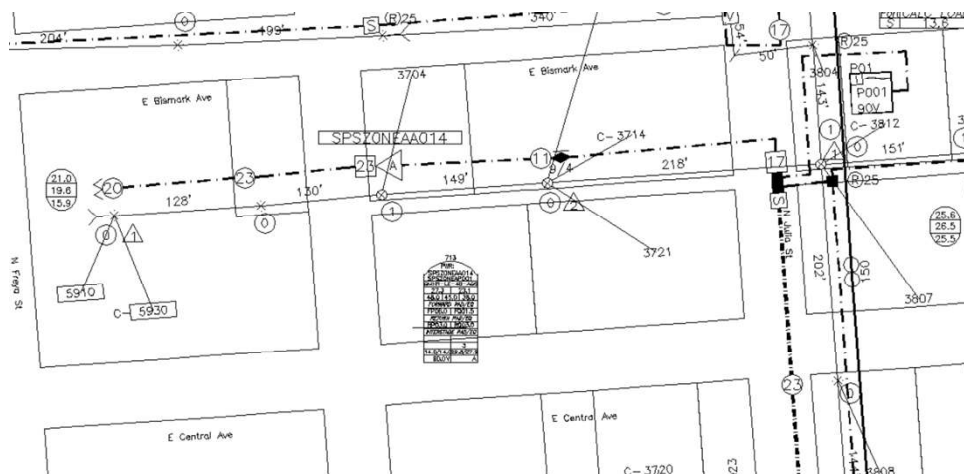
**HEARING:** September 28, 2020

**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, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.



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

11/02/2020

Date Rec'd

10/15/2020

Clerk's File #

ORD C35961

Renews #Submitting Dept

PUBLIC WORKS

Cross Ref #Contact Name/Phone

SCOTT SIMMONS 625-6584

Project #Contact E-Mail

SMSIMMONS@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

4320- RPWRF PRETREATMENT ORDINANCE AMENDMENTS

Agenda Wording

Amending ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC13.03A. Addition of sections 13.03A.0200, 13.03A.0412 and 13.003A.1106. Repeals for 13.03A.1105, 13.03A.1501, 13.03A.1502, 13.03A.1401

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Proposed changes to SMC 13.03A are updates consistent with state and federal law updates. These updates are outlined in the ordinance and briefing paper.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

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Study Session\Other

7/23/20 &amp; 8/20/20

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## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Ordinance Amendments - Industrial Pretreatment Program
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a> Angela Tagnani, Pretreatment Supervisor, 625-4620 <a href="mailto:atagnani@spokanecity.org">atagnani@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>  <p>The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Proposed changes to SMC 13.03A are updates consistent with state and federal law updates; include incorporation of new EPA pharmaceutical waste regulations; updates to EPA Region 10's Model Pretreatment Ordinance; also included are procedural updates for wastewater haulers; state-required engineering report documents; and language changes from Superintendent to Plant Manager consistent with RPWRF's current organizational structure.</p> <p>Section SMC 13.03A.0200 has been added to incorporate the requirement for commercial and industrial users to submit information related to wastewater upon request.</p> <p>Language regarding EPA-approved electronic signatures has also been added as Section SMC 13.03A.0412.</p> <p>Section 13.03A.1106 has been added so that users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the City.</p> <p>Sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502 are being repealed, as no longer applicable.</p> <p>Listed Pretreatment fees have been removed from SMC 13.03A.1401 and will be adopted separately as a Public Rule.</p> <p>Typographical errors were corrected where needed.</p>	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>• <u>Impact</u> – These changes will keep the City of Spokane Industrial Pretreatment Program in compliance with the most recent Federal and State Regulations, and maintain congruency with current practices.</li> <li>• <u>Action</u> – Ordinance to modify SMC 13.03A</li> <li>• <u>Funding</u> – N/A</li> </ul>	

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source: Department

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

## ORDINANCE NO. C35961

AN ORDINANCE relating to the pretreatment requirements; amending SMC sections 13.03A.0101 through 13.03A.1204, of the Spokane Municipal Code; adopting new sections 13.03A.0200, 13.03A.0412, and 13.03A.1106 to Chapter 13.03A SMC; repealing sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0101 is amended to read as follows:

### **13.03A.0101 Purpose and Objectives [1.1]**

- A. The purpose of this chapter is to provide for a local pretreatment regulatory program. The program derives from applicable parts of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (the "Act," 33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR], Chapter I, Sub ch. N, Part 403), as well as state law requirements in chapter 90.48 RCW and chapter 173-216 WAC. (Reference: 40 CFR §403.1(a))
- B. The objectives of this chapter are to:
1. prevent the introduction of pollutants into the POTW that will interfere with its operation (Cross Reference: "Interference," [SMC 13.03A.0103](#));
  2. prevent the introduction of pollutants into the POTW that will pass through the POTW inadequately treated into receiving waters or otherwise be incompatible with such works (Cross Reference: "Pass Through," [SMC 13.03A.0103](#));
  3. ensure that the quality of the POTW sludge, a residual from reclaimed wastewater, is maintained at a level which allows its use or disposal in compliance with any applicable statutes or regulations;
  4. protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
  5. promote reuse and recycling of wastewater and sludge from the POTW;
  6. enable the City to comply with its National Pollutant Discharge Elimination System (NPDES) discharge permit conditions, sludge use and disposal requirements, and any other applicable federal or state requirements related to pretreatment; and
  7. provide for cost recovery (Cross Reference: 40 CFR §403.2 (part)).

- C. Pollutants regulated under this chapter are associated with non-domestic sources introduced into the POTW, whether through regular sewer service or any other means (e.g. pipe, truck, or rail). The chapter provides for issuance of individual or general discharge permits and for reporting, monitoring, compliance, and enforcement activities~~((;)); ((and))~~ establishes administrative review procedures~~((;));~~ and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein. (Reference: 40 CFR §403.1 (b) (part) and appendices hereto)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 2: That SMC section 13.03A.0102 is amended to read as follows:

### **13.03A.0102 Administration – Revision – Initiation [1.2]**

- A. ~~((Superintendent))~~ Plant Manager.  
The ~~((superintendent))~~ Plant Manager shall administer, implement, and enforce this chapter. The ~~((superintendent))~~ Plant Manager may delegate functions to other duly authorized individuals.
- B. Discretion.  
Exercise of administrative discretion under this chapter is guided by the purpose and objectives; the Act and its implementing pretreatment regulations in 40 CFR, primarily part 403; and chapter 90.48 RCW; chapter 173-216 WAC; chapter 173-240; and [SMC 13.03A.0101](#); and the ~~((superintendent))~~ Plant Manager's knowledge, training, and experience.
- C. Decisions in Writing – Revision.  
Except where expressly noted, all decisions of the ~~((superintendent))~~ Plant Manager under this chapter shall be in writing. No decision, action or inaction creates any vested or property rights. Decisions may be revoked or modified consistent with the purpose and objectives, change in law, or otherwise as the ~~((superintendent))~~ Plant Manager deems necessary. (Cross reference: [SMC 13.03A.0205](#))
- D. Permits, Applications May Be Ordered.  
Whenever provision is made for a person to apply for a permit, permission, exemption, waiver, or other privilege under this chapter, the ~~((superintendent))~~ Plant Manager may order such application to be made or exercise any authority as provided on the ~~((superintendent))~~ Plant Manager's own initiative, with or without application, and issue any orders to such person as deemed necessary and consistent with such action.
- E. No approval by the ~~((superintendent))~~ Plant Manager under this section or chapter or acceptance by the City of any report, information, analysis, sampling, or data shall be considered in any way as an endorsement of the results by the City or in any way

releases any person required to submit any report, information, analysis, sampling, or monitoring under this chapter from full responsibility for compliance with this chapter or related federal or state requirements.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 3: That SMC section 13.03A.0103 is amended to read as follows:

### **13.03A.0103 Definitions [1.3]**

Unless a provision explicitly states otherwise, the following definitions, terms and phrases, as used in this chapter shall have the following meanings.

A. Act or “the Act.”

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.

B. Applicable Pretreatment Standard.

For any specified pollutant, City prohibitive standards, City specific pretreatment standards (local limits), State of Washington pretreatment standards, or EPA categorical pretreatment standards, (when effective), whichever standard is appropriate or most stringent.

C. Approval Authority.

The Washington (~~state department~~) State Department of (~~ecology~~) Ecology through its authorized representative as delegate agency of the EPA.

D. Authorized Representative (~~(Authorized Representative)~~) of a User.

1. If the user is a corporation:

- a. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
- b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where

authority to sign documents has been assigned or delegated to the manager in writing, in accordance with corporate procedures.

2. If the user is a partnership or sole proprietorship, a general partner or proprietor respectively.
3. If the user is a federal, state, or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the facility, or their designee.
4. The individuals described in paragraphs 1 through 3 of this section may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the user, and the written authorization is submitted to the City.

E. Baseline Monitoring Report or BMR.

A specific informational report which may be required under sections of this chapter or ordered by the ~~((superintendent))~~ Plant Manager for particular informational needs. The report may relate to industrial processes, flows, sampling information, or other data, and may be used as a reference point against which comparisons may be made to measure data or sampling changes. BMR information requirements arise under discharge permit applications, reporting requirements for categorical users, industrial users subject to equivalent mass limits (baseline production rate information) and other areas. (Cross Reference: 40 CFR §403.6 (c)(5)(ii)(C), 40 CFR §403.12(b))

F. Best Management Practices or BMPs.

~~((Best management practices or BMPs means schedules))~~ Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in SMC 13.03A.0201(A) and (B) (or as expressed in 40 CFR §403.5(a)(1) and (b)) or other provisions of the chapter as ordered by the ~~((superintendent))~~ Plant Manager or required under state or federal regulation. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. ~~((BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.))~~ They may be used in individual or general discharge permits or any other circumstances. (Cross Reference: 40 CFR §403.3(e))

G. Biochemical Oxygen Demand or BOD.

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at twenty degrees Celsius, usually expressed as a concentration (e.g., milligrams per liter or mg/L).

H. Categorical Industrial User or CIU, also sometimes abbreviated to "Categorical User."  
A user regulated by one of EPA's categorical pretreatment standards.

- I. Categorical Pretreatment Standard or Categorical Standard.  
Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that applies to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405 - 471.
- J. Chemical Oxygen Demand or COD.  
A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
- K. City.  
The City of Spokane ((WA)), a Washington ((state)) State municipal corporation, acting by and through its wastewater management department.
- L. Color.  
The optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent transmittance is equivalent to zero optical density.
- M. Composite Sample.  
The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.
- N. Control Authority.  
~~((The term Control Authority refers to))~~ (1) ((the)) The POTW if the POTW's Pretreatment Program Submission has been approved in accordance with the requirements of § 403.11; or (2) the Approval Authority if the Submission has not been approved.
- O. Cooling Water.  
See "Non-contact Cooling Water".
- P. Daily Maximum Limit (DML) or Daily Limit.  
The maximum allowable discharge of a pollutant over a calendar day or equivalent twenty-four hour period. Where DML is expressed in units of mass, compliance is the product of the Daily Concentration and the flow over the same period.
- Q. Discharge Permit or Wastewater Discharge Permit.  
A grant of approval by the ((superintendent)) Plant Manager to discharge wastewater into the POTW to a person required to hold a discharge permit under this chapter. Discharge permits may be individual discharge permits, which contain individually developed permit requirements, or general discharge permits, which contain the same or similar requirements developed to cover a group or class of industrial users who have been identified as eligible for general permit status. The contents of either a general or individual discharge permit are similar, as required herein. (See 40 CFR §403.8 (f)(2))



- R. Domestic User (Residential User).  
Any person who contributes, causes, or allows the contribution of wastewater into the POTW that is of a similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include up to one hundred gallons per capita per day, two-tenths pounds of BOD per capita per day, and seventeen one-hundredths pounds of TSS per capita per day.
- S. Environmental Protection Agency or EPA.  
The U.S. Environmental Protection Agency, or where appropriate, the director of the Region 10 Office of Water, or other duly authorized official of the agency.
- T. Existing Source.  
A categorical industrial user, the construction or operation of whose facility commenced prior to the publication by EPA of proposed categorical pretreatment standards which would be applicable to such source if and when the standard is thereafter promulgated in accordance with Section 307 of the Act.
- U. Existing User.  
Any non-categorical user which was discharging wastewater prior to the effective date of this ordinance of April 1, 2012.
- V. Grab Sample.  
A sample which is taken from a waste stream on a one-time basis without regard to flow in the waste stream and without consideration of time. (Source: 40 CFR §403.7 (b)(2)(iv))
- W. Indirect Discharge or Discharge.  
The introduction of pollutants into the POTW from any non-domestic source regulated under section 307 (b), (c) or (d) of the Act (33 USC §1317). The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.
- X. Industrial User (IU) or User.  
A source of indirect discharge. (Source: 40 CFR §403.3 (j)) The source shall not include "Domestic User" as defined herein.
- Y. Instantaneous Limit.  
The maximum or minimum pH<sub>i</sub> or amount of flow<sub>i</sub> ((~~of~~)) or pollutant allowed to be discharged at any point in time, determined by either continuous monitoring or discrete sample analysis.
- Z. Interference.  
A discharge which, alone or in conjunction with a discharge or discharges from other sources, either:

1. inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; or
2. is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with applicable laws and regulations. Such laws and regulations include section 405 of the Clean Water Act (33 USC §1345) and the Solid Waste Disposal Act (SWDA). This further includes Title II, the Resource Conservation and Recovery Act or RCRA, 42 U.S.C. §§ 6901-6992k. Further included are state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA and sludge regulations in 40 CFR Part 503. Further included are the Clean Air Act (42 USC §§7401 et seq); the Toxic Substances Control Act (15 USC §§2601 et seq); and the Marine Protection, Research and Sanctuaries Act (33 USC §§1401-1445 and 16 USC §§1431-1445). Further included are any other state or local requirements. (Source: 40 CFR §403.3 (k)) (Cross Reference: WAC 173-216-030 (9))

AA. Local Limit.

Effluent limitation developed for users by the ((superintendent)) Plant Manager to specifically protect the POTW from the potential of pass through, interference, and intended biosolids uses. The limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater.

AB. Maximum Allowable Discharge Limit.

The maximum concentration or loading of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

AC. Medical Waste.

Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

AD. Monthly Average.

The arithmetic mean of the effluent sample results collected during a calendar month or specified thirty day period. Where the control authority has taken a sample during the period, it must be included in the monthly average if provided in time. However, where composite samples are required, grab samples taken for process control or by the control authority are not to be included in a monthly average.

AE. Monthly Average Limit, also sometimes referenced as "Average Monthly Limit."

The limit to be applied to the monthly average to determine compliance with the requirements of this chapter.

AF. New Source.

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under section 307(c) of the Act (33 USC §1317) which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that the:
  - a. building, structure, facility or installation is constructed at a site at which no other source is located; or
  - b. building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
  - c. production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection 1(b) or (c) of this section, but otherwise alters, replaces, or adds to existing process or production equipment.
3. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
  - a. begun, or caused to begin, as part of a continuous onsite construction program:
    - i. any placement, assembly, or installation of facilities, processes, or equipment; or
    - ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities, processes, or equipment; or
  - b. entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a

reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph. (Source: 40 CFR §403.3 (m))

AG. New User.

Any user that is not regulated under federal categorical pretreatment standards but that applies to the City for a new building permit or occupies an existing building and plans to commence discharge of wastewater to the City's collection system after the effective date of this ordinance, April 1, 2012. Any person that buys an existing facility that is discharging non-domestic wastewater will be considered an "existing user" if no significant changes are made in the manufacturing operation.

AH. Non-contact Cooling Water.

Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

AI. Pass Through.

A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation, or which is a violation of a state water quality standard. (Source: 40 CFR §403.3(p))

AJ. Permittee.

A person, source, or user issued a discharge permit.

AK. Person.

Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes federal, state, and local governmental agencies or entities.

AL. pH.

A measure of the acidity or alkalinity of a solution, expressed in standard units.

AM. Plant Manager.

The person designated by the City of Spokane to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, or a duly authorized representative.

~~((AM))~~AN. Pollutant.

Any dredged ~~((spoilt))~~ soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of wastewater (i.e. pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor).

~~((AN))~~AO. POTW Treatment Plant. (see definition of POTW below)

That portion of the POTW which is designed to provide treatment (including recycling and reclamation) of wastewater, including municipal sewage and industrial waste. (Source: 40 CFR §403.3(r))

~~((AO))~~AP. Pretreatment.

The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard. Dilution is not considered pretreatment.

~~((AP))~~AQ. Pretreatment Requirements.

Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

~~((AQ))~~AR. Pretreatment Standards or Standards.

Prohibited discharge standards ([SMC 13.03A.0201](#)), categorical pretreatment standards ([SMC 13.03A.0202](#)), state pretreatment standards ([SMC 13.03A.0203](#)), and local limits ([SMC 13.03A.0204](#)), and/or BMP's established by the POTW. In addition, this definition includes anything encompassed in 40 CFR §403.3(l) and/or WAC 173-216-030 (17). (Cross Reference: [SMC 13.03A.0201](#) through [SMC 13.03A.0204](#))

~~((AR))~~AS. Prohibited Discharge Standards or Prohibited Discharges.

Absolute prohibitions against the discharge of certain substances, grouped as "General Prohibitions" and "Specific Prohibitions." (Cross Reference: [SMC 13.03A.0201](#))

~~((AS))~~AT. Publicly Owned Treatment Works or POTW.

A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means the City.

((AT))AU. Septic Tank Waste.

~~((Wastewater from septic tanks or similar holding tanks, vessels, chemical toilets, campers, trailers, and the like.))~~

Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The Plant Manager may also consider wastes from other holding tanks such as boat/RV blackwater, bilge water, cesspools, and treatment lagoons to be Septic Tank Waste so long as they are absent chemicals which might inhibit biological activity or adversely affect the POTW

((AU))AV. Sewage.

Human excrement and gray water (household showers, toilets, kitchens, clothes and dishwashing operations, and related domestic activities).

AW. Sewer.

Any pipe, conduit ditch, or other device used to collect and transport sewage from the generating source.

((AV))AX. Shall, May.

“Shall” is mandatory, “may” is permissive.

((AW))AY. Significant Industrial User (SIU).

1. A user subject to categorical pretreatment standards, or

2. A user that:

- a. discharges an average of twenty five thousand gpd or more of process wastewater to the POTW (excluding sanitary, ~~((non-contact))~~ non-contact cooling and boiler blow down wastewater); or
- b. contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant. As used herein “organic capacity” means the capacity of the treatment plant to treat wastewater as opposed to the “hydraulic capacity” or capability to accept and handle fluids; or
- c. is designated as such by the ~~((superintendent))~~ Plant Manager on the basis that it has a reasonable potential to cause an adverse effect on the POTW’s operation, adverse impact on the City’s ability to comply with its NPDES permit, cause the POTW to violate any pretreatment standard or requirement or because of other regulatory control needs. (Source: 40 CFR §403.3(v))

3. The ~~((superintendent))~~ Plant Manager may determine that a user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the user never

discharges more than one-hundred gpd of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

- a. The user, prior to the ~~((superintendent))~~ Plant Manager's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
  - b. The user annually submits the certification statement required in 40 CFR Part 403.12(q), together with ~~((a))~~ any additional information necessary to support the certification statement; and
  - c. The user never discharges any untreated concentrated wastewater.
4. Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any applicable pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user and in accordance with procedures in 40 CFR Part 403.08(f)(6) determine that the user should not be considered a significant industrial user.

~~((AX))~~ AZ. Slug Discharge or Slug Load.

Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards, categorical standards, state requirements or local limits, or any discharge of a ~~((non-routine))~~ non-routine, episodic nature, including but not limited to an accidental spill or a ~~((non-customary))~~ non-customary batch discharge.

~~((AY))~~ BA. Standard Industrial Classification (SIC) Code.

A classification pursuant to the Standard Industrial Classification Manual issued by the United States office of management and budget. The City uses the North American Industry Classification System if available.

~~((AZ))~~ BB. Stormwater.

Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~((BA. Superintendent.~~

~~The City director of wastewater management or the director's authorized representative.))~~

~~((BB))~~ BC. Total Suspended Solids (TSS).

The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

~~((BG))~~ BD. Treatment Facility Effluent

The discharge from the POTW Treatment Plant into the waters of the United States.

~~((BD))~~ BE. User or Industrial User.

A source of indirect discharge. The source shall not include “domestic user” as defined herein.

~~((BE))~~ BF. Wastewater.

Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~((BF))~~ BG. Wastewater Treatment Plant, Water Reclamation Plant, or Treatment Plant.

That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~February 28, 2008~~) March 27, 2012.

Section 4: That SMC section 13.03A.0104 is amended to read as follows:

#### **13.03A.0104 Abbreviations [1.4]**

The following abbreviations, when used in this chapter, have the designated meanings:

A. AKART.

All known, available, and reasonable methods of prevention, control, and treatment.  
(Cross Reference: RCW 90.48.010, WAC 173-200(2)(c)(ii), and WAC 173-216-110(1)(a))

B. ASPP.

Accidental Spill Prevention Plan, or Slug Control Plan

C. Reserved.

D. BOD.

Biochemical Oxygen Demand

E. BMP.

Best Management Practice

F. BMR.

Baseline Monitoring Report

G. Reserved.



- H. CWF.  
Combined Wastestream Formula
- I. CFR.  
Code of Federal Regulations
- J. CIU.  
Categorical Industrial User
- K. COD.  
Chemical Oxygen Demand
- L. DML.  
Daily Maximum Limit
- M. EPA.  
U.S. Environmental Protection Agency
- N. FIFRA.  
Federal Insecticide Fungicide Rodenticide Act
- O. Reserved.
- P. gpd.  
gallons per day
- Q. IU.  
Industrial User
- R. mg/L.  
milligrams per liter
- S. NAICS.  
North American Industry Classification System
- T. NPDES.  
National Pollutant Discharge Elimination System
- U. NSCIU.  
Non-significant Categorical Industrial User
- V. POTW.  
Publicly-((owned)) Owned Treatment Works
- W. RCRA.  
Resource Conservation and Recovery Act

- X. RCW.  
Revised Code of Washington
- Y. SIU.  
Significant Industrial User
- Z. SMC.  
Spokane Municipal Code
- AA. SNC.  
Significant ~~((Noncompliance))~~ Non-Compliance
- AB. TSS.  
Total Suspended Solids
- AC. TTO.  
Total Toxic Organics
- AD. U.S.C. (USC).  
United States Code
- AE. WAC.  
Washington Administrative Code

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 5: That SMC section 13.03A.0105 is amended to read as follows:

**13.03A.0105 Incorporation – Headings – Interpretation ~~((4-5))~~**

- A. This chapter is enacted to comply with federal and state pretreatment requirements, principally those in 40 CFR chapter I, subchapter N, part 403 and WAC 173-216. All federal or state statutes and regulations referenced in this chapter are intended to be incorporated in full by reference where applicable to the City's local pretreatment program, whether or not otherwise expressly stated where referenced. Such incorporation also includes any referenced statutes or regulations referenced internally within the incorporated statutes or regulations, whether or not otherwise specified.
- B. Headings do not limit or restrict the meaning of a section, but may assist in interpretation. In general, capitalized terms are defined, but the presence or absence of capitalization shall not limit the application of defined terms unless indicated by context.

C. In the event of any conflict or ambiguity within this chapter, between this chapter and applicable federal or state laws or regulations, or otherwise, the following rules of interpretation apply, in the order listed:

1. Where local authority is preempted by federal or state law, the preemption applies to the extent required by law.
2. An interpretation to preserve the City's NPDES permit is applied to the extent required.
3. Cost or liability to the City shall be avoided to the maximum extent possible.
4. Normal rules of statutory interpretation apply, considering [SMC 13.03A.0101](#).
5. The more stringent rule applicable to regulated customers or other members of the public applies.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 6: That SMC section 13.03A.0106 is amended to read as follows:

#### **13.03A.0106 Legislative History – Comments ~~((1-6))~~**

- A. Adoption of a local pretreatment ordinance approved by state and federal authorities is a requirement for the City to comply with its NPDES permit. The City sewer code, [chapter 13.03 SMC](#), was originally codified and adopted as such in [Title 13 SMC](#) by Ordinance No. C26294, passed October 12, 1981. Provisions for the City's wastewater pretreatment program were adopted as sewer code amendments in Ordinance No. C28888, passed October 19, 1987. Pretreatment provisions were further revised by Ordinance No. C30677, passed January 19, 1993. The City's pretreatment program has now been revised in this [chapter SMC 13.03A](#) which replaces that portion of [chapter 13.03 SMC](#) concerning pretreatment.
- B. This chapter seeks to accommodate federal, state, and local regulatory policies and the practical and operational needs of the POTW, its customers, and the public, supporting the law for the common good. Members of the general public, as well as users and state and federal regulatory officials are encouraged and requested to contact the ~~((superintendent))~~ [Plant Manager](#), City of Spokane, wastewater management department, with any questions or comments for improvement or clarification.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 7: That SMC section 13.03A.0107 is amended to read as follows:

**13.03A.0107 No Special Duty Created ((1-7))**

Notwithstanding any other provision, no special duty or liability for the City to any person or class is created by this chapter. Any duty nonetheless deemed created shall be exclusively a duty to the general public as a whole. This provision shall be liberally construed.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 8: That SMC section 13.03A.0108 is amended to read as follows:

**13.03A.0108 Computation of Time ((1-8))**

~~((When ever))~~ Whenever an action is specified to be done within a stated number of days, the date upon which the time begins to run is not counted and the last day is counted. Whenever a time period is specified of five days or less, weekends and holidays are not included. Time periods over five days shall mean calendar days. If the last day by which an action must be accomplished falls on a weekend or holiday, the time is extended to the next day not a weekend or holiday. Holidays means legal holidays as stated in [SMC 3.03.010](#).

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 9: That there is adopted a new section 13.03A.0200 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

**13.03A.0200 Industrial User Survey**

The City of Spokane is obligated under Federal law to identify all users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such users. To satisfy this requirement, all sources of non-domestic wastewater which is discharged to the POTW must, upon request by the Plant Manager, or its designee, periodically complete an Industrial User Survey form. Users shall fully disclose the information requested and sign the completed form in accordance with SMC 13.03A.0305. Proper completion of survey requirements is a condition of initial and continued discharge to the public sewer system. Users failing to fully comply with survey requirements shall be subject to all enforcement measures authorized under this chapter including without limitation termination of service. The Plant Manager is authorized to prepare several forms for this purpose and require completion of the particular form which the Plant Manager determines appropriate to provide the information needed to categorize each user. The Plant Manager shall be authorized to categorize each User,

provide written notice of a user's categorization and what it means, and revise this categorization at any time.

Section 10: That SMC section 13.03A.0201 is amended to read as follows:

### **13.03A.0201 Prohibited Discharge Standards [2.1]**

#### **A. General Prohibition.**

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. This requirement applies to all users of the POTW, whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.

#### **B. Specific Prohibitions.**

No user shall introduce or cause to be introduced into the POTW anything listed hereafter. Where two or more items apply, the more stringent governs:

1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW or any part thereof, a public nuisance or hazard to life, or prevent entry into the sewers for maintenance and repair or which are in any way injurious to the operation of the system or operating personnel. This includes wastestreams with a closed cup flashpoint of less than one hundred forty degrees F (sixty degrees C) using the test methods specified in 40 CFR §261.21.
2. Wastewater having a pH less than 5.0 or more than 12.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. (~~((Discharges outside the pH range of 5.0 to 12.0 may be approved by written authorization of the superintendent pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH. Authorization is revocable at any time in the superintendent's sole discretion.))~~) (Cross Reference: [SMC 13.03A.0204\(A\)](#))
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW. In general, the cutting up or reducing to smaller pieces of any solid materials as a means to enable their introduction into the POTW is prohibited. In addition, in no case shall solids greater than one-quarter inch (0.64 cm) in any dimension be discharged.
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case, wastewater which causes the temperature at the point of introduction into the treatment plant to exceed one hundred four degrees F (forty degrees C) unless the approval

authority, upon request of the ((superintendent)) Plant Manager, approves alternative temperature limits.

6. Wastewater which causes the temperature at the point of introduction into the sanitary sewer to exceed one hundred thirty degrees F (fifty-four degrees C).
7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause obstruction of the POTW, interference or pass through.
8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause risk to worker health and safety, in the ((superintendent's)) Plant Manager's judgment and/or substances identified as toxic pollutants ((see [SMC 13.03A.0104](#))) or any wastewater containing any pollutant, including oxygen demanding pollutants, in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or be in violation of any applicable statute, rule, regulation, or ordinance of any public agency, including the EPA.
9. Trucked or hauled pollutants, wastewater or other materials (hauled wastewater), except at discharge points designated by the ((superintendent)) Plant Manager in accordance with [SMC 13.03A.0212](#).
10. The following are prohibited unless approved by the ((superintendent)) Plant Manager under special circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment domestic wastewater flows due to septic conditions as required under WAC 173-216-050:
  - a. Non-contact cooling water in volumes deemed significant by the ((superintendent)) Plant Manager because of adverse effects of consequences.
  - b. Stormwater, or other direct inflow sources.
  - c. Wastewater significantly affecting POTW hydraulic loading, which does not require treatment or would not be afforded a significant degree of treatment by the POTW.
11. Wastewater which imparts color which cannot be removed by the treatment process, such as dye wastes and vegetable tanning solutions, which imparts color to the treatment plant effluent causing violation of the City's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more ((the)) than ten percent from the seasonably established norm for aquatic life, as determined by the ((superintendent)) Plant Manager.

12. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
13. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations and approved by the ~~((superintendent))~~ Plant Manager.
14. Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the ~~((superintendent))~~ Plant Manager.
15. Sludges, screenings, or other residues from the pretreatment of industrial wastewaters, or from industrial processes unless authorized by the ~~((superintendent))~~ Plant Manager.
16. Medical wastes, except as specifically authorized by the ~~((superintendent))~~ Plant Manager through a discharge permit issued under Article 3.
17. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity tests from applicable regulations. (Cross Reference: WAC 173-205-020, 40 C.F.R. § 122.21 (5))
18. Detergents, surface active agents, or other substances that might cause excessive foaming or interfere with effective function of the POTW.
19. Fats, oils, or greases or any other materials of animal (including human) or vegetable origin in quantities which could cause obstruction of the POTW or interference with conveyance or treatment ~~((or any discharges with total petroleum hydrocarbon concentrations greater than one hundred mg/L. (Cross Reference: [SMC 13.03A.0204\(A\)](#))))~~
20. Animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, ~~((Cinders))~~ cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
21. Liquids, solids, or gas, which by reason of their nature or quantity may be sufficient, alone or by interaction with other materials, to cause fire or explosion, which might cause obstruction or interference or be injurious in any other way to the POTW, its operations, staff or the environment. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the POTW system, or at any point in the POTW system, exceed five

percent or any single reading exceed ten percent of the lower explosive limit based on an explosivity meter reading.

22. Anything which in the opinion of the ~~((superintendent))~~ Plant Manager may cause harm either to the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters or outside environment, or otherwise endanger life, limb or property, or constitute a nuisance, unless allowed under special agreement, except that no special waiver shall be given from categorical pretreatment standards.

23. Any dangerous wastes as defined in WAC 173-216-030 or hazardous wastes as defined in 40 CFR Part 261.

24. Hazardous waste pharmaceuticals as listed in 40 CFR 261 subparts C, D generated from healthcare facilities or reverse distributors, pursuant to 40 CFR 266.505.

25. Bulk, expired, outdated, or concentrated prescription or non-prescription drugs.

~~((24))~~ 26. Persistent pesticides and/or pesticides regulated by FIFRA (Federal Insecticide Fungicide Rodenticide Act).

27. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septic tank waste, or other wastewater unless said person has first obtained testing and approval as may be generally required by the City of Spokane and paid all fees assessed for the privilege of said discharge.

~~((25))~~ 28. Anything else not authorized by the ~~((superintendent))~~ Plant Manager. ~~((The superintendent may specify such substances in a specific user permit, considering the appendices hereto.))~~

29. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits.

C. Supplementing subsections (A) and (B) of this section, no industrial user shall violate the provisions of 40 CFR §403.5(a) and (b) or WAC 173-216-060 or any statute or regulation referenced therein. Such provisions are all fully incorporated herein.

D. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.



Section 11: That SMC section 13.03A.0202 is amended to read as follows:

### **13.03A.0202 Federal Categorical Pretreatment Standards [2.2]**

The national categorical pretreatment standards, as amended and promulgated by the EPA pursuant to the Act and as found at 40 CFR chapter I, subchapter N, parts 405–471, are incorporated by reference herein as a part of this chapter. All users must comply with these standards.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 12: That SMC section 13.03A.0203 is amended to read as follows:

### **13.03A.0203 State Requirements**

- A. State requirements and limitations on discharges to the POTW shall be met by all users subject to such items whenever they are more stringent than federal or local pretreatment requirements and limitations. Washington State Pretreatment Standards and Requirements, located at chapter 173-216 WAC, were developed under authority of the State Water Pollution Control Act, chapter 90.48 RCW and are hereby incorporated. All wastewaters discharged from a commercial or industrial operation as determined by the ~~((superintendent))~~ Plant Manager into the POTW must satisfy the provisions of chapter 173-216 WAC.
- B. Any person who constructs, modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. ~~((Until the))~~ The City ((is)) has been delegated the authority to review and approve such plans and reports under RCW 90.48.110~~((;))~~. ~~((sources))~~ Sources of non-domestic discharges (industrial wastewater) shall request approval for such plans and reports through the ~~((department of ecology))~~ City of Spokane. ~~((To ensure conformance with this requirement, proof of the approval of such plans and reports, and one))~~. One copy of each ~~((approved))~~ plan and report shall be provided to the ~~((superintendent))~~ Plant Manager before commencing any such construction or modification. Said plans and reports must be filed with the ~~((superintendent))~~ Plant Manager, together with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and include the fee as provided in [SMC 13.03A.1401](#). (Cross reference: WAC 173-216-050(1))
- C. All users shall apply all known, available, and reasonable treatment methods (AKART) to prevent and control wastewater releases into the waters of the state. (Cross reference: WAC 173-216-050(3))
- D. Discharge restrictions of chapter 173-303 WAC (Dangerous Waste) shall apply to all users.

- E. All required monitoring data shall be analyzed by a laboratory or person accepted by the ~~((superintendent))~~ Plant Manager as qualified to perform such services, in the ~~((superintendent's))~~ Plant Manager's sole discretion. The lab or person shall be registered or accredited under the provisions of chapter 173-50 WAC. The ~~((superintendent))~~ Plant Manager may determine this is not required for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.
- F. ~~((Persons))~~ The City shall public notice for users applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading, at the user's expense. ~~((shall publish notice for each application in the format provided by the City.))~~ The notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
1. The name and address of the applicant and facility/activity to be permitted;
  2. A brief description of the activities or operations which result in discharge;
  3. Whether any tentative determination has been reached with respect to allowing the discharge;
  4. The address and phone number of the office of the ~~((superintendent))~~ Plant Manager where persons can obtain additional information;
  5. The dates of the comment period (which shall be at least thirty days); and
  6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- G. The ~~((superintendent))~~ Plant Manager may ~~((require the applicant to))~~ also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the ~~((superintendent))~~ Plant Manager determines there is sufficient public interest, the City shall hold a public meeting following the rules of WAC 173-216-100. The ~~((superintendent))~~ Plant Manager may assume responsibility for public notice requirements for any persons, and may waive this requirement for any user not classified as CIU or SIU by the ~~((superintendent))~~ Plant Manager.
- ~~((H. Permit terms shall include, wherever applicable, the requirement to apply All Known, Available and Reasonable methods of prevention, control, and Treatment (AKART).))~~

Section 13: That SMC section 13.03A.0204 is amended to read as follows:

**13.03A.0204 Local Limits [2.4]**

- A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:
1. Arsenic: 0.12 mg/L.
  2. Benzene: <0.5 mg/L
  3. Cadmium: 0.093 mg/L.
  4. Total Chromium: <5.0 mg/L.
  5. Copper: 0.74 mg/L.
  6. Cyanide: 1.01 mg/L.
  7. Fats, oils, and, grease: See SMC 13.03A.0201(B)(19).
  8. Lead: 0.32 mg/L.
  9. Mercury: 0.012 mg/L.
  10. Nickel: 1.74 mg/L.
  11. Silver: 0.46 mg/L.
  12. Zinc: 2.59 mg/L.
  13. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
  14. Molybdenum: 0.66 mg/L.
  15. Selenium: 0.40 mg/L.
- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter ((8.03A-0204)) 8.03A.0204.
- C. The above limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for “total” metal unless indicated otherwise. The ((superintendent)) Plant Manager may impose mass limitations in addition to or in place of the concentration-based limitations shown in

subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit ~~((applies as the applicable pretreatment standard))~~ or applicable pretreatment standard shall apply.

- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The ~~((superintendent))~~ Plant Manager may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the ~~((superintendent))~~ Plant Manager may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 14: That SMC section 13.03A.0205 is amended to read as follows:

#### **13.03A.0205 Right of Revision [2.5]**

This chapter and any permits or approvals granted pursuant to its authority create no vested or property rights and the City at times reserves the right to revise any provision at any time, with or without showing of cause or need. (Cross reference: [SMC 13.03A.0102\(C\)](#))

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 15: That SMC section 13.03A.0206 is amended to read as follows:

#### **13.03A.0206 Special ~~((Handling))~~ Agreement [2.6]**

- A. The City reserves the right to enter into ~~((specific))~~ special agreements with customers or users setting out specific terms for discharge into the POTW. All such agreements must be in writing and approved by the ~~((superintendent))~~ Plant Manager. This function is not subject to delegation by the ~~((superintendent))~~ Plant Manager. In no case will any categorical pretreatment standard or federal pretreatment requirement be waived.
- B. A user may request a net/gross adjustment to a categorical standard under the provisions of 40 CFR §403.15 by filing a written application therefore with such information as required by the ~~((superintendent))~~ Plant Manager. The application must

be certified as provided in [SMC 13.03A.0305\(B\)](#) and include the fee provided in [SMC 13.03A.1401](#).

- C. A user may also request a variance from the categorical pretreatment standard from the approval authority under 40 CFR §403.13 by filing a written application therefore with such information as required by the ((superintendent)) Plant Manager. The application must be certified as provided in [SMC 13.03A.0305\(B\)](#) and include the fee provided in [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 16: That SMC section 13.03A.0207 is amended to read as follows:

### **13.03A.0207 Dilution [2.7]**

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by the pretreatment standard or requirement. The ((superintendent)) Plant Manager may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the ((superintendent)) Plant Manager deems that imposition of mass limitations is appropriate.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 17: That SMC section 13.03A.0208 is amended to read as follows:

### **13.03A.0208 Pretreatment Facilities [2.8]**

- A. Users are responsible for all cost and liability to provide wastewater pretreatment to comply with this chapter and shall achieve compliance with all applicable pretreatment standards and requirements contained or referenced in this chapter as specified by the EPA, state, City, or ((superintendent)) Plant Manager as may be most stringent. Any facilities required to pretreat wastewater to acceptable levels must be provided, operated, and well maintained at the user's sole expense and liability. Engineering reports, detailed plans and specifications, and an operation((s)) and maintenance manual acceptable to the ((superintendent)) Plant Manager showing pretreatment facilities and operating procedures, together with any other information required by the ((superintendent)) Plant Manager shall be submitted to the ((superintendent)) Plant Manager for review and approval before construction. Review and/or approval of plans, operating procedures or other submittals never relieves the user or submitting party from full compliance. Facilities must be maintained by the user in accordance with approved reports, plans, operating procedures, and other submittals.

- B. Application for plan approvals must be ~~((made on forms acceptable to the superintendent,))~~ signed in accord with [SMC 13.03A.0305\(B\)](#), ~~((with fees as provided in))~~ Fees will be assessed in accordance with [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 18: That SMC section 13.03A.0209 is amended to read as follows:

**13.03A.0209 Deadline for Compliance with Applicable Pretreatment Standards [2.9]**

- A. Compliance by existing sources covered by categorical pretreatment standards shall be within three years of the date the standard is effective unless a shorter compliance time is specified in the applicable standard, other provision, or ~~((superintendent))~~ Plant Manager order. The ~~((superintendent))~~ Plant Manager establishes a final compliance deadline for any existing user not covered by categorical pretreatment standards or any categorical user where state requirements or local limits are more restrictive.
- B. New sources and new users are required to comply with applicable pretreatment standards within the shortest feasible time, not to exceed ninety days from beginning of discharge. New sources and new users shall install, have in good operating condition, and shall start up all pollution control equipment (including sampling equipment) required to meet applicable pretreatment standards before beginning to discharge.
- C. Any discharge permit to a CIU shall not contain a compliance date beyond the deadline established in EPA categorical pretreatment standards. Not by way of limitation, other existing users or CIUs who must comply with more stringent state requirements or local limits shall be provided with a compliance deadline in their permit to insure compliance in the shortest feasible time, in the ~~((superintendent))~~ Plant Manager's opinion.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 19: That SMC section 13.03A.0210 is amended to read as follows:

**13.03A.0210 Additional Pretreatment [2.10]**

- A. Whenever deemed necessary, the ~~((superintendent))~~ Plant Manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage (domestic wastewater) from industrial wastestreams (industrial wastewater), and such other conditions deemed necessary to protect the POTW and determine a user's compliance with this chapter.

- B. Each user discharging greater than one hundred thousand gallons per day, or lower volumes where determined by the ~~((superintendent))~~ Plant Manager, shall install and maintain, on its property and at its expense, a suitable storage and flow-control facility to insure equalization of flows over a twenty-four hour period. The facility shall have a capacity for at least twenty-five percent of the daily discharge volume of the user and shall be equipped with alarms and a rate of discharge controller, subject to ~~((superintendent))~~ Plant Manager approval and regulation. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors (interception units) shall be ~~((provided))~~ installed whenever determined necessary by the ~~((superintendent))~~ Plant Manager for proper handling of wastewater containing excessive amounts of such substances, except that such interceptors shall not be required for residential users. Interception units are subject to the control and regulation of the ~~((superintendent))~~ Plant Manager and must be inspected, cleaned, and kept in good repair by the user.
- D. Users with a potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- E. All users are required to adhere to the City of Spokane Department of Wastewater Management Industrial Pretreatment Program Mercury Control and Abatement Plan.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 20: That SMC section 13.03A.0211 is amended to read as follows:

**13.03A.0211 Accidental Spill Prevention Plans /Slug ~~((Discharge))~~ Control Plans [2.11]**

- A. The ~~((superintendent))~~ Plant Manager may require any user to develop and implement an accidental spill prevention plan (ASPP) ~~((and/))~~ or slug control plan ~~((, including any facilities or procedures ordered to support the same, all at the user's expense. Such plans must be submitted for approval within such time limits as ordered by the superintendent, generally not to exceed ninety days. The user must implement the plans as approved by the superintendent. These requirements are cumulative with other requirements and not in the alternative))~~. Where deemed necessary by the City, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the user's cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval before implementation. The City shall determine which user is required to develop a plan and require said plan to be submitted within 90 days after notification by the City. Each user shall implement its ASPP as submitted or as modified after such plan has been reviewed and approved by the City. Review and approval of such plans and operating

procedures by the City shall not relieve the user from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

- B. An ASPP and/or slug (~~((discharge))~~) control plan shall address, at a minimum, the following:
1. Description of discharge practices, including (~~((nonroutine))~~) non-routine batch discharges.
  2. Description of stored chemicals.
  3. Procedures for (~~((immediately notifying))~~) immediate notification to the (~~((superintendent))~~) Plant Manager of (~~((an))~~) any accidental spill or slug discharge which (~~((would))~~) could violate [SMC 13.03A.0201 through](#) (~~((SMC 13.03A.204))~~) [SMC 13.03A.0204](#).
  4. Procedures to prevent adverse impact from an accidental spill and/or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response. (Cross reference: 40 CFR §403.8(f)(2)(vi). See also EPA Region 10 Accidental Spill Prevention and Guidance Manual for POTWs and non-domestic users)
  5. (~~((Applications for ASPP))~~) ASPPs and/or slug (~~((discharge))~~) control (~~((plan approvals))~~) plans must be filed with the (~~((superintendent))~~) Plant Manager, upon such forms and with such information as required by the (~~((superintendent))~~) Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and may include (~~((the))~~) a fee as provided in [SMC 13.03A.1401](#).
- C. The requirement for (~~((An))~~) an ASPP or slug (~~((discharge))~~) control plan may be incorporated into a discharge permit. Updates and renewals must be filed with any request for permit transfer, modification, or renewal, change at the user facility, and whenever the user knows or reasonably should know of information affecting the plan or facts upon (~~((with))~~) which the plan was based. In addition, the (~~((superintendent))~~) Plant Manager evaluates the sufficiency of any ASPP and/or slug (~~((discharge))~~) control plan or other action to control spills or slug discharges and may order changes or updates as deemed necessary, including analysis or reports by a qualified engineer or other professional certification. If determined to be insufficient, the (~~((superintendent))~~) Plant Manager may develop such a plan at the user's expense. (Cross reference: [SMC 13.03A.0407](#))



NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 21: That SMC section 13.03A.0212 is amended to read as follows:

**13.03A.0212 Hauled Wastewater [2.12]**

- A. Hauled wastewater, including septic tank waste or industrial wastewater, may ~~((be))~~ not be introduced into the POTW except at locations and with such conditions as directed by the ~~((superintendent))~~ Plant Manager. Such wastes shall not violate this Section of this chapter or any other requirements established or adopted by the City. Wastewater Discharge Permits for individual vehicles to use such facilities shall be issued by the Plant Manager.
- B. All such wastewater is required to be tested and sampled as ordered by the ~~((superintendent))~~ Plant Manager, consistent with the purpose and objectives of this chapter and applicable federal, state, or local requirements.
- C. The ~~((superintendent))~~ Plant Manager may decline to accept any hauled wastewater or may require wastewater haulers or generators as designated by the ~~((superintendent))~~ Plant Manager to apply for discharge permit coverage.
- D. Wastewater haulers must provide a ~~((tracking form))~~ Discharge Record as required and approved by the ~~((superintendent))~~ Plant Manager for every load. ~~((This form shall include, at a minimum, the name and address of the industrial wastewater hauler, discharge permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.))~~
- E. ~~((Forms))~~ Non-domestic Wastewater Manifests under this section must be filed with the ~~((superintendent))~~ Plant Manager, with such information as required by the ~~((superintendent))~~ Plant Manager, and signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(A\)](#), ~~((and include the fee as provided in [SMC 13.03A.1401](#)))~~ Failure to submit a report form as required or apply for permit coverage when required is a violation of this chapter. (Cross reference: [SMC 13.03A.0201\(B\)\(9\)](#))
- F. Fees for dumping hauled wastes will be established as part of the user fee system as authorized in SMC 13.03 and SMC 13.03A.1401.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 22: That SMC section 13.03A.0213 is amended to read as follows:

**13.03A.0213 Causing, Contributing to Sewer Overflow Events (~~[[2.13]]~~)**

- A. No (~~customer~~) user or member of the public or other governmental entity may cause or contribute to causing a sewer overflow event, either during wet or dry weather, such that a portion of the City sewer system becomes blocked or impaired with the result that sewage flows out of the sewer system directly into the Spokane River or any place else besides remaining in the City sewer system. Where it appears that someone may be creating this kind of problem, the (~~superintendent~~) Plant Manager may notify such person and require additional monitoring or screening equipment or inspections at such person's expense. Examples of problems are (~~customer~~) user created or enhanced blockages from grease, industrial or commercial processes, or from nursing homes flushing large diapers, rags or other materials inserted into the system which are too large for the City sewer system to accommodate, which then may become lodged so to block flows.
- B. Anyone determined to have caused or contributed to an overflow or blockage event is responsible for all damage, loss or liability created thereby, including environmental damage in addition to other applicable penalties.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Article III. Wastewater Discharge Permit

Section 23: That SMC section 13.03A.0300 is amended to read as follows:

**13.03A.0300 Wastewater Discharge Permit Requirement – Individual, General Permits (~~[[3.0]]~~)**

- A. No significant industrial user (SIU) shall discharge wastewater into the POTW without first obtaining a discharge permit from the (~~superintendent~~) Plant Manager. Such permit must be enforceable and contain all the elements as required by 40 CFR 403.8(f)(1)(iii)(B). Failure to obtain a permit or permit violations are violations of this chapter. All applicable federal, state, and local pretreatment requirements and standards apply to permittees, whether or not stated in the permit.
- B. A discharge permit may be designed for an individual user (individual permit) or an identified class of users (general permit). A general permit is issued where a given class of users:
1. involve the same or substantially similar types of operations;
  2. involve applicant classes as established by the (~~superintendent~~) Plant Manager discharging the same types of wastes;

3. require the same effluent limitations;
4. require the same or similar monitoring; and
5. in the opinion of the ~~((superintendent))~~ Plant Manager, are more appropriately controlled under a general discharge permit than under individual discharge permits. (Cross reference: 40 CFR §403.8(f)(2))

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 24: That SMC section 13.03A.0301 is amended to read as follows:

### **13.03A.0301 Permits as to Existing Sources, Existing Users [3.1]**

Any existing source or existing user SIU not already permitted shall apply for a permit under this chapter. The ~~((superintendent))~~ Plant Manager may notify such persons of the requirement and allow up to sixty days for existing users and such time as required by federal law for existing sources, but this shall not exceed sixty days unless an applicant demonstrates it is entitled to additional time. This requirement also applies to existing permittees subject to new requirements under this chapter. Regardless of notification or other requirements, in no event shall an SIU subject to categorical standards fail to submit a baseline report within the one hundred eighty day deadline in 40 CFR §403.12(b). Baseline reports must be signed as provided in [SMC 13.03A.0305\(A\)](#) and fees will be assessed in accordance with ~~((accompanied by a fee as provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 25: That SMC section 13.03A.0302 is amended to read as follows:

### **13.03A.0302 Permits as to New Sources, New Users [3.2]**

At least ninety days prior to the anticipated start-up, any new source and any new user determined by the ~~((superintendent))~~ Plant Manager to be an SIU shall apply for a discharge permit and submit to the ~~((superintendent))~~ Plant Manager at a minimum, the information in [SMC 13.03A.0304\(A\) through \(E\)](#) as well as any applicable engineering reports (reference [SMC 13.03A.0203\(B\)](#) and [SMC 13.03A.0208\(A\)](#)). A new source or a new user cannot discharge without first obtaining a discharge permit. New sources and new users must include in their application the method of pretreatment they will use to meet applicable pretreatment standards and requirements as well as estimates of information in [SMC 13.03A.0304\(D\) and \(E\)](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 26: That SMC section 13.03A.0303 is amended to read as follows:

### **13.03A.0303 Discharge Permit – Extrajurisdictional Users [3.3]**

Any existing user located outside the City of Spokane city limits must comply with this chapter or a similar local pretreatment ordinance or program approved by the EPA and/or the State of Washington, specifically including existing user requirements under [SMC 13.03A.0301](#) and new source/new user requirements under [SMC 13.03A.0302](#), as a condition of any discharge permit. Compliance is a condition of continuing discharge into the POTW and violators shall ~~((in addition))~~ be subject to any and all penalties as may lawfully apply hereunder or the jurisdictional local government's approved pretreatment program.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 27: That SMC section 13.03A.0304 is amended to read as follows:

### **13.03A.0304 Discharge Permit Application Contents [3.4]**

#### **A. Permit Application Form.**

1. The ~~((superintendent))~~ Plant Manager approves the permit application form. All users required to obtain a discharge permit must submit to the ~~((superintendent))~~ Plant Manager, at a minimum, the information stated in this section and any other information requested by the ~~((superintendent))~~ Plant Manager. Categorical users must further comply with 40 CFR 403.12(b). ~~((Applications must include the permit application fee in))~~ Permit fees will be assessed in accordance with [SMC 13.03A.1401](#). Incomplete, inaccurate, or unsigned applications ((or applications without payment may be returned or conditionally processed)) will not be processed and will be returned to the user for revision.
2. Identifying information: The application must state the name and address of the facility, operator and owners.

#### **B. Permits.**

The applicant must furnish a list of any environmental control discharge permits held by or for the facility.

#### **C. Description of Operations.**

The application must state a brief description of the nature, average rate of production, and the applicable North American Industry Classification System (2007 or latest version) of the operation(s) carried out by such user, including a list of all raw materials and chemicals stored or used at the facility which are or could be accidentally or intentionally discharged into the POTW. The applicant shall further state the number

and type of employees, hours of operation, each product produced by type, process(es), and rate of production. The applicant shall state type and amount of raw materials processed (average and maximum per day) and the time and duration of discharges. The application must include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes, site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections, inspection manholes, sampling chambers, and appurtenances by size and location, floor drains, and appurtenances by size, location, and elevation.

#### D. Flow Measurement Application Information.

1. Categorical user: Average information showing the measured average daily and daily maximum flow, in gallons per day, to the POTW from each of the following:

- a. Regulated or manufacturing process streams and
- b. Other streams, as necessary, to allow use of the combined wastestream formula. (Cross reference: 40 CFR 403.6(e))

2. Non-categorical user: Information showing the measured daily average and daily maximum flows, in ~~((gpd))~~ gallons per day to the POTW from each of the following: Total process flow, wastewater treatment plant flow, total plant flow, or individual manufacturing process flow as required by the ~~((superintendent))~~ Plant Manager.

3. The City may allow for verifiable estimates of these flows where justified by cost or feasibility consideration

#### E. Measurement of Pollutants.

1. Categorical User.

- a. The user shall identify the applicable pretreatment standards for each regulated or manufacturing process.
- b. The user shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the categorical pretreatment standard or the ~~((superintendent))~~ Plant Manager) of regulated pollutants, including those encompassed in the standards in [SMC 13.03A.0201 through SMC 13.03A.0204](#) as appropriate in the discharge from each regulated or manufacturing process. Both the daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.

- c. The user shall take a minimum of one representative sample to compile data necessary to comply with subsection (E) of this section.
- d. Where an alternate concentration or mass limit has been calculated in accord with 40 CFR 403.6(e) for a categorical user, this adjusted limit, together with supporting data shall be submitted as part of the application.

## 2. Non-categorical User.

- a. The user shall identify the applicable pretreatment standards for its discharge.
- b. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration in the discharge (or mass, where required by the ~~((superintendent))~~ Plant Manager) of regulated pollutants encompassed in the standards in [SMC 13.03A.0201 through SMC 13.03A.0204](#) as applicable. Both the daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.
- c. The user shall take a minimum of one representative sample to compile data necessary to comply with subsection (E) of this section.
- d. Where the ~~((superintendent))~~ Plant Manager has developed an alternate concentration or mass limit because of dilution or other reasons, this limit, together with supporting data shall be submitted as part of the application.

## F. Certification – Qualified Professional Statement.

The application certification required in [SMC 13.03A.0305\(A\)](#) must also include a statement certified by a qualified professional, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements~~((s))~~ , including AKART.

## G. Compliance Schedule.

If additional pretreatment/O&M are required to meet the applicable pretreatment standards, the user must include the shortest schedule by which it will provide such additional pretreatment/ O&M remediation, conforming with [SMC 13.03A.0404](#) but not later than the deadlines in [SMC 13.03A.0209](#).

((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007))

((~~Section 13.03A.03042~~ Combined Wastestream Formula — Fundamentally Different Factors modifications [3.4 part]))

1. Where a user's applicable categorical standard is modified because of a removal allowance under 40 CFR §403.7, combined wastestream formula eligibility under 40 CFR §403.6(e) or fundamentally different factors variance under 40 CFR §403.13 at the time of submission of information required under [SMC 13.03A.0304\(G\)](#), the information required under [SMC 13.03A.0304\(F\) and \(G\)](#) apply to the modified limits. It is the ((submitter's)) user's responsibility to identify and disclose the modification conditions stated.

2. Where an applicable categorical standard is modified because of a removal allowance under 40 CFR §403.7, combined wastestream formula eligibility under 40 CFR §403.6(e), or fundamentally different factors under 40 CFR §403.13 after submission of information required under [SMC 13.03A.0304\(F\) and \(G\)](#), a report containing information pertaining to such modification shall be submitted within sixty days after the new limit is approved, signed as required in [SMC 13.03A.0305\(A\)](#) with a report review fee specified in [SMC 13.03A.1401](#).

3. The user must obtain ((superintendent)) Plant Manager approval for combined wastestream formula or fundamentally different factors variations if not submitted as part of a permit application. This may also be done through permit modification where applicable. However accomplished, the user must make an application therefore on forms supplied or approved by the ((superintendent)) Plant Manager, sign the form as provided in [SMC 13.03A.0305\(B\)](#) and pay the fee for review specified in [SMC 13.03A.1401](#) to the extent documents needed by the ((superintendent)) Plant Manager have not been otherwise submitted and a review fee otherwise paid.

H. The user shall submit any other information as may be deemed necessary by the Plant Manager, in their discretion, to evaluate the Wastewater Discharge Permit Application.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 28: That SMC section 13.03A.0305 is amended to read as follows:

### **13.03A.0305 Signatory and Certification Requirement [3.5]**

A. All discharge permit applications and user reports under this chapter must be signed by an authorized representative as defined in [SMC 13.03A.0103](#). The signatory must further included the following certification:



I certify under penalty of perjury of the laws of the State of Washington (or state of execution):

1. That I am authorized to sign this statement on behalf of the person or entity for which it is submitted.
  2. That this document and all attachments are reliable and were prepared based upon my personal knowledge or under my direction or supervision, after diligent inquiry in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.
  3. Based on my knowledge or inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting inaccurate or false information, including the possibility of fine and imprisonment. ~~((NOTE: [SMC 10.08.085](#) provides that negligent or careless submission of false or inaccurate statements is a misdemeanor and gross negligence or a knowing or willful submission of false or inaccurate statements is a gross misdemeanor.)))~~
- B. Anything other than the documents noted in subsection (A) of this section must be signed by an authorized representative of the person submitting such item and include a statement that the signatory is authorized to make the submission, has made diligent inquiry to verify any information. The submittal must be made and state that it is made under penalty of perjury of the laws of the state of the signing person, together with any proof of authority or authorization to execute and any statements required in this section or ordered by the ~~((superintendent))~~ Plant Manager.
- C. The person submitting any item is under a continuous duty and obligation to update in writing, under the same formalities, in a prompt and complete manner, any information provided whenever there is a material change. (NOTE: Designations of authorized representative must be kept updated at all times.)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 29: That SMC section 13.03A.0306 is amended to read as follows:

### **13.03A.0306 Discharge Permit Decisions [3.6]**

- A. The ~~((superintendent))~~ Plant Manager ~~((evaluates the permit application and determines whether to grant the application within thirty days of receipt of a complete application and full responses to any questions the superintendent may have. The superintendent may extend this time an additional thirty days. After sixty days, if no action has been taken, the application is deemed denied, the sixty first day being the~~



~~date of issuance for appeal purposes.))~~ will evaluate the data furnished by the user and may require additional information. Within 30 days of receipt of a complete wastewater discharge permit application, the Plant Manager will determine whether or not to issue a wastewater discharge permit. Upon a determination to issue, the permit shall be issued within 180 days of full evaluation and acceptance of the data furnished. The Plant Manager may deny any application for a wastewater discharge permit.

- B. Except where otherwise noted, the ~~((superintendent))~~ Plant Manager acts by issuing a written decision to the applicant. In addition, the decision shall be published on the City's Industrial Pretreatment Program website, or in a newspaper of general circulation in Spokane County ~~((posted on the City's web site or published in the City's Official Gazette))~~. When a decision is issued, the date of issuance for purposes of appeal by the applicant is three days from mailing, if mailed, the date of electronic delivery, if delivered electronically (e.g. email), or date of personal delivery, whichever first occurs. As to persons other than the applicant, when a decision is issued, the date of issuance is the date of posting of the decision on the City's web site, publication of a notice of the decision in a newspaper of general circulation in Spokane County ~~((in the City's Official Gazette publication))~~, or delivery of the decision to persons requesting delivery, whichever occurs first ~~((occurs))~~.
- C. The ~~((superintendent))~~ Plant Manager may require any user, as a condition of permit issuance, renewal or otherwise, to pay any outstanding fines, penalties, service charges or other applicable outstanding fees relating to its discharge, enjoyment of municipal utility services or any enforcement order.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 30: That SMC section 13.03A.0307 is amended to read as follows:

### **13.03A.0307 Discharge Permit Contents [3.7]**

- A. Discharge permits include such conditions determined appropriate by the ~~((superintendent))~~ Plant Manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, protect against damage to the POTW or otherwise deemed necessary under the City's pretreatment regulatory program. All discharge permits must further specifically include all the elements as required by 40 CFR §403.8(f)(1)(iii)(B). Not by way of limitation, these include:
1. the issuance date, effective date (if different), and expiration date. The expiration date may not exceed five years from the effective date;
  2. provision for annual inspection and any applicable arrangements therefore. Payment of the annual inspection fee is required as specified in [SMC 13.03A.1401](#);

3. a statement that the discharge permit is ~~((nontransferable))~~ non-transferable except upon written ~~((superintendent))~~ Plant Manager approval and acceptance by the transferee/owner/operator of all permit (control mechanism) conditions, together with any additional requirements of transfer approval;
4. effluent limits, including best management practices, based on applicable pretreatment standards and requirements, including any special state requirements;
5. self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements, including an identification of pollutants to be monitored, BMPs, sampling location, sampling frequency, and sample type, based upon federal, state and local requirements;
6. requirement for immediate notification to the City whenever self-monitoring or other information indicates non-compliance;
7. requirement to report bypass or upset of a pretreatment facility;
8. requirement to report immediately to the City all discharges, including slug loadings, that could cause problems to the POTW;
9. requirements for the SIU reporting non-compliance to repeat sampling and analysis and submit results to the ~~((superintendent))~~ Plant Manager within thirty days of becoming aware, or from the time the SIU should reasonably have become aware of a violation;
- 10.a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule, which shall not exceed that required by law;
- 11.requirements to control accidental spill/slug discharge, which may be included in an accidental spill prevention/slug discharge control plan. The ~~((superintendent))~~ Plant Manager orders such a plan whenever determined necessary as provided in [SMC 13.03A.0211](#);
- 12.any grant of a monitoring waiver by the ~~((superintendent))~~ Plant Manager must be included as a condition in the user's discharge permit or other control mechanism.

B. Discharge permits may include, but need not be limited to, the following conditions:

1. limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
  3. requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or ~~((nonroutine))~~ non-routine discharges;
  4. development and implementation of wastewater minimization plans to reduce the amount of pollutants discharged to the POTW;
  5. the unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW, but any charges or fees remain subject to adjustment;
  6. requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
  7. a statement that compliance with the individual discharge permit or the general discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state or local pretreatment standards, including those which become effective during the term of the individual discharge permit or the general discharge permit;
  8. any special terms and/or agreements the ~~((superintendent))~~ Plant Manager chooses to continue or develop between the City and user; and
  9. other BMPs or conditions as deemed appropriate by the ~~((superintendent))~~ Plant Manager to assist compliance with this chapter, and applicable federal and state requirements.
- C. The ~~((superintendent))~~ Plant Manager may require any user to submit an onsite stormwater management plan or other provisions deemed necessary to meet the purpose and intent of this chapter and include such requirements in the discharge permit. The ~~((superintendent))~~ Plant Manager may require provisions for handling, monitoring, and sampling of stormwater to be included in the plan or permit. The ~~((superintendent))~~ Plant Manager may require other information, including an analysis, report or certification by an engineer or other qualified professional to support permit or plan requirements, signed as required in [SMC 13.03A.0305\(A\)](#) and submitted with a fee required in [SMC 13.03A.1401](#).
- D. An incomplete or inaccurate permit is no defense for non-compliance with applicable pretreatment standards and requirements. The City relies upon regulated users and persons to proactively identify and disclose compliance problems and permit inaccuracies or deficiencies, as specialists in those particular industries and

occupations they may pursue. Notwithstanding, the ~~((superintendent's))~~ Plant Manager's exercise of discretion and judgment consistent with this chapter shall always be granted full deferential consideration of enforcing agency expertise, in case of dispute with any regulated user or person.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 31: That SMC section 13.03A.0308 is amended to read as follows:

### **13.03A.0308 Permit Appeals**

See ~~((SMC 13.03A.0904))~~ SMC 13.03A.0904.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 32: That SMC section 13.03A.0310 is amended to read as follows:

### **13.03A.0310 Permit Modification [3.10]**

- A. The ~~((superintendent))~~ Plant Manager may modify a discharge permit with or without a request to do so:
1. to incorporate any new or revised federal, state, or local pretreatment standards or requirements;
  2. to address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the discharge permit issuance in the opinion of the ~~((superintendent))~~ Plant Manager;
  3. where there is a change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge in the opinion of the ~~((superintendent))~~ Plant Manager;
  4. where there is information indicating that the discharge poses a threat to the POTW, City personnel, any beneficial sludge use, or the receiving waters in the opinion of the ~~((superintendent))~~ Plant Manager;
  5. because of violation of any terms or conditions of the individual discharge permit;
  6. because of misrepresentations or failure to fully disclose all relevant facts in the permit application or in any required reporting;

7. because of a revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR §403.13;
8. to correct typographical or other errors in the individual discharge permit; or
9. to reflect a transfer of the facility ownership or operation to a new owner or operator where requested; or
10. for any other reason deemed due and sufficient.

**B. Modification Requests.**

Permit modification requests must be verified, signed by an authorized representative as provided in [SMC 13.03A.0305\(B\)](#) and include a fee as specified in [SMC 13.03A.1401](#). Submitting a permit modification request does not stay the running of the time within which an administrative appeal from a permit decision must be filed with the City hearing examiner. A permit modification is not required if there is no substantial change in a discharge, no increased pollutants or other conditions upon which modifications may be based, all in the opinion of the ~~((superintendent))~~ Plant Manager. Permit modification requests must address changes in slug control plans and industrial stormwater.

**C. Notice.**

If the ~~((superintendent))~~ Plant Manager deems the modification significant, notice is issued in like manner as an original permit decision and may be appealed in the same manner as for a permit decision.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 33: That SMC section 13.03A.0311 is amended to read as follows:

**13.03A.0311 Permit Transfer [3.11]**

- A. Upon written approval of the ~~((superintendent))~~ Plant Manager, discharge permits may be transferred to a new owner or operator. An applicant must give at least thirty days advance notice to the ~~((superintendent))~~ Plant Manager. Applications must be filed with the ~~((superintendent))~~ Plant Manager, upon such forms and with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and include the fee as provided in [SMC 13.03A.1401](#).
- B. Applications must include a written statement by an authorized representative of the transferee, signed under penalty of perjury of the laws of the State of Washington or the state ~~((or))~~ of residence of the signatory which:

1. states that the transferee applicant has no plans to change the facility's operations and processes;
  2. acknowledges the obligation to apply for a discharge permit modification in writing should any such change be planned prior to implementing such change;
  3. identifies the specific date on which the transfer is requested to occur; and
  4. acknowledges full responsibility for complying with the existing discharge permit;
  5. permit modification requests must address changes in slug control plans and industrial stormwater.
- C. If there are no changes in the facility, operation, or discharge and proper advance notice was given, the ~~((superintendent))~~ Plant Manager may consider the transferee as an existing user upon satisfaction of the conditions of this section. If a transfer request is not submitted as required, the permit expires and a new application must be made. The ~~((superintendent))~~ Plant Manager may impose any temporary conditions on continuing discharge of permit expiring under this provision until a new permit is obtained.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 34: That SMC section 13.03A.0312 is amended to read as follows:

### **13.03A.0312 Discharge Permit Revocation, Suspension [3.12]**

The ~~((superintendent))~~ Plant Manager may suspend or revoke any discharge permit because of:

- A. failure to notify the ~~((superintendent))~~ Plant Manager of significant changes to the wastewater in advance. A "significant change" is one which affects compliance with applicable pretreatment standards or requirements;
- B. failure to provide prior written notification to the ~~((superintendent))~~ Plant Manager of changed conditions;
- C. misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. late filing or significant or repeated errors or falsifying ~~((self-monitoring))~~ self-monitoring reports, certification statements, or any other disclosures;
- E. tampering with monitoring equipment;

- F. refusing to allow the ~~((superintendent))~~ Plant Manager timely access to the facility premises and records;
- G. failure to meet discharge/effluent limitations;
- H. failure to pay discharge permit fees or other charges assessed under the authority of this chapter, including fines or penalties;
- I. failure to pay application, sewer, or other applicable charges;
- J. failure to meet compliance schedules;
- K. failure to complete a wastewater survey or wastewater discharge permit application;
- L. failure to ~~((apply))~~ provide advance notice ~~((for))~~ of a permit transfer or modification where needed;
- M. if the City has to invoke its emergency provision as cited in SMC 13.03A.0903
- ~~((M))~~ N. violation of any pretreatment standard or requirement, or any terms or conditions of an applicable discharge permit or this chapter; or
- ~~((N))~~ O. any other reason stated in this chapter or otherwise deemed due and sufficient.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 35: That SMC section 13.03A.0313 is amended to read as follows:

### **13.03A.0313 Discharge Permit Renewal [3.13]**

A user with an expiring discharge permit desiring to continue to discharge must apply for a renewal, updating all information required in the original application. Applications must be filed with the ~~((superintendent))~~ Plant Manager, upon such forms and with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in SMC 13.03A.0305(B). ~~((and include the fee as provided in SMC 13.03A.1401.))~~ Permit fees will be assessed in accordance with SMC 13.03A.1401. The renewal application must be received as required no later than one hundred eighty calendar days prior to the expiration of the user's existing discharge permit. If a renewal is timely submitted in complete form, signed and with appropriate fees, the expiring permit may be deemed to continue until the permit is renewed, a new

permit issued, the permit is denied or other action is taken. A user whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein will be deemed to be discharging without a wastewater discharge permit.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 36: That SMC section 13.03A.0314 is amended to read as follows:

### **13.03A.0314 Regulation of Wastewater Received from Other Jurisdictions**

- A. Any user outside the City sanitary sewer service area who proposes to discharge wastewater into the City's POTW shall enter into an inter-local agreement with the contributing governmental entity (city, town, county, sewer district, or other municipal corporation recognized by state law). The agreement shall affix responsibilities in an enforceable manner to ensure that the pretreatment program is fully and equitably administered in all contributing jurisdictions. Any agreement or modification to such an agreement shall be reviewed by the City's legal counsel and shall be submitted, together with the opinion that it is legally sufficient, to the approval authority (State department of ecology) and processed as a minor program modification.
- B. Prior to entering into an agreement required above, the (~~superintendent~~) Plant Manager shall request the following information from the contributing governmental entity:
  - 1. A description of the quality and volume of wastewater discharged to the POTW by the contributing governmental entity;
  - 2. An inventory of all users located within the contributing governmental entity that are discharging to the POTW; and
  - 3. Such other information as the (~~superintendent~~) Plant Manager may deem necessary.
- C. An inter-local agreement, as provided above shall contain the following provisions:
  - 1. Requirements for contributing governmental entities to adopt a sewer use ordinance or pretreatment ordinance which establishes pretreatment standards and requirements as stringent as in this chapter. The ordinance provisions and limits must be revised to conform within a reasonable time frame (within nine months) to any future revisions of this chapter;
  - 2. Requirements for the contributing governmental entity to submit a revised user inventory on at least an annual basis, and reinforce requirements to obtain a permit prior to discharge;



3. A clear division of responsibilities for implementing each pretreatment related activity under this chapter or in the City's NPDES permit(s). The tasks include reinforcing prohibitions, locating users, issuing wastewater discharge permits, conducting inspections, sampling, evaluating compliance, initiating enforcement, and reporting compliance. Any activities which will be conducted jointly by the contributing governmental entity and the ~~((superintendent))~~ Plant Manager must also be identified;
4. Requirements for the contributing governmental entity to provide the ~~((superintendent))~~ Plant Manager access to all information that the contributing governmental entity obtains as part of its pretreatment activities;
5. The nature, quality (e.g. conventional and toxic pollutant concentrations), and volume (peak and average flow rates) the contributing municipality is allowed to discharge to the City, how and where compliance will be measured, how fees for service and surcharges will be established, and how additional loading capacity, if needed, will be negotiated;
6. Provisions ensuring that the ~~((superintendent))~~ Plant Manager may enter and inspect users located within the contributing governmental entity's jurisdictional boundaries to confirm that the pretreatment program is being properly administered and users are properly categorized; and
7. Provisions for addressing any breach of the terms of the inter-local agreement.

Section 37: That SMC section 13.03A.0401 is amended to read as follows:

#### **13.03A.0401 Baseline Monitoring Reports [4.1]**

##### **A. Existing and New Sources.**

1. Existing Source.  
Within either one hundred eighty days after the effective date of a categorical pretreatment standard, or the final EPA administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing sources shall submit to the ~~((superintendent))~~ Plant Manager a report as required in this section, also called a baseline monitoring report or BMR. BMRs must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a fee as provided in [SMC 13.03A.1401](#).
2. New Source.  
No more than ninety days ~~((after))~~ prior to commencement of their discharge, new sources, and sources that become CIUs subsequent to the promulgation of an applicable categorical standard, shall submit to the ~~((superintendent))~~ Plant Manager a report as required in this section. A new source shall

additionally report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. Reports must be signed as provided in [SMC 13.03A.0305\(A\)](#). ~~((and accompanied by a fee as provided))~~ Fees will be assessed in accordance with ((in)) [SMC 13.03A.1401](#). (Cross reference: 40 CFR §403.12(b)(1)-(7))

B. Users identified in subsection (A) of this section must submit the following information:

1. Identifying information: The name and address of the facility, operator, and owners.
2. Permits: A list of any environmental control discharge permits held by or for the facility.
3. Description of operations: A brief description of the nature, average rate of production, and the North American Industry Classification of the operation(s) carried out by such user. This must include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes.
4. Flow measurement ~~((application information))~~: Information showing the measured average daily and daily maximum flow, in gallons per day, to the POTW from each of the regulated or manufacturing process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e). (See also definition in [SMC 13.03A.0103](#))
5. Measurement of Pollutants.
  - a. The categorical pretreatment standards for each regulated or manufacturing process.
  - b. The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the categorical pretreatment standard or the ~~((superintendent))~~ Plant Manager) in the discharge from each regulated or manufacturing process. Instantaneous, daily maximum, and long-term average concentrations (or mass, where required) shall be reported on forms signed as required under [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with [SMC](#) ((with a review fee as provided in)) [SMC 13.03A.1401](#). The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.
6. Statement by qualified professional: The user must submit a statement reviewed by an authorized representative and certified by a qualified professional signed as provided in [SMC 13.03A.0305\(A\)](#). ~~((and with the fees~~

provided in)) Fees will be assessed in accordance with SMC 13.03A.1401. The statement must indicate whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements, to include without limitation AKART.

7. Compliance schedule: If additional pretreatment/O&M are required to meet the applicable pretreatment standards, the user must include the shortest schedule by which it will provide such additional pretreatment and/or O&M remediation. The compliance schedule must meet the requirements in [SMC 13.03A.0404](#). It must be signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((and be submitted with the fee provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 38: That SMC section 13.03A.0402 is amended to read as follows:

### **13.03A.0402 Compliance Report Deadlines – Initial Reports [4.2]**

#### **A. Deadlines.**

1. Within the earliest applicable date of ninety days following:
    - a. The date for final compliance of an existing significant industrial user with applicable pretreatment standards and requirements,
    - b. The date for final compliance in federal categorical standards, or
    - c. The date for final compliance set in a discharge permit; or
  2. In the case of a new source or a new user determined by the ~~((superintendent))~~ Plant Manager to fit the definition of a significant industrial user, within ninety days following the commencement of discharge.
  3. The affected user must submit to the ~~((superintendent))~~ Plant Manager a report as outlined in [SMC 13.03A.0304\(D\) through \(F\)](#) inclusive, and certified as provided in [SMC 13.03A.0305\(A\)](#), Fees will be assessed in accordance with [SMC 13.03A.1401](#) ~~((with fee paid as provided in))~~ ~~((if not already paid))~~.
- B. For users subject to equivalent mass or concentration limits established by the City in accord with 40 CFR 403.6(c), the report in subsection (A) of this section shall contain a reasonable measure of the user's long term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable

pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period, and signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((with review fee provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ [March 27, 2012](#).

Section 39: That SMC section 13.03A.0403 is amended to read as follows:

### **13.03A.0403 Periodic Compliance Reports [4.3]**

- A. Any user that is required to have a discharge permit and performs self-monitoring must comply with 40 CFR §403.12 and submit to the ~~((superintendent))~~ Plant Manager by June fifteenth and December fifteenth of each year, unless required on other dates or more frequently ~~((or more often))~~ if ordered by the ~~((superintendent))~~ Plant Manager, a report on the nature of its effluent (discharge) over the previous reporting period. The frequency of monitoring is stated in the discharge permit, but no less than two samples per year at least five months apart.
- B. The report must include a record of the nature and concentration (and mass if specified in the discharge permit) of pollutants listed in the discharge permit and a record of all flow measurements (average and maximum) taken at the designated sampling locations as well as any other information required in this chapter or the permit for the reporting period. Production data must be reported if required by the permit. Both daily maximum (maximum daily) and average concentration (or mass, where required) must be reported. If a user sampled and analyzed more frequently than required using methodologies in 40 CFR Part 136 during the reporting period, those results must also be submitted.
- C. If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the ~~((superintendent))~~ Plant Manager, using the procedures prescribed in Article V of this ~~((ordinance))~~ chapter, the results of the monitoring shall be included in the report. (See 40 CFR §403.12(g)(6)).
- D. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the ~~((superintendent))~~ Plant Manager or the pretreatment standard necessary to determine the compliance status of the user.
- E. Any user subject to equivalent mass or concentration limits established by the ~~((superintendent))~~ Plant Manager or by unit production limits in an applicable categorical pretreatment standard must report production data as stated in [SMC 13.03A.0402\(B\)](#).

- F. If the ~~((superintendent))~~ Plant Manager calculated limits to factor out dilution flows or non-regulated flows, the user is responsible to provide flows from regulated process flows, dilution flows and non-regulated process flows.
- G. Flows must be reported on the basis of actual measurement, provided however, that the ~~((superintendent))~~ Plant Manager may accept reports of average and maximum flows estimated by verifiable techniques if the ~~((superintendent))~~ Plant Manager determines that actual measurement is not feasible.
- H. All wastewater samples must be representative of the user's ~~((discharge))~~ daily operations and shall be taken in accordance with the requirements specified in Article 5 of this chapter. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- I. The ~~((superintendent))~~ Plant Manager may require reporting by users that are not required to have a discharge permit if information or data is needed to establish a sewer rate, determine the treatability of the user's effluent (discharge), or any other factor related to the operations or maintenance of the POTW.
- J. The ~~((superintendent))~~ Plant Manager may require self-monitoring by the user, or if requested by the user, may but need not agree to perform compliance monitoring needed to prepare compliance reports required under this section. If the ~~((superintendent))~~ Plant Manager performs such service, the user must pay all charges as specified by the ~~((superintendent))~~ Plant Manager as an additional cost of utility service. The City is under no obligation to perform periodic compliance monitoring for a user.
- K. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\).](#) Fees will be assessed in accordance with ~~((and accompanied by a review fee as provided in))~~ [SMC 13.03A.1401.](#)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 40: That SMC section 13.03A.0404 is amended to read as follows:

#### **13.03A.0404 Compliance Schedules to Meet Applicable Pretreatment Requirements [4.4]**

- A. Whenever a compliance schedule is set up under this chapter, it must include increments of progress or milestones with dates for accomplishment of each milestone. The milestones are major events leading to construction and operation of pretreatment required for the user to meet applicable pretreatment standards (e.g.

hiring an engineer, completing preliminary plans, final plans, signing contracts, commencing construction, completing construction, by way of examples).

- B. No milestone time increment in subsection (A) of this section (~~((may))~~) shall exceed nine months.
- C. Not later than fourteen days following each milestone date, and the final date for compliance, the user must submit a progress report to the (~~((superintendent))~~) Plant Manager specifying whether it has complied with the schedule and if not, when it expects to comply, reasons for delay and steps taken to avoid further delays. Not more than nine months (~~((may))~~) shall elapse between milestone reports. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) Fees will be assessed in accordance with (~~((and accompanied by a review fee as provided in))~~) [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~((December 20, 2007))~~) March 27, 2012.

Section 41: That SMC section 13.03A.0405 is amended to read as follows:

#### **13.03A.0405 Notification of Significant Production Changes [4.5]**

- A. Any user operating under a discharge permit incorporating equivalent mass or concentration limits shall notify the (~~((superintendent))~~) Plant Manager in writing within two business days after the user knows or has a reasonable basis to know that production levels will significantly change in the ensuing calendar month and request approval. A user failing to give such notice and obtain approval in writing is required to comply with existing limits in the permit. A significant production level change is one as has been specified by the (~~((superintendent))~~) Plant Manager as significant, or in absence of this, a change of twenty percent or greater. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).
- B. Additionally, the user must submit a permit modification application as provided in [SMC 13.03A.0310](#), which must include an engineering report detailing the features of the change, including pertinent data and analysis.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~((December 20, 2007))~~) March 27, 2012.

Section 42: That SMC section 13.03A.0407 is amended to read as follows:

#### **13.03A.0407 Notice of Potential Problems, Accidental Spills, Slug Loads [4.7]**

- A. In the case of an accidental spill or slug (~~((discharge))~~) load, the user shall immediately telephone and notify the (~~((superintendent))~~) Plant Manager of the incident. This



notification shall include the location of the discharge, date and time thereof, type of waste, concentration and volume, and corrective actions taken by the user. The user must pay any costs incurred by the City to remediate the spill or discharge, including out of pocket and in-house time and expense costs, fish kills, environmental remediation, other damages to person or property, as well as any applicable fines and penalties from any regulatory agency. Service charges or costs incurred by the City shall be ~~((added to the service bill))~~ invoiced to the customer from which the accidental spill or slug ~~((discharge))~~ load originated. This shall not limit any right of recovery of such damages, expenses, fines and penalties against any other responsible party.

- B. Within five days following an accidental spill or slug ~~((discharge))~~ load, the user shall, unless waived by the ~~((superintendent))~~ Plant Manager, submit a detailed written report describing the cause(s) of the accidental spill or slug ~~((discharge))~~ load and the measures to be taken by the user to prevent similar future occurrences. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of an accidental spill or slug ~~((discharge))~~ load. Employers shall ensure that all employees who could cause or might be aware of an accidental spill or slug ~~((discharge))~~ load occurring are advised of the emergency notification procedure. (Cross reference: [SMC 13.03A.0211](#)).
- D. Significant ~~((industrial))~~ Industrial ~~((users))~~ Users are required to notify the ~~((superintendent))~~ Plant Manager immediately of any changes at its facility affecting the potential for a slug ~~((discharge))~~ load.
- E. Failure to pay any fees, costs or assessments associated with potential problems, accidental spills and/or slug loads may result in revocation of permit or termination of service.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 43: That SMC section 13.03A.0408 is amended to read as follows:

### **13.03A.0408 Non-compliance Reporting [4.8 modified]**

If sampling performed by a user indicates a violation, the user must notify the ~~((superintendent))~~ Plant Manager within twenty-four hours of becoming aware of the violation. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this chapter. The user shall also repeat the sampling and analysis

and submit the results of a repeat analysis to the ~~((superintendent))~~ Plant Manager within thirty days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis. Resampling ~~((by the industrial user))~~ is not required if:

- A. the City performs sampling at the user's facility at least once a month, or
- B. if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City ~~((received))~~ receives the results of this sampling. ~~((, or if the City has performed the sampling and analysis in lieu of the industrial user.))~~ (See 40 CFR §403.12(g)(2)).

Any costs associated with sampling or resampling shall be borne by the User.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 44: That SMC section 13.03A.0409 is amended to read as follows:

#### **13.03A.0409 Notice of Changed Discharge [4.9]**

- A. Users must notify the ~~((superintendent))~~ Plant Manager in writing at least ninety days (preliminary notice), followed by a confirming notice at least thirty days before any substantial change in volume or character of pollutants in their discharge, and any significant manufacturing process changes or pretreatment modifications which could be reasonably expected to result in such a pollutant change. As used herein, a substantial or significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter specified by the ~~((superintendent))~~ Plant Manager. Where advance notice is not possible or has not been given, notice shall be given as required in [SMC 13.03A.0407](#), but that does not excuse compliance with this section. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((and accompanied by a review fee as provided in))~~ [SMC 13.03A.1401](#).
- B. Additionally, the user must submit a permit modification application as provided in [SMC 13.03A.0310](#), which must include an engineering report detailing the features of the change, including pertinent data and analysis.

Section 45: That SMC section 13.03A.0410 is amended to read as follows:

#### **13.03A.0410 Notice from Users Without Permits [4.10]**

The ~~((superintendent))~~ Plant Manager may order users not subject to permits to submit any reports, information or sampling as deemed necessary, or require said users to permit City inspection of any records or inspection and sampling of their premises and facilities



at their expense. This is a condition of continued utility service, in addition to any other applicable remedies. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 46: That SMC section 13.03A.0411 is amended to read as follows:

#### **13.03A.0411 Record Keeping [4.11]**

All users must maintain records of any information relating to any reporting or disclosure requirements under this chapter and the same shall be readily available for inspection and copying by the ((superintendent)) Plant Manager ((in Spokane County)) upon request. Such records shall further include any monitoring results, whether or not required under this chapter. Sampling records must include the date, exact place, method, and time of sampling, name of the person taking the sample, dates analyses were performed, who performed them, analytical techniques or methods used, and the results, including documentation under best management practices. All such records must be maintained for at least three years, unless a longer time is ordered by the ((superintendent)) Plant Manager. If any enforcement action or litigation arises in relation to this chapter, the retention period is automatically extended to an additional one year after final disposition by the last court of resort.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 47: That there is adopted a new section 13.03.0412 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

#### **13.03A.0412 Electronic Reporting**

The City of Spokane Industrial Pretreatment Program accepts electronic documents and signatures using a system compliant with 40 CFR Part 3 (Cross-Media Electronic Reporting). Users that are required to send electronic documents and signatures to the City to satisfy the requirements of this Chapter must submit a signed Subscriber Agreement to the City for approval, and register online for the reporting service that the City has available.

#### **Article V. Sampling and Analytical Requirements**

Section 48: That SMC section 13.03A.0501 is amended to read as follows:

#### **13.03A.0501 Sampling Requirements for Users [5.1]**

##### **A. Samples.**

1. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds. For all other pollutants, twenty-four hour composite samples must be obtained through ~~((flow-proportional))~~ time-proportional composite sampling techniques, unless ~~((time-proportional))~~ flow-proportional composite sampling or grab sampling is ~~((authorized))~~ required by the ~~((superintendent))~~ Plant Manager. The samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the industrial user file for the facility or facilities.
  2. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and applicable EPA guidance, multiple grab samples collected during a twenty-four hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field. For volatile organics and oil and grease, the samples may be composited in the laboratory.
  3. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the ~~((superintendent))~~ Plant Manager, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- B. For sampling required in support of baseline monitoring and ninety day compliance reports, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities or processes for which historical sampling data do not exist. For facilities for which historical sampling data are available, the ~~((superintendent))~~ Plant Manager may authorize a lower minimum. For the reports required by 40 CFR 403.12(e) and (h), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements. (Cross reference: Ninety-day report, see [SMC 13.03A.0402](#) and 40 CFR 403.12(b) and (d))
- C. Samples shall be taken immediately downstream from pretreatment facilities if such exist, or immediately downstream from the regulated or manufacturing process if no pretreatment facilities exist. The location shall be specified in the discharge permit. For categorical users, when wastewater subject to a categorical pretreatment standard is mixed with other wastewater, the user shall measure the flows and concentrations necessary to allow use of a combined wastestream formula (CWF) in accordance with 40 CFR 403.6(e) to evaluate compliance with applicable categorical standards. For other SIUs, wastewater for which the City has adjusted its local limits to factor out dilution flows, the user shall measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standards.

D. All sample results shall indicate the time, date and place of sampling, and methods of analysis and shall certify that the wastestream sampled is representative of normal work cycles and expected pollutant discharges from the user. If a user sampled and analyzed more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 49: That SMC section 13.03A.0502 is amended to read as follows:

#### **13.03A.0502 Analytical Requirements [5.2]**

All pollutant analyses, including sampling techniques, must be performed by a laboratory accredited by the Washington State Department of Ecology in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, sampling and analyses must be performed in accord with procedures approved by the EPA.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 50: That SMC section 13.03A.0503 is amended to read as follows:

#### **13.03A.0503 City Monitoring of User Wastewater [5.3]**

The City uses the procedures in [SMC 13.03A.0501](#) and [SMC 13.03A.0502](#) to monitor user wastewater.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

### **Article VI. Compliance Monitoring**

Section 51: That SMC section 13.03A.0601 is amended to read as follows:

#### **13.03A.0601 Inspection and Sampling [6.1]**

~~((A-))~~ As a condition of continued utility service and requirement of this chapter, the ~~((superintendent))~~ Plant Manager has a right of entry on any premises to determine whether a user is complying with all requirements of this chapter and any discharge permit or order issued hereunder. All users must fully cooperate to allow the ~~((superintendent))~~ Plant Manager ready access to all parts of any premises with their ownership or control for the purposes of inspection, sampling, records examination and

copying, or other needs the ~~((superintendent))~~ Plant Manager may require. Users must make necessary arrangements on request of the ~~((superintendent))~~ Plant Manager or other City representatives for prompt access.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Plant Manager will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The ~~((superintendent))~~ Plant Manager may set up or install such devices he may deem necessary to conduct sampling and/or metering of the user's operations at any location needed, or may require the user to install and maintain monitoring equipment as he deems necessary. The user must protect such equipment and promptly report any problems or comply with any other ~~((superintendent))~~ Plant Manager instructions relating to said equipment. All devices used to measure wastewater flow and quality shall be calibrated on such schedule as ordered by the ~~((superintendent))~~ Plant Manager to ensure accuracy. Any expenses related to cost or use of equipment and testing or access thereto must be paid by the user within thirty days of billing by the ~~((superintendent))~~ Plant Manager.
- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Plant Manager and shall not be replaced. The costs of clearing such access shall be borne by the user.
- D. Unreasonable delays in allowing the Plant Manager access to the user's premises shall be a violation of this chapter.
- ~~((G))~~ E. All costs incurred by the City shall be billed in accord with applicable rates or on a time and materials basis, as ordered by the ~~((superintendent))~~ Plant Manager and paid by the party billed or otherwise responsible. ~~((Charges remaining unpaid shall be added to the user's utility bill after thirty days.))~~

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 52: That SMC section 13.03A.0602 is amended to read as follows:

#### **13.03A.0602 Monitoring Facilities [6.2]**

- A. Each user must provide and operate at its own expense and liability a good and sufficient monitoring facility to allow inspections, sampling, and flow measurement of all discharges to the POTW or for other needs identified by the ~~((superintendent))~~ Plant Manager. The monitoring facility must be located on the user's premises unless otherwise authorized by the ~~((superintendent))~~ Plant Manager. No facilities may be

located in the public right-of-way without permission of the ~~((superintendent))~~ Plant Manager and the City's director of public works. All such facilities must further comply with all City right-of-way obstruction and use permitting requirements and such authorization is subject to revocation at any time. In addition, as a condition of location in the right-of-way, a user must participate in the one-call underground locator requirements consistent with applicable provisions of chapter 19.122 RCW and must fully indemnify and hold harmless the City from all loss or liability connected with right-of-way use. A user must move its facilities at its expense and liability whenever requested by the City director of public works and utilities because of other municipal needs.

- B. A User must always maintain adequate space for sampling access. The monitoring facility and any sampling or measuring equipment must be well maintained by the user at all times. All devices used to measure wastewater flows and quality must be properly calibrated to ensure accuracy, with records of such calibration maintained by the user.
- C. The ~~((superintendent))~~ Plant Manager may require the user to install additional monitoring facilities and equipment as deemed necessary. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. In default of user action, the City may proceed to accomplish any requirements and the cost thereof will be added to the user's utility bill if unpaid.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 53: That SMC section 13.03A.0603 is amended to read as follows:

### **13.03A.0603 Search Warrants [6.3]**

If the ~~((superintendent))~~ Plant Manager has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter or any other laws relative to the ~~((superintendent))~~ Plant Manager's authority, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this chapter or any discharge permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the ~~((superintendent))~~ Plant Manager may seek issuance of a search and/or seizure warrant from any court of competent jurisdiction. Such warrant shall be served at reasonable hours by the Plant Manager and/or a uniformed police officer of the City.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 54: That SMC section 13.03A.0604 is amended to read as follows:

**13.03A.0604 Vandalism, Tampering, Disturbing Equipment or Property [6.4]**

It is a violation of this chapter for anyone to vandalize, damage, disturb, tamper with, or injure any facility, equipment or property used in connection with fulfilling the requirements of this chapter or any part or appurtenance of the POTW.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

**Article VII. Confidential Information**

Section 55: That SMC section 13.03A.0701 is amended to read as follows:

**13.03A.0701 Confidential Information (~~[7.1]~~)**

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements will be freely available to the public (See 40 CFR §2.302). Users may request confidentiality however in accord with this section.

- A. When users submit information to the (~~superintendent~~) Plant Manager or provide information to inspectors, users may request that specific information be maintained as confidential. Users must identify the specific information in writing at the time of submittal and describe why it is entitled to confidentiality under 40 CFR §403.14 as information submitted to a POTW or any other applicable law. (Cross reference: 40 CFR Part 2, including 40 CFR §2.302.)
- B. Blanket requests for confidentiality will not be honored. Specific information requested to be held confidential shall be separately submitted, which each page prominently marked "Confidentiality requested by [name, address and telephone of requesting party]."
- C. The (~~superintendent~~) Plant Manager shall review and approve or deny such requests. When approved, the information shall be separately held in a confidential file by the (~~superintendent~~) Plant Manager. If a public records request is made, the (~~superintendent~~) Plant Manager shall seek to notify the party requesting confidentiality prior to release of the time by which the party must commence legal action to protect confidentiality. If legal action is not immediately commenced by a person seeking to protect confidentiality, the records will be released unless otherwise protected by applicable law.
- D. Notwithstanding any other provision and under no circumstances is the (~~superintendent~~) Plant Manager obliged to honor any request for confidentiality if doing so would expose the City to any risk of loss or liability for damages for penalties and attorneys' fees under the Washington State Public Records Act or any other

applicable laws. It is not the City's function to expose itself to mandatory penalties and attorney's fees under Washington State Public Records Act, RCW 42.56.550. This exposure does not apply to non-governmental persons seeking to protect confidentiality, so it is the affirmative burden of such persons to establish entitlement to confidentiality, not the City's.

- E. Except as provided, all other information submitted to the ~~((superintendent))~~ Plant Manager and obtained from the ~~((superintendent))~~ Plant Manager's oversight shall be available to the public subject to the City records review policy. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR 2.302 from being recognized as confidential information.
- F. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

#### Article VIII. Publication of Users in Significant ~~((Noncompliance))~~ Non-compliance

Section 56: That SMC section 13.03A.0801 is amended to read as follows:

##### **13.03A.0801 Annual Publication of Violators ~~((§ 13-1))~~**

###### A. Publishing.

The ~~((superintendent))~~ Plant Manager publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant ~~((noncompliance))~~ non-compliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

###### B. The term "significant ~~((noncompliance))~~ non-compliance" means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the ~~((superintendent))~~ Plant Manager determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the ~~((superintendent))~~ Plant Manager's exercise of emergency authority to halt or prevent such a discharge.

3. Any violation(s), including of BMPs, which the ~~((superintendent))~~ Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]
6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ~~((forty-five))~~ thirty calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report ~~((noncompliance))~~ non-compliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model))~~

## Article IX. Administrative Enforcement Remedies

Section 57: That SMC section 13.03A.0901 is amended to read as follows:

### **13.03A.0901 Administrative Enforcement Process [9.1]**

Not by way of limitation of other enforcement remedies:

#### A. Enforcement Function; Administrative Standards.



The ((superintendent)) Plant Manager enforces this chapter. The administrative standards for the exercise of administrative authority are stated in [SMC 13.03A.0102\(B\)](#).

**B. Notice of Violation.**

When the ((superintendent)) Plant Manager finds a violation or violations of any provisions of this chapter, a discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the ((superintendent)) Plant Manager may send a notice of violation to a user identified as responsible by first class mail and certified letter, return receipt requested. Within thirty days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention, to include specific required actions, shall be submitted by the user to the ((superintendent)) Plant Manager. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. Alternatively, the matter may be referred to the City prosecutor for further enforcement action.

**C. Response.**

Where there is a response to a notice and undertaking to correct a violation, if a respondent thereafter fails to abide by correction arrangements, the failure is considered an invalid response to the notice of violation.

**D. Remediation.**

After thirty days, or such other time as specified by the ((superintendent)) Plant Manager, the City may proceed to remedy the violation at the user's sole expense and liability. Costs of remediation are billed to the user. After sixty days past due, the matter is referred for legal collection action. All sums billed accrue interest at twelve percent per annum on any unpaid balance. Remediation costs include all City out of pocket costs paid to third parties for labor or materials as well as any staff time or materials contributed by the City, and administrative penalties, if applicable. The ((superintendent)) Plant Manager shall maintain a file documenting these costs and ((periodically)) quarterly issue billings to a respondent therefore. Nothing in this section limits the authority of the ((superintendent)) Plant Manager to take any other action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 58: That SMC section 13.03A.0902 is amended to read as follows:

**13.03A.0902 Other Administrative Options [9.2, 9.3, 9.4, 9.5]**

Not by way of limitation of other enforcement remedies:

A. Consent Order.

The ~~((superintendent))~~ Plant Manager may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for ~~((noncompliance))~~ non-compliance or as deemed appropriate. Such documents shall include specific action to be taken by the user to correct the problem or ~~((noncompliance))~~ non-compliance within a time period specified by the document. Such documents shall have the same force and effect as other administrative orders of this chapter and shall be judicially enforceable. Use of a consent order shall not be a bar against, or prerequisite for, taking any other action against the user.

B. Show Cause Hearing.

The ~~((superintendent))~~ Plant Manager may order a user which has violated, or continues to violate, any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, to appear before the ~~((superintendent))~~ Plant Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served or delivered personally or by registered or certified mail (return receipt requested) at least ten calendar days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

C. Compliance Order.

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a permit or order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the ~~((noncompliance))~~ non-compliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

D. Cease and Desist Order.

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations

are likely to recur, the ((~~superintendent~~)) Plant Manager may issue an order to the user directing it to cease and desist all such violations and directing the user to:

1. immediately comply with all requirements; and
2. take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((~~February 28, 2008~~)) March 27, 2012.

Section 59: That SMC section 13.03A.0903 is amended to read as follows:

### **13.03A.0903 Suspension, Termination of Service Orders [9.7, 9.8]**

Not by way of limitation of other enforcement remedies:

#### **A. Emergency Suspensions.**

1. The ((~~superintendent~~)) Plant Manager may immediately suspend a user's discharge, after informal notice to the user, whenever the suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The ((~~superintendent~~)) Plant Manager may also immediately suspend a user's discharge, after notice and an opportunity to respond, that threatens to interfere with the operation of the POTW or which presents or may present an endangerment to the environment. Nothing in this section shall be interpreted as requiring a hearing prior to an emergency suspension under this section.
  - a. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the ((~~superintendent~~)) Plant Manager shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The ((~~superintendent~~)) Plant Manager shall allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings as outlined in this chapter are initiated against the user.

- b. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the ~~((superintendent))~~ Plant Manager prior to the date of any show cause or termination hearing under this chapter.

**B. Termination of Discharge (Non-Emergency).**

In addition to [SMC 13.03A.0312](#), any user who violates a following condition is subject to discharge termination:

1. violation of discharge permit conditions, or other requirements of this chapter;
2. failure to apply for a discharge permit as required
3. failure to accurately report the wastewater constituents and characteristics of its discharge;
4. failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
5. refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
6. violation of the pretreatment standards in Article II of this chapter; or
7. failure to comply with any administrative order.

The user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under [SMC 13.03A.0902](#) why the proposed action should not be taken. Exercise of this option by the City shall not be a bar to, or a prerequisite for, taking any other action against the user.

**C. User Remains Fully Liable.**

Users are fully responsible for any loss or liability to the City because of the quality or quantity of a discharge or for any other reason relating to requirements of this chapter and must pay all costs to the City as a condition of continued City utility service. Such costs include out of pocket expenses, as well as in house staff time and materials costs, as well as professional services costs either in house or out of pocket.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 60: That SMC section 13.03A.0904 is amended to read as follows:

**13.03A.0904 Administrative Appeals ~~(([9.4]))~~**

- A. Except where the ((~~superintendent~~)) Plant Manager elects to initiate action to seek immediate judicial relief, any ((~~superintendent~~)) Plant Manager decision, including without limitation permit decisions, assessment of costs, fine or fees, or other administrative decisions may be administratively appealed by an interested party with standing by filing a written appeal in proper form with the City hearing examiner within ten calendar days of the date of determination or in the case of permits, the date of issuance as provided in [SMC 13.03A.0306](#). Copies of the appeal must also be provided within such time to the city attorney and the ((~~superintendent~~)) Plant Manager. If the appealing party is not the permittee, a copy of the appeal must also be provided to the permittee in the same time frame. The date of determination is the date reflected therein or, if mailed, three days from the date of mailing, whichever is later. "Filing" requires actual receipt. As a further condition of appeal, the appealing party must tender, pending the outcome of the appeal, the full amount of any costs, billings, charges, penalties or fees assessed and a fee as specified in [SMC 13.03A.1401](#).
- B. To be accepted, in proper form, as timely, appeals must show:
1. the appealing party's name, telephone number, and business address;
  2. proof of service of the appeal on the city attorney and ((~~superintendent~~)) Plant Manager;
  3. a copy of the decision being appealed;
  4. a receipt or other proof from the City showing payment of any amounts as required, subject to reimbursement if the payments are involved in the appeal and the appeal is upheld;
  5. the basis of the appeal and reasons why it should be granted, together with supporting information as well as the names and contact information of persons with knowledge supporting the appeal;
  6. the best way to contact the appealing party, which must include telephone and mail address, and email if available;
  7. the appeal must be signed, verified under oath and dated by an authorized representative of the appealing party per [SMC 13.03A.0305\(B\)](#).
- C. The hearing examiner may require any party to the appeal to testify under oath and upon personal knowledge and to produce documents or records deemed relevant or necessary. The examiner shall conduct the hearing within thirty days of the appeal being filed and decide the issue within thirty days of the hearing.
- D. At the hearing, the burden of proof is on the initially appealing party, based upon substantial evidence. The examiner may affirm, reverse or modify a ((~~superintendent~~))

Plant Manager's decision if the examiner determines it violates this chapter or is arbitrary and capricious. The decision of the hearing examiner is final, subject to review by either party under the provisions of RCW 7.16.040, so long as the examiner decision appealing party files and serves upon all necessary parties its petition for granting a writ of review within twenty days of the date of issuance of the examiner's decision. The appealing party is responsible to order the record from the hearing examiner and make payment arrangements. The appeal is limited to the record. The hearing examiner preserves a record of the hearing in such form and manner as the examiner deems proper for at least two years.

- E. Filing of an appeal does not stay the effectiveness of the ~~((superintendent))~~ Plant Manager's decision unless agreed by the ~~((superintendent))~~ Plant Manager, and subject to such additional conditions as the ~~((superintendent))~~ Plant Manager may require.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 61: That SMC section 13.03A.0906 is amended to read as follows:

### **13.03A.0906 Administrative Fines [9.6]**

- A. When the ~~((superintendent))~~ Plant Manager finds that a user has violated or continues to violate any provision of this ~~((ordinance))~~ chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may fine the user in an amount not to exceed ten thousand dollars ~~((The fines shall be))~~ assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.
- B. Unpaid charges, fines, and penalties shall after thirty calendar days, be assessed an additional penalty of one percent of the unpaid balance per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- C. Users desiring to dispute such fines must file a written request for reconsideration of the fine along with the full payment of the fine amount within fifteen days of being notified of the fine. Where a request has merit, the ~~((superintendent))~~ Plant Manager shall convene a hearing on the matter within thirty days of receiving the request from the user. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- D. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

## Article X. Judicial Remedies

Section 62: That SMC section 13.03A.1001 is amended to read as follows:

### **13.03A.1001 Civil Penalties [10.2]**

- A. A user which has violated or continues to violate any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of ten thousand dollars, but not less than one thousand dollars per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The ~~((superintendent))~~ Plant Manager may recover reasonable attorneys' fees, courts costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City, as well as environmental remediation deemed necessary.
- C. In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 63: That SMC section 13.03A.1002 is amended to read as follows:

### **13.03A.1002 Injunctive Relief [10.1]**

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a discharge permit, order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may petition any court of competent jurisdiction to seek a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of a discharge permit, order, or other requirement imposed by this chapter on activities of the user. The ~~((superintendent))~~ Plant Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation under applicable local, state, or federal laws. A petition for injunctive relief shall not be a bar against, or prerequisite for, taking any other action against a user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 64: That SMC section 13.03A.1003 is amended to read as follows:

### **13.03A.1003 Criminal Prosecution [10.3]**

- A. A user which has willfully or negligently violated any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a gross misdemeanor, punishable by a fine of not more than ten thousand dollars per violation per day and the costs for prosecution, and ((per violation per day,)) or imprisonment for not more than three hundred sixty-four days, or by both.
- B. A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a gross misdemeanor and be subject to a penalty of up to ten thousand dollars per violation per day and the costs of prosecution, ((per violation, per day)) and/or be subject to imprisonment for up to three hundred sixty-four days, or by both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- C. A user which knowingly made any false statements, representation, or certification in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this chapter shall, upon conviction, be guilty of a gross misdemeanor and be subject to a penalty of up to ten thousand dollars and the costs of prosecution, per violation((,)) per day, and/or be subject to imprisonment for up to three hundred sixty-four days, or by both.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 65: That SMC section 13.03A.1004 is amended to read as follows:

### **13.03A.1004 Remedies Nonexclusive [10.4]**

The provisions of (([SMC 13.03A.0800](#))) [SMC 13.03A.0801](#) through [SMC 13.03A.1105](#) of this chapter are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a non-compliant user. Enforcement in response to pretreatment violations will generally be in accordance with the City's enforcement response plan. However the city reserves the right to take other action against any user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any non-compliant user. These actions may be taken concurrently.



NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~February 28, 2008~~) March 27, 2012.

Section 66: That SMC section 13.03A.1005 is amended to read as follows:

**13.03A.1005 Violation of this Chapter (~~[10.5]~~)**

A violation of this chapter is the failure to take any action required by this chapter or order of the (~~superintendent~~) Plant Manager or taking of any action prohibited by this chapter or the (~~superintendent~~) Plant Manager. Violations include, but are not limited to, items expressly stated to be violations in a given section, failure to obtain permits, give notice, or submit reports as required, failure to properly sign and certify documents submitted as required, and failure to pay required fees.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Article XI. Supplemental Enforcement Measures

Section 67: That SMC section 13.03A.1101 is amended to read as follows:

**13.03A.1101 Bond, Security for Performance [11.1]**

The (~~superintendent~~) Plant Manager may require any user, as a condition of permit issuance, renewal, or otherwise, who has failed to comply with any provision of this chapter, a previous discharge permit, or enforcement order, or any other pretreatment standard or requirement, or for other cause, to procure a bond, letter of credit, or other good and sufficient security acceptable to the (~~superintendent~~) Plant Manager conditioned upon compliance with this chapter, in a sum not to exceed a value reasonably determined by the (~~superintendent~~) Plant Manager to be necessary to achieve consistent compliance.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 68: That SMC section 13.03A.1102 is amended to read as follows:

**13.03A.1102 Liability Insurance [11.2]**

The (~~superintendent~~) Plant Manager may require any user, as a condition of permit issuance, renewal, or otherwise, who has failed to comply with any provision of this chapter, a previous discharge permit, or enforcement order, or any other pretreatment standard or requirement, or for other cause, to procure good and sufficient liability insurance, with the City of Spokane as an additional named insured, or other security acceptable to the (~~superintendent~~) Plant Manager, with coverage limits not to exceed a

value reasonably determined by the ~~((superintendent))~~ Plant Manager with the advice of the risk manager sufficient to restore or repair damage to the POTW or other public property caused by its discharge and/or any other damage, loss or liability to which the City may be reasonably exposed because of the users actions or failures to act.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 69: That SMC section 13.03A.1104 is amended to read as follows:

#### **13.03A.1104 Public Nuisance [11.4]**

Any premises, processes or facilities maintained or operated in violation of any provisions of this chapter, a discharge permit or ~~((superintendent))~~ Plant Manager order issued hereunder, or any other pretreatment standard or requirement are hereby declared a public nuisance, subject to abatement by any lawful means, including summary abatement or other correction or abatement as ordered by the ~~((superintendent))~~ Plant Manager, including chapter 7.48 RCW or any other remedy in contract or law.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 70: That SMC section 13.03A.1105 entitled "Informant Rewards" is repealed:

#### **13.03A.1105 Informant Rewards [11.5] - REPEALED**

~~((The superintendent may pay up to one thousand dollars reward for information leading to the discovery of noncompliance by a user leading to successful collection of penalties or fines, but not beyond twenty percent of any fines or penalties collected. No one employed or retained by the City to enforce this chapter is eligible for a reward. Applications for payment shall be in writing and demonstrate eligibility for a reward under the requirements of this section.~~

~~NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.~~

~~Date Passed: Monday, October 20, 2008~~

~~Effective Date: Sunday, November 23, 2008~~

~~ORD C34317 Section 4))~~

Section 71: That there is adopted a new section 13.03A.1106 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

#### **13.03A.1106 Contractor Listing [11.6]**

Users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or

services to the City. Existing contracts for the sale of goods or services to the City held by a user found to be in significant non-compliance with pretreatment standards or requirements may be terminated at the discretion of the City.

Section 72: That SMC section 13.03A.1201 is amended to read as follows:

**13.03A.1201 Upset [12.1]**

- A. For the purposes of this section, “upset” means an exceptional incident in which there is unintentional and temporary ~~((noncompliance))~~ non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include ~~((noncompliance))~~ non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to ~~((noncompliance))~~ non-compliance with applicable pretreatment standards if the requirements of subsection (C) of this section are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
  - 1. an upset occurred and the user can identify the cause(s) of the upset;
  - 2. the facility was at the time being operated in a prudent and workman like manner and in compliance with applicable operation and maintenance procedures; and
  - 3. the user has submitted the following information to the ~~((superintendent))~~ Plant Manager within twenty four hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days:
    - a. A description of the discharge and cause of ~~((noncompliance))~~ non-compliance.
    - b. The period of ~~((noncompliance))~~ non-compliance, including exact dates and times or, if not corrected, the anticipated time the ~~((noncompliance))~~ non-compliance is expected to continue; and
    - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the ~~((noncompliance))~~ non-compliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

- E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for ~~((noncompliance))~~ non-compliance with applicable pretreatment standards unless otherwise required by law. Such opportunity may be conditioned on other requirements such as exhaustion of administrative remedies or other applicable conditions.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 73: That SMC section 13.03A.1202 is amended to read as follows:

### **13.03A.1202 Prohibited Discharge Standards Affirmative Defenses [12.2]**

A user shall have an affirmative defense to an enforcement action brought against it for ~~((noncompliance))~~ non-compliance with the general prohibitions in [SMC 13.03A.0201\(A\)](#) or the specific prohibitions in [SMC 13.03A.0201\(B\)\(3\) through \(7\)](#) if it can prove that it did not know, or have reason to know in the exercise of reasonable prudence and caution, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, the City was in compliance with applicable sludge use or disposal requirements.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 74: That SMC section 13.03A.1203 is amended to read as follows:

### **13.03A.1203 Bypass Affirmative Defenses [12.3]**

A. For the purposes of this section:

1. "Bypass" means the intentional diversion of wastewaters from any portion of a user's treatment facility.

2. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to subsection (C) and (D) of this section although the user must still promptly report the event to the ~~((superintendent))~~ Plant Manager unless excused by the ~~((superintendent))~~ Plant Manager, together with any information requested.
- C. Notice of Bypass.
1. If a user knows, or should know in the exercise of reasonable prudence and caution, in advance of the need for a bypass, it shall submit prior notice to the ~~((superintendent))~~ Plant Manager, at least ten days before the date of the bypass, wherever possible.
  2. A user shall submit oral notice to the ~~((superintendent))~~ Plant Manager of an unanticipated bypass that exceeds applicable pretreatment standards within twenty four hours from the time the user becomes aware or reasonably should have known of the bypass. The notice must include the information required for the written submission below. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. Unless waived by the ~~((superintendent))~~ Plant Manager on a case-by-case basis, after oral notice has been received within the time required, the written report must contain:
    - a. a description of the bypass (volume, pollutants, etc.);
    - b. what caused the bypass;
    - c. when, specifically, the bypass started and ended;
    - d. when the bypass is expected to stop (if ongoing);
    - e. what steps the user has taken or plans to take to reduce, eliminate, and prevent the bypass from reoccurring.
- D. Bypass – Further Prohibitions – Approval.
1. Bypass is prohibited, and the ~~((superintendent))~~ Plant Manager may take an enforcement action against a user for a bypass, unless:

- a. bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - b. there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - c. the user submitted notices as required under subsection (C) of this section.
2. The ~~((superintendent))~~ Plant Manager may approve an anticipated bypass~~((;))~~ after considering its adverse effects and ~~((;))~~ if the ~~((superintendent))~~ Plant Manager determines that it will meet the three conditions listed in subsection (D)(1) of this section.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 75: That SMC section 13.03A.1204 is amended to read as follows:

#### **13.03A.1204 Burden of Proof ~~(([12.4]))~~**

It shall always be the burden of proof, based on substantial evidence, of the party asserting any affirmative defense to establish the same.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

#### **Article XIV. ~~((Fees))~~ Miscellaneous Provisions**

Section 76: That SMC section 13.03A.1401 is amended to read as follows:

#### **13.03A.1401 Pretreatment Fees [14.1]**

A. Fees are administrative cost recovery charges. They may be estimates or approximations with a final statement of charges submitted after costs are incurred. All fees are payable at the time of filing any application or request or as directed by the ~~((superintendent))~~ Plant Manager. Upon approval by the ~~((superintendent))~~ Plant Manager, fees may be billed and are payable ~~((in that case))~~ within thirty days of billing. Fees are in addition to any rates for sewer utility service or other expenses or costs not covered by the fees. Fees are subject to change at any time without notice.

B. The City has adopted reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program to include without limitation:

1. Fees for wastewater discharge permit applications including the cost of processing such application;
2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Fees for filing appeals; and
5. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines and penalties chargeable by the City.

C. The listing of fees ((in this section)) is not by way of limitation, and the City reserves the right to charge any other fees for applicable services or benefits provided to or burdens created by the person identified as responsible for the fee. Where the ((superintendent)) Plant Manager determines that additional costs, materials, staff time, or other expenses are incurred in processing any permit or application for permission or approval, plan review or other service which are not reasonably covered by a fee assessed, the ((superintendent)) Plant Manager may prepare a supplemental charges billing, to be paid as a condition of further processing an item. In addition, the ((superintendent)) Plant Manager may waive or reduce any fee for good cause shown. All fees and charges are non-refundable and non-proratable.

((C. Schedule of Standard Fees.

1. SMC 13.03A.0304((F))(A)(1) — Permit application fee: Five hundred dollars.
2. [SMC 13.03A.0307\(A\)\(2\)](#) — Annual inspection fee: Two hundred fifty dollars.
3. [SMC 13.03A.0313](#) — Permit renewal application fee: Two hundred fifty dollars.
4. [SMC 13.03A.0904\(A\)](#) — Administrative appeal: Two hundred fifty dollars.
5. [SMC 13.03A.0801](#) — Publication of significant non-compliance notice: Costs as billed, payable in advance.
6. Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the ((superintendent)) Plant Manager.

~~7. Processing fee for NSF checks: As set by City treasurer.~~

~~8. Administrative penalty: Five hundred dollars.~~

~~9. Any other review or approval by the ((superintendent)) Plant Manager not otherwise specified above: Hourly basis based on staff time at sixty dollars per hour as billed.))~~

D. These fees are established in accordance with City Policy and as set out in Public Rule, which is on file with the Spokane City Clerk's Office.

E. Upon failure of the user to comply with any requirement of this chapter or order of the ((superintendent)) Plant Manager, the user may be billed costs incurred by the City on a time and materials basis. Any unpaid charges may be added to the utility bill of the user or other party identified as responsible if they remain unpaid after thirty days.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 77: That SMC section 13.03A.1501 entitled "Appendix A to 40 Code of Federal Regulations Part 423 - 126" is repealed:

**13.03A.1501 Appendix A to 40 Code of Federal Regulations Part 423 – 126 Priority Pollutants REPEALED**

~~((001 Acenaphthene~~

~~002 Acrolein~~

~~003 Acrylonitrile~~

~~004 Benzene~~

~~005 Benzidine~~

~~006 Carbon tetrachloride (tetrachloromethane)~~

~~007 Chlorobenzene~~

~~008 1,2,4-trichlorobenzene~~

~~009 Hexachlorobenzene~~

~~010 1,2-dichloroethane~~

~~011 1,1,1-trichloroethane~~

~~012 Hexachloroethane~~



~~013 1,1-dichloroethane~~  
~~014 1,1,2-trichloroethane~~  
~~015 1,1,2,2-tetrachloroethane~~  
~~016 Chloroethane~~  
~~018 Bis(2-chloroethyl) ether~~  
~~019 2-chloroethyl vinyl ether (mixed)~~  
~~020 2-chloronaphthalene~~  
~~021 2,4,6-trichlorophenol~~  
~~022 Parachlorometa-cresol~~  
~~023 Chloroform (trichloromethane)~~  
~~024 2-chlorophenol~~  
~~025 1,2-dichlorobenzene~~  
~~026 1,3-dichlorobenzene~~  
~~027 1,4-dichlorobenzene~~  
~~028 3,3-dichlorobenzidine~~  
~~029 1,1-dichloroethylene~~  
~~030 1,2-trans-dichloroethylene~~  
~~031 2,4-dichlorophenol~~  
~~032 1,2-dichloropropane~~  
~~033 1,2-dichloropropylene (1,3-dichloropropene)~~  
~~034 2,4-dimethylphenol~~  
~~035 2,4-dinitrotoluene~~  
~~036 2,6-dinitrotoluene~~

037 1,2-diphenylhydrazine  
038 Ethylbenzene  
039 Fluoranthene  
040 4-chlorophenyl phenyl ether  
041 4-bromophenyl phenyl ether  
042 Bis(2-chloroisopropyl) ether  
043 Bis(2-chloroethoxy) methane  
044 Methylene chloride (dichloromethane)  
045 Methyl chloride (dichloromethane)  
046 Methyl bromide (bromomethane)  
047 Bromoform (tribromomethane)  
048 Dichlorobromomethane  
051 Chlorodibromomethane  
052 Hexachlorobutadiene  
053 Hexachloromyclopentadiene  
054 Isophorone  
055 Naphthalene  
056 Nitrobenzene  
057 2-nitrophenol  
058 4-nitrophenol  
059 2,4-dinitrophenol  
060 4,6-dinitro-o-cresol  
061 N-nitrosodimethylamine  
062 N-nitrosodiphenylamine

~~063 N-nitrosodi-n-propylamin~~

~~064 Pentachlorophenol~~

~~065 Phenol~~

~~066 Bis(2-ethylhexyl) phthalate~~

~~067 Butyl benzyl phthalate~~

~~068 Di-N-Butyl Phthalate~~

~~069 Di-n-octyl phthalate~~

~~070 Diethyl Phthalate~~

~~071 Dimethyl phthalate~~

~~072 1,2-benzanthracene (benzo(a)-anthracene)~~

~~073 Benzo(a)pyrene (3,4-benzo-pyrene)~~

~~074 3,4-Benzofluoranthene (benzo(b)-fluoranthene)~~

~~075 11,12-benzofluoranthene (benzo(b)-fluoranthene)~~

~~076 Chrysene~~

~~077 Acenaphthylene~~

~~078 Anthracene~~

~~079 1,12-benzoperylene (benzo(ghi)-perylene)~~

~~080 Fluorene~~

~~081 Phenanthrene~~

~~082 1,2,5,6-dibenzanthracene (dibenzo(H)-anthracene)~~

~~083 Indeno -(,1,2,3-cd) pyrene (2,3-o-pheynylene-pyrene)~~

~~084 Pyrene~~

~~085 Tetrachloroethylene~~

~~086 Toluene~~

~~087 Trichloroethylene~~

~~088 Vinyl chloride (chloroethylene)~~

~~089 Aldrin~~

~~090 Dieldrin~~

~~091 Chlordane (technical mixture and metabolites)~~

~~092 4,4-DDT~~

~~093 4,4-DDE (p, p-DDX)~~

~~094 4,4-DDD (p, p-TDE)~~

~~095 Alpha-endosulfan~~

~~096 Beta-endosulfan~~

~~097 Endosulfan sulfate~~

~~098 Endrin~~

~~099 Endrin aldehyde~~

~~100 Heptachlor~~

~~101 Heptachlor epoxide (BHC-hexachlorocyclohexane)~~

~~102 Alpha-BHC~~

~~103 Beta-BHC~~

~~104 Gamma-BHC (lindane)~~

~~105 Delta-BHC (PCB-polychlorinated biphenyls)~~

~~106 PCB-1242 (Arochlor 1242)~~

~~107 PCB-1254 (Arochlor 1254)~~

~~108 PCB-1221 (Arochlor 1221)~~

~~109 PCB-1232 (Arochlor 1232)~~

~~110 PCB-1248 (Arochlor 1248)~~

~~111 PCB-1260 (Arochlor 1260)~~

~~112 PCB-1016 (Arochlor 1016)~~

~~113 Toxaphene~~

~~114 Antimony~~

~~115 Arsenic~~

~~116 Asbestos~~

~~117 Beryllium~~

~~118 Cadmium~~

~~119 Chromium~~

~~120 Copper~~

~~121 Cyanide, Total~~

~~122 Lead~~

~~123 Mercury~~

~~124 Nickel~~

~~125 Selenium~~

~~126 Silver~~

~~127 Thallium~~

~~128 Zinc~~

~~129 2,3,7,8-tetrachloro-dibenzo-p-dioxin (TCDD)~~

~~Date Passed: Monday, October 20, 2008~~

~~Effective Date: Sunday, November 23, 2008~~

~~ORD C34317 Section 1))~~

Section 78: That SMC section 13.03A.1502 entitled “Appendix D to 40 Code of Federal Regulations Part 122 – NPDES Permit Application Testing Requirements (§122.21)” is repealed:

**13.03A.1502 Appendix D to 40 Code of Federal Regulations Part 122 – NPDES Permit Application Testing Requirements (§ 122.21) - REPEALED**  
[\(\(Tables\)\)](#)

Section 79: Effective Date.

This ordinance shall take effect and be in force on \_\_\_\_\_, 2020.

Passed by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35962
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C35528
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4310 - WASTEWATER AND STORMWATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of wastewater and sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane

Summary (Background)

The ordinance reflects an annual increase of 2.9% to wastewater and stormwater for 2021, 2022, 2023. The three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org
Additional Approvals		aalbinemoore@spokanecity.org
<u>Purchasing</u>		cmorse@spokanecity.org
		rgennett@spokanecity.org
		eraea@spokanecity.org

## ORDINANCE NO. C35962

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing SMC Sections 13.03.1014, 13.03.1016, and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

### **13.03.1004 Basic Domestic Service Charge – Monthly Amount**

The City's basic monthly service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Basic domestic service charge	<del>(( \$23.43 ))</del> <u>\$25.53</u>	<del>(( \$24.11 ))</del> <u>\$26.27</u>	<del>(( \$24.84 ))</del> <u>\$27.03</u>
Cost per RV dump connection	<del>(( \$5.71 ))</del> <u>\$6.22</u>	<del>(( \$5.88 ))</del> <u>\$6.40</u>	<del>(( \$6.05 ))</del> <u>\$6.59</u>

Section 2: That SMC section 13.03.1006 is amended to read as follows:

### **13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount**

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

User Charge for Treatment of Standard Strength Wastewater	Monthly Amount		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Per million gallons	<del>(( \$1,673.97 ))</del> <u>\$1,823.87</u>	<del>(( \$1,722.52 ))</del> <u>\$1,876.76</u>	<del>(( \$1,772.47 ))</del> <u>\$1,931.19</u>
Per cubic foot	<del>(( \$2.24 ))</del> <u>\$2.44</u>	<del>(( \$2.30 ))</del> <u>\$2.51</u>	<del>(( \$2.37 ))</del> <u>\$2.59</u>



Section 3: That SMC section 13.03.1008 is amended to read as follows:

### **13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount**

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

#### **A. Domestic User Charge (single-family residence or equivalent residential unit).**

Domestic User Charge - Inside City	Monthly Amount		
	<del>((2018))</del> 2021	<del>((2019))</del> 2022	<del>((2020))</del> 2023
Domestic charge	<del>(((\$30.57))</del> \$33.31	<del>(((\$31.46))</del> \$34.27	<del>(((\$32.37))</del> \$35.27
General stormwater charge	<del>(((\$4.30))</del> \$4.68	<del>(((\$4.42))</del> \$4.82	<del>(((\$4.55))</del> \$4.96
Cost for additional apartment	<del>(((\$27.48))</del> \$29.94	<del>(((\$28.28))</del> \$30.81	<del>(((\$29.10))</del> \$31.71
General stormwater charge per unit for four units or Less	<del>(((\$3.68))</del> \$4.01	<del>(((\$3.79))</del> \$4.13	<del>(((\$3.90))</del> \$4.25
General stormwater charge per unit for over four units	<del>(((\$2.95))</del> \$3.22	<del>(((\$3.04))</del> \$3.31	<del>(((\$3.13))</del> \$3.41

#### **1. ~~((Water-Wastewater))~~ Capital Rates.**

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

#### **B. Commercial User Charge.**

Commercial User Charge - Inside City	Monthly Amount		
	<del>((2018))</del> 2021	<del>((2019))</del> 2022	<del>((2020))</del> 2023
Commercial user charge			
Per million gallons	<del>(((\$2,158.19))</del> \$2,353.33	<del>(((\$2,220.78))</del> \$2,421.58	<del>(((\$2,285.18))</del> \$2,491.80
Per hundred cubic feet	<del>(((\$1.62))</del> \$1.76	<del>(((\$1.67))</del> \$1.81	<del>(((\$1.72))</del> \$1.86
General stormwater charge			
Per impervious acre per year	<del>(((\$1,038.59))</del>	<del>(((\$1,068.71))</del>	<del>(((\$1,099.70))</del>

	<u>\$1,124.41</u>	<u>\$1,157.07</u>	<u>\$1,190.57</u>
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	<del>(((\$0.86))</del> <u>\$0.94</u>	<del>(((\$0.88))</del> <u>\$0.96</u>	<del>(((\$0.91))</del> <u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	<del>(((\$75.21))</del> <u>\$81.94</u>	<del>(((\$77.39))</del> <u>\$84.32</u>	<del>(((\$79.63))</del> <u>\$86.77</u>
Process/Seepage user charge			
Per million gallons	<del>(((\$640.53))</del> <u>\$697.82</u>	<del>(((\$659.11))</del> <u>\$718.05</u>	<del>(((\$678.22))</del> <u>\$738.88</u>
Per hundred cubic feet	<del>(((\$0.4794))</del> <u>\$0.5220</u>	<del>(((\$0.4930))</del> <u>\$0.5371</u>	<del>(((\$0.5073))</del> <u>\$0.5527</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

**13.03.1010 Domestic and Commercial User Charges – ~~((Non-City))~~ Outside City Customer –  
Monthly Amount**

This section lists the City's monthly domestic and commercial user charges and other monthly charges for ~~((non-))~~ Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – <del>((Non-))</del> <u>Outside City Customers</u>	Monthly Amount		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Domestic charge	<del>(((\$61.15))</del> <u>\$66.63</u>	<del>(((\$62.92))</del> <u>\$68.56</u>	<del>(((\$64.74))</del> <u>\$70.55</u>
Cost for additional apartment	<del>(((\$58.07))</del> <u>\$63.27</u>	<del>(((\$59.75))</del> <u>\$65.10</u>	<del>(((\$61.48))</del> <u>\$66.99</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. ~~((Non-))~~ Outside City Retail Commercial User Charge.

Commercial User Charge – <del>((Non-))</del> <u>Outside City Customers</u>	Monthly Amount		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Per million gallons	<del>(((\$4,316.37))</del> <u>\$4,706.11</u>	<del>(((\$4,441.54))</del> <u>\$4,842.59</u>	<del>(((\$4,570.34))</del> <u>\$4,983.02</u>
Per hundred cubic feet	<del>(((\$3.23))</del> <u>\$3.52</u>	<del>(((\$3.32))</del> <u>\$3.62</u>	<del>(((\$3.42))</del> <u>\$3.73</u>

C. Outside City Utility Service Area (except by interlocal agreement).

<u>Outside City Utility Service Area (except by interlocal agreement)</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Per million gallons	<u>\$4,706.11</u>	<u>\$4,842.59</u>	<u>\$4,983.02</u>
Per hundred cubic feet	<u>\$3.52</u>	<u>\$3.62</u>	<u>\$3.73</u>

2. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

**13.03.1012 Septage Charge – Amount**

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
User charge <del>((per thousand gallons))</del> <u>(per gallon)</u>	<del>(((\$119.26))</del> <u>\$0.2274</u>	<del>(((\$122.72))</del> <u>\$0.2340</u>	<del>(((\$126.28))</del> <u>\$0.2408</u>
<del>Surcharge on loads over four thousand gallons.</del>	<del>(((\$6.78))</del>	<del>(((\$6.98))</del>	<del>(((\$7.18))</del>

3. ~~((Water-Wastewater)) Capital Rates.~~

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1014 entitled “Service Outside City Utility Service Area – Monthly Amount” is repealed:

**13.03.1014 Service Outside City Utility Service Area – Monthly Amount - REPEALED**

~~((This section lists the monthly rates for service outside the City’s utility service area.~~

~~A. Outside City Utility Service Area (except by interlocal agreement).~~

<del>Outside City Utility Service Area (except by interlocal agreement)</del>	<del>((2018)) 2021</del>	<del>((2019)) 2022</del>	<del>((2020)) 2023</del>
<del>Per million gallons</del>	<del>(((\$4,1326.37)) \$4,702.88</del>	<del>(((\$4,441.54)) \$4,839.26</del>	<del>(((\$4,570.34)) \$4,979.60</del>
<del>Per hundred cubic feet</del>	<del>(((\$3.23)) \$3.52</del>	<del>(((\$3.32)) \$3.62</del>	<del>(((\$3.42)) \$3.72</del>

1. ~~Water-Wastewater Capital Rates.~~

~~Rates for water-wastewater capital are established and provided for in SMC 13.035.500.))~~

Section 7: That SMC section 13.03.1016 entitled “Non-domestic Process Wastewater User Charge – Monthly Amount” is repealed:

**13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount - REPEALED**

~~((This section lists the monthly rate for non-domestic process wastewater user charges.~~

~~A. Non-domestic Process Wastewater User Charge.~~

<del>Non-domestic Process Wastewater User Charge</del>	<del>Monthly Amount</del>		
<del>-</del>	<del>((2018)) 2021</del>	<del>((2019)) 2022</del>	<del>((2020)) 2023</del>
<del>User charge (per thousand gallons)</del>	<del>(((\$119.26)) \$129.94</del>	<del>(((\$122.72)) \$133.71</del>	<del>(((\$126.28)) \$137.59</del>

<del>Non-domestic process wastewater Disposal charge (per thousand gallons).</del>	<del>(((\$160.52)) \$174.90</del>	<del>(((\$165.18)) \$179.97</del>	<del>(((\$169.97)) \$185.19</del>
<del>Surcharge on loads over four thousand gallons</del>	<del>(((\$6.78)) \$7.39</del>	<del>(((\$6.98)) \$7.60</del>	<del>(((\$7.18)) \$7.82</del>

#### 4. ~~Water Wastewater Capital Rates.~~

~~Rates for water wastewater capital are established and provided for in SMC 13.035.500)).~~

Section 8: That SMC section 13.03.1018 is amended to read as follows:

### **13.03.1018 Landfill Wastewater Pump and Treat Services – Amount**

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount		
	<del>((2018)) 2021</del>	<del>((2019)) 2022</del>	<del>((2020)) 2023</del>
Per million gallons	<del>(((\$1,199.84)) \$1,307.28</del>	<del>(((\$1,234.64)) \$1,345.19</del>	<del>(((\$1,270.44)) \$1,384.20</del>
Per hundred cubic feet	<del>(((\$0.90)) \$0.99</del>	<del>(((\$0.93)) \$1.02</del>	<del>(((\$0.96)) \$1.05</del>

Section 9: That SMC section 13.03.1020 is amended to read as follows:

### **13.03.1020 Cesspool and Miscellaneous Charges – Amount**

This section lists the rate for cesspool pump and miscellaneous charges.

#### A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge <del>((2018)) 2021</del>	Basic Charge <del>((2019)) 2022</del>	Basic Charge <del>((2020)) 2023</del>
500	<del>(((\$243.32)) \$265.11</del>	<del>(((\$250.38)) \$272.80</del>	<del>(((\$257.64)) \$280.71</del>
600	<del>(((\$276.09)) \$300.82</del>	<del>(((\$284.10)) \$309.54</del>	<del>(((\$292.34)) \$318.52</del>
700	<del>(((\$307.77)) \$335.33</del>	<del>(((\$316.70)) \$345.06</del>	<del>(((\$325.88)) \$355.06</del>
800	<del>(((\$340.38)) </del>	<del>(((\$350.25)) </del>	<del>(((\$360.41)) </del>

	<u>\$370.86</u>	<u>\$381.62</u>	<u>\$392.68</u>
900	<u>(((\$372.92))</u> <u>\$406.31</u>	<u>(((\$383.73))</u> <u>\$418.09</u>	<u>(((\$394.86))</u> <u>\$430.22</u>
1000	<u>(((\$405.28))</u> <u>\$441.56</u>	<u>(((\$417.03))</u> <u>\$454.37</u>	<u>(((\$429.12))</u> <u>\$467.55</u>
1100	<u>(((\$421.52))</u> <u>\$459.26</u>	<u>(((\$433.74))</u> <u>\$472.58</u>	<u>(((\$446.32))</u> <u>\$486.29</u>
1200	<u>(((\$437.72))</u> <u>\$476.91</u>	<u>(((\$450.41))</u> <u>\$490.74</u>	<u>(((\$463.47))</u> <u>\$504.97</u>
1300	<u>(((\$453.95))</u> <u>\$494.60</u>	<u>(((\$467.11))</u> <u>\$508.94</u>	<u>(((\$480.66))</u> <u>\$523.70</u>
1400	<u>(((\$470.06))</u> <u>\$512.15</u>	<u>(((\$483.69))</u> <u>\$527.01</u>	<u>(((\$497.72))</u> <u>\$542.29</u>
1500	<u>(((\$486.38))</u> <u>\$529.94</u>	<u>(((\$500.49))</u> <u>\$545.30</u>	<u>(((\$515.00))</u> <u>\$561.12</u>

((B. Miscellaneous Charges for Laboratory Analysis — Bacteriological Tests.

Bacteriological Tests	2018	2019	2020
Fecal Coliform	\$80.63	\$82.97	\$85.38

C. Chemistry Tests.

Chemistry Tests	2018 Charges	2019 Charges	2020 Charges
Alkalinity			
Bicarbonate	\$30.99	\$31.89	\$32.81
Carbonate	\$23.72	\$24.41	\$25.12
Total	\$54.71	\$56.30	\$57.93
Biochemical Oxygen Demand	\$51.60	\$53.10	\$54.64
Chloride	\$26.45	\$27.22	\$28.01
Chemical Oxygen Demand	\$49.17	\$50.60	\$52.07
Dissolved Oxygen	\$39.58	\$40.73	\$41.91
Fluoride	\$23.70	\$24.39	\$25.10
Hardness	\$23.00	\$23.67	\$24.36
Nitrogen			
Ammonia	\$43.08	\$44.33	\$45.62
Kjeldahl	\$46.03	\$47.36	\$48.73
TKN (Total Kjeldahl Nitrogen)	\$88.89	\$91.47	\$94.12

Nitrate	\$39.58	\$40.73	\$41.91
Nitrite	\$26.16	\$26.92	\$27.70
Oil & Grease	\$67.19	\$69.14	\$71.15
pH	\$11.00	\$11.32	\$11.65
Phosphorus			
Inorganic	\$36.92	\$37.99	\$39.09
Orthophosphate	\$26.91	\$27.69	\$28.49
Total	\$63.83	\$65.68	\$67.58
Residue			
Settleable Solids	\$23.02	\$23.69	\$24.38
Coliform	\$60.45	\$62.20	\$64.00
Suspended Solids	\$23.02	\$23.69	\$24.38
Total Solids	\$25.39	\$26.13	\$26.89
Total Dissolved Solids	\$25.39	\$26.13	\$26.89
Volatile Solids	\$31.48	\$32.39	\$33.33
Volatile Suspended Solids	\$31.48	\$32.39	\$33.33
Specific Oxygen Demand	\$96.28	\$99.07	\$101.94
Specific Conductance	\$12.77	\$13.14	\$13.52
Sulfates	\$33.04	\$34.00	\$34.99
Turbidity	\$19.13	\$19.68	\$20.25

~~D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.~~

Elements: Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium, and zinc.	2018	2019	2020
Flame technique	\$30.08	\$31.85	\$32.77
Flameless technique	\$30.08	\$31.85	\$32.77

~~E. Biosolids Application Program.~~

-	2018	2019	2020
Per cubic yard	\$17.91	\$18.43	\$18.96))

Section 10: That SMC section 13.03.1022 is amended to read as follows:

**13.03.1022 Refuse Dumpster Maintenance Charge – Amount**

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Monthly charge	(((\$6.72)) <u>\$7.32</u>	(((\$6.94)) <u>\$7.53</u>	(((\$7.14)) <u>\$7.75</u>
((Per hundred cubic feet	<u>\$0.5647</u>	<u>\$0.5811</u>	<u>\$0.5980</u>
Inspection fee (start-up, one-time fee)	(((\$95.52)) <u>\$104.08</u>	(((\$98.29)) <u>\$107.09</u>	(((\$101.14)) <u>\$110.20</u>

Section 11: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



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

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35963
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SCOTT 625-6584	<u>Project #</u>	
<u>Contact E-Mail</u>	SMSIMMONS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4100 - PUBLIC DEVELOPMENT AUTHORITIES (PDA) RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of the water and hydroelectric and wastewater management department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section to

Summary (Background)

The City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 thru .757. This ordinance relates to adding new Spokane Municipal Code to sections 13.03 and 13.04.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		aalbinemoore@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		sburns@spokanecity.org	
		eraea@spokanecity.org	

## ORDINANCE NO. C35963

AN ORDINANCE relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 - .757 for the purposes of facilitating the acquisition, construction, development, leasing, operation and maintenance of public benefit projects in specifically designated areas to assist both City and County with improving economic conditions in and around the City and County of Spokane; and

WHEREAS, large areas of existing and reformulated PDA boundaries are situated within the geographical boundaries of the City of Spokane and have utility infrastructure available for new and existing customers; and

WHEREAS, the City has evaluated these areas and finds there is current utility infrastructure in existence which is underutilized or lying idle, which potentially increases costs associated with maintaining the integrity of these dormant lines; and

WHEREAS, because of these available assets, the PDA areas have been designated as desirable for economic development and growth to help create jobs and improve the financial health of the City and the County overall, benefiting City utility ratepayers; and

WHEREAS, use of this current utility infrastructure has a direct benefit to the utility rate payers in that operational efficiency of the system is enhanced and maintained; and

WHEREAS, new utility customers will share in the costs of future maintenance projects for the system, keeping rates for all customers more affordable and predictable; and

WHEREAS, when setting rates, the City has embraced four main principles: simplicity and transparency, stability, sustainability, and equity and affordability; and

WHEREAS, the rate proposed for customers within designated PDAs meets these goals; and

WHEREAS, for administrative efficiency and system management and accounting, consistent utility rates for those customers located within designated and established PDAs should be uniform, reasonable, and without disparity; and

WHEREAS, utility service rates for water and sewer services should be consistent with inside City rates as established with Chapters 13.03 and 13.04 SMC.

The City of Spokane does ordain:

Section 1: That a new section be added to the Spokane Municipal Code to read as follows:

### **13.03.1011 PDA Sewer and Stormwater Rates**

This section lists the City's monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

#### **A. PDA User Charge.**

PDA User Charge	Monthly Amount		
	2021	2022	2023
PDA Residential User Charge:			
Domestic User Charge	\$66.63	\$68.56	\$70.55
Additional Apartment	\$63.27	\$65.10	\$66.99
PDA Commercial User charge:			
Per million gallons	\$2,353.33	\$2,421.58	\$2,491.80
Per hundred cubic feet	\$1.76	\$1.81	\$1.86
General stormwater charge:			
Domestic Stormwater charge	\$33.31	\$34.27	\$35.27
General domestic stormwater charge per unit for four units or Less	\$4.01	\$4.13	\$4.25
General domestic stormwater charge per unit for over four units	\$3.22	\$3.31	\$3.41
Per impervious acre per year – commercial charge	\$1,124.41	\$1,157.02	\$1,190.57
Per one-one hundredth impervious acre - Commercial	\$0.94	\$0.96	\$0.99
(See RCW 35.67.020; RCW 35.92.020)			
Combined Sewer Overflow (CSO) Stormwater user surcharge (per	\$81.94	\$84.32	\$86.77

acre or equivalent thereof) - Commercial			
Process/Seepage user charge:			
Per million gallons	\$697.82	\$718.05	\$738.88
Per hundred cubic feet	\$0.5220	\$0.5371	\$0.5527

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That a new section be added to the Spokane Municipal Code to read as follows:

#### **13.04.20161 PDA Water Rates**

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

2021	2022	2023
\$17.72	\$18.23	\$18.76

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088

Greater than 4,500	\$1.5435	\$1.5883	\$1.6344
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B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	2021	2022	2023
1 inch or smaller	\$18.78	\$19.33	\$19.89
1 ½ inch	\$30.64	\$31.53	\$32.44
2 inch	\$43.41	\$44.67	\$45.97
3 inch	\$69.54	\$71.56	\$73.63
4 inch	\$95.78	\$98.55	\$101.41
6 inch	\$135.47	\$139.40	\$143.45
8 inch	\$277.58	\$285.63	\$293.91
10 inch	\$405.36	\$417.12	\$429.21

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600 (Charge for all use: zero up to 600.)	\$0.3508	\$0.3610	\$0.3715
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	\$0.7281	\$0.7492	\$0.7709
Greater than 1,000 (Charge for all use: zero to amount used.)	\$1.0532	\$1.0837	\$1.1152

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance is hereby ratified and shall take effect to January 1,2021.

Passed by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35964
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C35529
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4100 - WATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of water public utilities and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; of the Spokane Municipal Code; setting an

Summary (Background)

The ordinance reflects an annual increase of 2.9% of Water Rate for 2021, 2022, 2023. This three year rate proposal will provide affordability and predictability for citizens. This ordinance also includes revisions to residential water use tiers that are consistent with the Water Conservation Master Plan adopted this summer. The tier structure would reduce or maintain charges for lower water users for much of the year, while adding a fifth tier for use that is above 45 units a month.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

Approvals		Council Notifications	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschedel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org	
Additional Approvals		aalbinmoore@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		sburns@spokanecity.org	
		eraea@spokanecity.org	

## ORDINANCE NO. C35964

AN ORDINANCE relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

### **13.04.2002 City Residence Rates**

#### **A. Single-family Residence – Basic Charge.**

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

a.

<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
<del>(((\$16.26))</del> <u>\$17.72</u>	<del>(((\$16.73))</del> <u>\$18.23</u>	<del>(((\$17.22))</del> <u>\$18.76</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
  - a. kitchen or cooking area room, which must include a sink;
  - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
  - c. a separate entrance that does not require residents to co-mingle.

#### **B. Consumption Charge.**

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:



Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Zero up to 600	<del>(((\$0.3104))</del> <u>\$0.3382</u>	<del>(((\$0.3194))</del> <u>\$0.3481</u>	<del>(((\$0.3287))</del> <u>\$0.3581</u>
Greater than 600 up to <del>((1,000))</del> <u>1,200</u>	<del>(((\$0.6568))</del> <u>\$0.7156</u>	<del>(((\$0.6758))</del> <u>\$0.7363</u>	<del>(((\$0.6954))</del> <u>\$0.7577</u>
Greater than <del>((1,000))</del> <u>1,200</u> up to <del>((4,500))</del> <u>2,500</u>	<del>(((\$0.8836))</del> <u>\$0.9627</u>	<del>(((\$0.9092))</del> <u>\$0.9906</u>	<del>(((\$0.9356))</del> <u>\$1.0193</u>
Greater than <del>((4,500))</del> <u>2,500</u> up to <u>4,500</u>	<del>(((\$1.1344))</del> <u>\$1.2361</u>	<del>(((\$1.1673))</del> <u>\$1.2719</u>	<del>(((\$1.2012))</del> <u>\$1.3088</u>
<u>Greater than 4,500</u>	<u>\$1.5435</u>	<u>\$1.5883</u>	<u>\$1.6344</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
  2. licensed as such by the state department of social and health services; and;
  3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

#### E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

#### **13.04.2004 City Commercial and Industrial Rates**

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family

residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
1 inch or smaller	<del>(((\$17.24))</del> <u>\$18.78</u>	<del>(((\$17.74))</del> <u>\$19.33</u>	<del>(((\$18.25))</del> <u>\$19.89</u>
1 ½ inch	<del>(((\$28.12))</del> <u>\$30.64</u>	<del>(((\$28.94))</del> <u>\$31.53</u>	<del>(((\$29.78))</del> <u>\$32.44</u>
2 inch	<del>(((\$39.84))</del> <u>\$43.41</u>	<del>(((\$41.00))</del> <u>\$44.67</u>	<del>(((\$42.19))</del> <u>\$45.97</u>
3 inch	<del>(((\$63.83))</del> <u>\$69.54</u>	<del>(((\$65.68))</del> <u>\$71.56</u>	<del>(((\$67.58))</del> <u>\$73.63</u>
4 inch	<del>(((\$87.91))</del> <u>\$95.78</u>	<del>(((\$90.46))</del> <u>\$98.55</u>	<del>(((\$93.08))</del> <u>\$101.41</u>
6 inch	<del>(((\$124.34))</del> <u>\$135.47</u>	<del>(((\$127.95))</del> <u>\$139.40</u>	<del>(((\$131.66))</del> <u>\$143.45</u>
8 inch	<del>(((\$254.77))</del> <u>\$277.58</u>	<del>(((\$262.16))</del> <u>\$285.63</u>	<del>(((\$269.76))</del> <u>\$293.91</u>
10 inch	<del>(((\$372.05))</del> <u>\$405.36</u>	<del>(((\$382.84))</del> <u>\$417.12</u>	<del>(((\$393.94))</del> <u>\$429.21</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Zero up to 600 (Charge for all use: zero up to 600.)	<del>(((\$0.3220))</del> <u>\$0.3508</u>	<del>(((\$0.3313))</del> <u>\$0.3610</u>	<del>(((\$0.3409))</del> <u>\$0.3715</u>

Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	<del>(((\$0.6683))</del> <u>\$0.7281</u>	<del>(((\$0.6877))</del> <u>\$0.7492</u>	<del>(((\$0.7076))</del> <u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	<del>(((\$0.9667))</del> <u>\$1.0532</u>	<del>(((\$0.9947))</del> <u>\$1.0837</u>	<del>(((\$1.0235))</del> <u>\$1.1152</u>

### C. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

### **13.04.2005 City Planned Unit Developments (PUD)**

#### A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

#### B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B). ~~((Consumption beyond seven thousand cubic feet of service per month will be assessed a per hundred cubic feet rate of))~~:

<del>((2018))</del>	<del>((2019))</del>	<del>((2020))</del>
<del>(((\$1.2060))</del>	<del>(((\$1.2410))</del>	<del>(((\$1.2770))</del>

#### C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month
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	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
1 inch or smaller	<del>(((\$17.24))</del> <u>\$18.78</u>	<del>(((\$17.74))</del> <u>\$19.33</u>	<del>(((\$18.25))</del> <u>\$19.89</u>
1 ½ inch	<del>(((\$28.12))</del> <u>\$30.64</u>	<del>(((\$28.94))</del> <u>\$31.53</u>	<del>(((\$29.78))</del> <u>\$ 32.44</u>
2 inch	<del>(((\$39.84))</del> <u>\$43.41</u>	<del>(((\$41.00))</del> <u>\$44.67</u>	<del>(((\$42.19))</del> <u>\$45.97</u>
3 inch	<del>(((\$63.83))</del> <u>\$69.54</u>	<del>(((\$65.68))</del> <u>\$ 71.56</u>	<del>(((\$67.58))</del> <u>\$73.63</u>
4 inch	<del>(((\$87.91))</del> <u>\$95.78</u>	<del>(((\$90.46))</del> <u>\$98.55</u>	<del>(((\$93.08))</del> <u>\$101.41</u>
6 inch	<del>(((\$124.34))</del> <u>\$135.47</u>	<del>(((\$127.95))</del> <u>\$139.40</u>	<del>(((\$131.66))</del> <u>\$143.45</u>
8 inch	<del>(((\$254.77))</del> <u>\$277.58</u>	<del>(((\$262.16))</del> <u>\$285.63</u>	<del>(((\$269.76))</del> <u>\$293.91</u>
10 inch	<del>(((\$372.05))</del> <u>\$405.36</u>	<del>(((\$382.84))</del> <u>\$417.12</u>	<del>(((\$393.94))</del> <u>\$429.21</u>

D. ~~((Water-Wastewater))~~ Capital Charge.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

**13.04.2008 Construction Rates**

A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
1 inch or smaller	<del>(((\$17.24))</del> <u>\$18.78</u>	<del>(((\$17.74))</del> <u>\$19.33</u>	<del>(((\$18.25))</del> <u>\$19.89</u>
1 ½ inch	<del>(((\$28.12))</del> <u>\$30.64</u>	<del>(((\$28.94))</del> <u>\$31.53</u>	<del>(((\$29.78))</del> <u>\$32.44</u>
2 inch	<del>(((\$39.84))</del> <u>\$43.41</u>	<del>(((\$41.00))</del> <u>\$44.67</u>	<del>(((\$42.19))</del> <u>\$45.97</u>
3 inch	<del>(((\$63.83))</del> <u>\$69.54</u>	<del>(((\$65.68))</del> <u>\$71.56</u>	<del>(((\$67.58))</del> <u>\$73.63</u>
4 inch	<del>(((\$87.91))</del> <u>\$95.78</u>	<del>(((\$90.46))</del> <u>\$95.88</u>	<del>(((\$93.08))</del> <u>\$101.41</u>
6 inch	<del>(((\$124.34))</del> <u>\$135.47</u>	<del>(((\$127.95))</del> <u>\$139.40</u>	<del>(((\$131.66))</del> <u>\$143.45</u>
8 inch	<del>(((\$254.77))</del> <u>\$277.58</u>	<del>(((\$262.16))</del> <u>\$285.63</u>	<del>(((\$269.76))</del> <u>\$293.91</u>
10 inch	<del>(((\$372.05))</del> <u>\$405.36</u>	<del>(((\$382.84))</del> <u>\$417.12</u>	<del>(((\$393.94))</del> <u>\$429.21</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

### **13.04.2010 Water for Private Fire Protection**

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
3 inch or smaller	<del>(((\$18.25))</del> <u>\$19.88</u>	<del>(((\$18.78))</del> <u>\$20.46</u>	<del>(((\$19.32))</del> <u>\$21.05</u>
4 inch	<del>(((\$25.76))</del> <u>\$28.07</u>	<del>(((\$26.54))</del> <u>\$28.88</u>	<del>(((\$27.28))</del> <u>\$29.72</u>
6 inch	<del>(((\$35.80))</del> <u>\$39.01</u>	<del>(((\$36.84))</del> <u>\$40.14</u>	<del>(((\$37.94))</del> <u>\$41.30</u>
8 inch	<del>(((\$43.31))</del> <u>\$47.19</u>	<del>(((\$44.57))</del> <u>\$48.56</u>	<del>(((\$45.86))</del> <u>\$49.97</u>

10 inch	<del>((51.80))</del> <u>\$56.44</u>	<del>((53.30))</del> <u>\$58.07</u>	<del>((54.85))</del> <u>\$59.76</u>
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- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
3 inch or smaller	<del>((27.38))</del> <u>\$29.83</u>	<del>((28.17))</del> <u>\$30.69</u>	<del>((28.99))</del> <u>\$31.58</u>
4 inch	<del>((38.63))</del> <u>\$42.09</u>	<del>((39.75))</del> <u>\$43.31</u>	<del>((40.90))</del> <u>\$44.57</u>
6 inch	<del>((53.70))</del> <u>\$58.51</u>	<del>((55.26))</del> <u>\$60.20</u>	<del>((56.86))</del> <u>\$61.95</u>
8 inch	<del>((64.96))</del> <u>\$70.77</u>	<del>((66.84))</del> <u>\$72.82</u>	<del>((68.78))</del> <u>\$74.94</u>
10 inch	<del>((77.70))</del> <u>\$84.66</u>	<del>((79.95))</del> <u>\$87.11</u>	<del>((82.27))</del> <u>\$89.64</u>

Section 6: That SMC section 13.04.2012 is amended to read as follows:

**13.04.2012 Outside City Residence Rates**

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
<del>((24.39))</del> <u>\$26.58</u>	<del>((25.10))</del> <u>\$27.35</u>	<del>((25.83))</del> <u>\$28.14</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Zero up to 600	(( <del>\$0.4656</del> )) <u>\$0.5073</u>	(( <del>\$0.4791</del> )) <u>\$0.5220</u>	(( <del>\$0.4930</del> )) <u>\$0.5371</u>
Greater than 600 up to <del>((1,000))</del> <u>1,200</u>	(( <del>\$0.9852</del> )) <u>\$1.0735</u>	(( <del>\$1.0138</del> )) <u>\$1.1046</u>	(( <del>\$1.0432</del> )) <u>\$1.1366</u>
Greater than <del>((1,000))</del> <u>1,200</u> up to <del>((4,500))</del> <u>2,500</u>	(( <del>\$1.3254</del> )) <u>\$1.4441</u>	(( <del>\$1.3638</del> )) <u>\$1.4860</u>	(( <del>\$1.4034</del> )) <u>\$1.5291</u>
Greater than <del>((4,500))</del> <u>2,500</u> up to <u>4,500</u>	(( <del>\$1.7016</del> )) <u>\$1.8540</u>	(( <del>\$1.7509</del> )) <u>\$1.9077</u>	(( <del>\$1.8017</del> )) <u>\$1.9631</u>
Greater than <u>4,500</u>	<u>\$2.3153</u>	<u>\$2.3824</u>	<u>\$2.4515</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
  2. licensed as such by the state department of social and health services; and
  3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

**13.04.2014 Outside City Rate to Other Purveyors**

- A. The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
<del>(((\$1.2060))</del> <u>\$1.3140</u>	<del>(((\$1.2410))</del> <u>\$1.3521</u>	<del>(((\$1.2770))</del> <u>\$1.3913</u>

B. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

**13.04.2015 Outside City Planned Unit Developments (PUD)**

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B). ~~((Consumption beyond seventy units of service will be assessed a per unit rate of:~~

<del>2018</del>	<del>2019</del>	<del>2020</del>
<del>\$1.8091</del>	<del>\$1.8616</del>	<del>\$1.9156</del>

~~per one hundred cubic feet used per month.))~~

C. Size of Service / Meter Charge Per Month.



Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
1 inch or smaller	<del>(((\$33.38))</del> <u>\$36.38</u>	<del>(((\$34.35))</del> <u>\$37.43</u>	<del>(((\$35.35))</del> <u>\$38.52</u>
1 ½ inch	<del>(((\$49.71))</del> <u>\$54.16</u>	<del>(((\$51.15))</del> <u>\$55.73</u>	<del>(((\$52.63))</del> <u>\$57.34</u>
2 inch	<del>(((\$67.30))</del> <u>\$73.33</u>	<del>(((\$69.25))</del> <u>\$75.46</u>	<del>(((\$71.26))</del> <u>\$77.65</u>
3 inch	<del>(((\$103.27))</del> <u>\$112.51</u>	<del>(((\$106.26))</del> <u>\$115.77</u>	<del>(((\$109.34))</del> <u>\$119.13</u>
4 inch	<del>(((\$139.39))</del> <u>\$151.87</u>	<del>(((\$143.43))</del> <u>\$156.27</u>	<del>(((\$147.59))</del> <u>\$160.80</u>
6 inch	<del>(((\$194.04))</del> <u>\$211.42</u>	<del>(((\$199.67))</del> <u>\$217.55</u>	<del>(((\$205.46))</del> <u>\$223.86</u>
8 inch	<del>(((\$389.79))</del> <u>\$424.69</u>	<del>(((\$401.09))</del> <u>\$437.00</u>	<del>(((\$412.72))</del> <u>\$449.68</u>
10 inch	<del>(((\$565.64))</del> <u>\$616.26</u>	<del>(((\$582.01))</del> <u>\$634.13</u>	<del>(((\$598.89))</del> <u>\$652.52</u>

D. ~~((Water-Wastewater Capital Rates))~~ Capital Charge.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

**13.04.2016 Outside City Commercial and Industrial Rates**

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
1 inch or smaller	<del>(((\$33.38))</del> <u>\$36.38</u>	<del>(((\$34.35))</del> <u>\$37.43</u>	<del>(((\$35.35))</del> <u>\$38.52</u>

1 ½ inch	<del>(((\$49.71))</del> <u>\$54.16</u>	<del>(((\$51.15))</del> <u>\$55.73</u>	<del>(((\$52.63))</del> <u>\$57.34</u>
2 inch	<del>(((\$67.30))</del> <u>\$73.33</u>	<del>(((\$69.25))</del> <u>\$75.46</u>	<del>(((\$71.26))</del> <u>\$77.65</u>
3 inch	<del>(((\$103.27))</del> <u>\$112.51</u>	<del>(((\$106.26))</del> <u>\$115.77</u>	<del>(((\$109.34))</del> <u>\$119.13</u>
4 inch	<del>(((\$139.39))</del> <u>\$151.87</u>	<del>(((\$143.43))</del> <u>\$156.27</u>	<del>(((\$147.59))</del> <u>\$160.80</u>
6 inch	<del>(((\$194.04))</del> <u>\$211.42</u>	<del>(((\$199.67))</del> <u>\$217.55</u>	<del>(((\$205.46))</del> <u>\$223.86</u>
8 inch	<del>(((\$389.79))</del> <u>\$424.69</u>	<del>(((\$401.09))</del> <u>\$437.00</u>	<del>(((\$412.72))</del> <u>\$449.68</u>
10 inch	<del>(((\$565.61))</del> <u>\$616.26</u>	<del>(((\$582.01))</del> <u>\$634.13</u>	<del>(((\$598.89))</del> <u>\$652.52</u>

- C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Zero up to 600 (Charge for all use: zero up to 600.)	<del>(((\$0.4830))</del> <u>\$0.5262</u>	<del>(((\$0.4970))</del> <u>\$0.5415</u>	<del>(((\$0.5114))</del> <u>\$0.5572</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	<del>(((\$1.0026))</del> <u>\$1.0924</u>	<del>(((\$1.0317))</del> <u>\$1.1241</u>	<del>(((\$1.0616))</del> <u>\$1.1567</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	<del>(((\$1.4501))</del> <u>\$1.5799</u>	<del>(((\$1.4921))</del> <u>\$1.6257</u>	<del>(((\$1.5354))</del> <u>\$1.6728</u>

#### D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/02/2020

<u>Date Rec'd</u>	10/21/2020
<u>Clerk's File #</u>	ORD C35965
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - WATER-WASTEWATER CAPITAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Water-Wastewater Capital rates for 2021, 2022, 2023. The ordinance also establishes separate rates for customers who receive only water services and customers who receive only sewer services.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 7/23/20 and 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org
Additional Approvals		acline@spokanecity.org
<u>Purchasing</u>		cmorse@spokanecity.org
		dkegley@spokanecity.org
		cconklin@spokanecity.org
		bpatrick@spokanecity.org

## ORDINANCE NO. C35965

AN ORDINANCE relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Whereas, the City of Spokane operates a combined water and wastewater fund for capital improvements to the Water and Wastewater Systems; and

Whereas, all utility accounts are assessed a capital charge in addition to the basic utility charge and applicable consumption charge; and

Whereas, the City has retained FCS Group to perform and evaluate the components of the City's utility rate structure and capital management fund to determine the cost to provide water specific and wastewater specific services to their customers; and

Whereas, following review, FCS Group reviewed and recommended an allocation to be applied to existing water only and wastewater only accounts for capital charges associated with the specific utility service.

Now therefore, the City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

### **13.035.500 Water-Wastewater Capital Rates**

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – <u>per month</u>			
	<del>((2018))</del> <u>2021</u>	<del>((2019))</del> <u>2022</u>	<del>((2020))</del> <u>2023</u>
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	<del>((<u>\$28.70</u>))</del> <u>\$31.27</u>	<del>((<u>\$29.53</u>))</del> <u>\$32.18</u>	<del>((<u>\$30.39</u>))</del> <u>\$33.11</u>
Domestic user – Outside City	<del>((<u>\$32.89</u>))</del> <u>\$35.83</u>	<del>((<u>\$33.84</u>))</del> <u>\$36.87</u>	<del>((<u>\$34.82</u>))</del> <u>\$37.94</u>
Commercial User:			

Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	(( <del>\$28.70</del> )) <u>\$31.27</u>	(( <del>\$29.53</del> )) <u>\$32.18</u>	(( <del>\$30.39</del> )) <u>\$33.11</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	(( <del>\$0.6019</del> )) <u>\$0.6559</u>	(( <del>\$0.6194</del> )) <u>\$0.6749</u>	(( <del>\$0.6374</del> )) <u>\$0.6945</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	(( <del>\$32.89</del> )) <u>\$35.83</u>	(( <del>\$33.84</del> )) <u>\$36.87</u>	(( <del>\$34.82</del> )) <u>\$37.94</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	(( <del>\$1.2036</del> )) <u>\$1.3114</u>	(( <del>\$1.2385</del> )) <u>\$1.3495</u>	(( <del>\$1.2744</del> )) <u>\$1.3886</u>
Other services:			
<u>PDA - Domestic User</u>	<u>\$31.27</u>	<u>\$32.18</u>	<u>\$33.11</u>
<u>PDA - Commercial user</u> Minimum commercial user charge (includes first forty eight units)	<u>\$31.27</u>	<u>\$32.18</u>	<u>\$33.11</u>
<u>PDA - Commercial user</u> Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.6559</u>	<u>\$0.6749</u>	<u>\$0.6945</u>
<u>PDA Water only Domestic User -Capital Charge</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>PDA Water only Commercial User</u> Minimum commercial user charge (includes first forty eight units)	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>PDA Water Only Commercial User</u> Capital consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.2623</u>	<u>\$0.2699</u>	<u>\$0.2777</u>
<u>PDA Wastewater only Domestic User– Capital Charge</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>PDA Wastewater only Commercial User</u> Capital consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.3936</u>	<u>\$0.4050</u>	<u>\$0.4167</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	(( <del>\$1.2036</del> )) <u>\$1.3114</u>	(( <del>\$1.2385</del> )) <u>\$1.3495</u>	(( <del>\$1.2744</del> )) <u>\$1.3886</u>
Non-domestic process water-wastewater capital rate (per thousand gallons)	(( <del>\$41.26</del> )) <u>\$44.95</u>	(( <del>\$42.46</del> )) <u>\$46.26</u>	(( <del>\$43.69</del> )) <u>\$47.60</u>
Septage charge (per thousand gallons)	(( <del>\$41.26</del> )) <u>\$44.95</u>	(( <del>\$42.46</del> )) <u>\$46.26</u>	(( <del>\$43.69</del> )) <u>\$47.60</u>

<u>Water Service Only Domestic User- Capital Charge – In City</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>Water Service Only Domestic User- Capital Charge – Outside City</u>	<u>\$14.33</u>	<u>\$14.75</u>	<u>\$15.18</u>
<u>Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>Water Service Only Commercial User – In City - capital consumption charge (over forty eight units) (per hundred cubic feet)</u>	<u>\$0.2623</u>	<u>\$0.2699</u>	<u>\$0.2777</u>
<u>Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)</u>	<u>\$14.33</u>	<u>\$14.75</u>	<u>\$15.18</u>
<u>Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)</u>	<u>\$0.5246</u>	<u>\$0.5398</u>	<u>\$0.5555</u>
<u>Wastewater Service Only Domestic User – Capital Charge – In City</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>Wastewater Service Only Domestic User – Capital Charge – Outside City</u>	<u>\$21.50</u>	<u>\$22.12</u>	<u>\$22.76</u>
<u>Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)</u>	<u>\$0.3936</u>	<u>\$0.4050</u>	<u>\$0.4167</u>
<u>Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)</u>	<u>\$21.50</u>	<u>\$22.12</u>	<u>\$22.76</u>
<u>Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)</u>	<u>\$0.7868</u>	<u>\$0.8096</u>	<u>\$0.8331</u>

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





**Agenda Sheet for City Council Meeting of:**  
11/09/2020

<b>Date Rec'd</b>	10/29/2020
<b>Clerk's File #</b>	ORD C35969
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2020-0088
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	PAUL INGIOSI 625-6061
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0410 - PROPERTY TAX ORDINANCE (2021 TAXES)

**Agenda Wording**

An Ordinance making the annual City of Spokane property tax levy for 2021.

**Summary (Background)**

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HUGHES, MICHELLE		<u>Study Session\Other</u>	Finance Committee -
<u>Division Director</u>		WALLACE, TONYA		<u>Council Sponsor</u>	Council President Beggs
<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>					



# 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:** 10/28/2020

**Type of expenditure:**

Goods



Services



**Department:**

**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?**

**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:** Marlene Feist mfeist@spokanecity.org

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

## ORDINANCE NO. C35969

An ordinance updating the annual City of Spokane property tax levy for 2021.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2021, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2020) was \$62,088,437.90 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

### **Section 1. Regular Levy.**

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2021 tax year, said increase to be in the amount of \$620,884.38, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds.
- B. This increase is exclusive of additional revenue in 2021 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law.
- C. Resolution No. 2016-0093 concerning a levy for library services, passed by the Spokane City Council on November 14, 2016 and approved by the voters in the election of April 25, 2017, provides for an increase in the regular property tax levy in excess of state law beginning in 2018. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.07 per \$1,000 of assessed valuation. This voter approved levy will remain in effect for a period of seven years.
- D. The total regular property tax levy for 2021, including amounts estimated for new construction, annexations, refunds, any other add-ons, and the voter approved levy for library services, is estimated at \$63,620,000 and is a percentage increase of 2.47% from the previous year's actual levy prior to the inclusion of 2020

administrative refunds. Inclusive of 2020 administrative refunds, the 2021 levy represents a 2.17% increase.

## **Section 2. Public Safety Levy Lid Lift (Regular Levy).**

- A. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.30 per \$1,000 of assessed valuation. This voter approved levy will remain in effect in perpetuity. Based on preliminary assessed value figures, voter approval of Proposition 1 allows for an estimated \$6,470,000 to be collected and used specifically for police and fire personnel and funding crime reduction programs.
- B. As stated in Resolution No. 2018-0103, this levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 85.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.

## **Section 3. Existing GO Bonds.**

In the case of the tax levied to raise \$9,290,775 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

## **Section 4. EMS Levy.**

Ordinance C-35366 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 22, 2016 and approved by the voters in the election of April 26, 2016, provides for a levy for six consecutive years beginning in 2017, with the rate in the first year being 50 cents per \$1,000 of assessed valuation.

- A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2021 the City is requesting an increase of \$90,077.57 which is a 1% increase over the 2020 EMS Levy.
- B. This increase is exclusive of additional revenue in 2021 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total EMS levy for 2021, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$9,205,000 and is a percentage increase of 2.18% from the previous year levy of \$9,007,756.80.

**Section 5. Certification; Filing.**

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

11/09/2020

**Date Rec'd**

10/29/2020

**Clerk's File #**

ORD C35970

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

COMMUNICATIONS

**Contact Name/Phone**

MARLENE FEIST X6505

**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

0330-CABLE TELEVISION FRANCHISE WITH COMCAST

**Agenda Wording**

Granting a non-exclusive Franchise Agreement to Comcast Cable Communications Mgmt., LLC, to use public rights-of-way and other public places in the City of Spokane for the purpose of providing cable TV services with a variety of terms & conditions.

**Summary (Background)**

Comcast has provided cable television services in the City for some time. The last franchise with the company was entered into in 2005 and continued through November 2017; it had been administratively extended while negotiations continued. Comcast and the City have completed negotiations and present this 10-year non-exclusive cable franchise for approval. The goal is to ensure that our City has modern systems capable of serving future needs of our citizens & businesses.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

DELAY, JOHN

**Study Session\Other**

PIES 7/27/2020 &amp;

**Division Director**

CODDINGTON, BRIAN

**Council Sponsor**

Breean Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mfeist@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jdelay@spokanecity.org

**Additional Approvals**

tszamblen@spokanecity.org

**Purchasing**

terry\_davis@comcast.com

steven\_holmes@cable.comcast.com

brian.grogan@lawmoss.com

## Briefing Paper

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

<b>Division &amp; Department:</b>	Communications Department
<b>Subject:</b>	Updated Cable Franchise with Comcast
<b>Date:</b>	10/26/2020
<b>Contact (email &amp; phone):</b>	Marlene Feist; <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> ; (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, PW Director of Strategic Development
<b>Committee(s) Impacted:</b>	PIES, Urban Experience, Finance
<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)	This franchise meets goals around technology availability and economic development.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	November anticipated approval of franchise
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an updated cable franchise with provider Comcast.

#### Background/History:

Comcast has operated in the City of Spokane for some time. The last franchise with the company was entered into in 2005 and continued through November 2017. The franchise has been extended while negotiations for a new franchise proceeded. Comcast had been our only cable provider for some time, but this is a non-exclusive franchise for such services. TDS Metrocom received a cable franchise earlier this year, which will provide citizens with additional choice.

#### Executive Summary:

The City's Legal and Communications departments have been meeting with representatives of Comcast to negotiate an updated cable franchise. Comcast's previous franchise with the City was approved in November 2005 and expired in November 2017; terms of the franchise were extended while negotiations for a new franchise have continued. The terms are consistent with those in the franchise of the City's new cable entrant, TDS Metrocom.

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

Here are the highlights:

- Franchise Term Length: 10 years
- Franchise Fee: 5 percent
- Utility Tax: 6 percent
- PEG Channels: 6 channels (2 High-Definition and 4 Standard Definition Channels); CityCable 5 maintains the same location: Channel 5 in standard definition and Channel 325 in HD.
- PEG Financial Support: 0.7% of gross revenues for PEG Capital costs. These fees support capital expenses associated with the City's government-access channels as well as Community Minded TV and Education Access channels.
- Technology: As a legacy system that already serves the entire City, Comcast will maintain a hybrid fiber coaxial, fiber-to-the-node system architecture, capable of delivering high-quality

digital signals that meet or exceed FCC requirements.

- Service area: Comcast's service area already includes the entire City, and annexed areas shall be provided service within 12 months of notification of the annexation.
- Other: Comcast will comply with the City's pavement cut policy and similar policies and will comply with the customer service and related standards found in SMC 10.27.

**Budget Impact:**

Approved in current year budget?

☒

Yes

☐

No

☐

N/A

Annual/Reoccurring expenditure?

☐

Yes

☒

No

☐

N/A

If new, specify funding source:

Other budget impacts:

**Operations Impact:**

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:





# 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: 10/28/2020    Type of expenditure:    Goods ☐    Services ☐

Department:

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?**

**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: Marlene Feist mfeist@spokanecity.org

FINANCE SIGNATURE:

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CITY ADMINISTRATOR SIGNATURE:

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**CABLE COMMUNICATIONS FRANCHISE  
BY AND BETWEEN  
CITY OF SPOKANE, WASHINGTON  
AND  
COMCAST CABLE  
COMMUNICATIONS MANAGEMENT, LLC**

**October 8, 2020**

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CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. \_\_\_\_\_

An Ordinance renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.  
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and Comcast Cable Communications Management, LLC (“Franchisee”).

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

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

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

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

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

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

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

SECTION 2.  
TITLE.

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

SECTION 3.  
DEFINITIONS.

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

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

a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

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

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

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

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

(I) “Complaint” shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the City to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC.

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

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

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

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

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

(O) “Franchisee” shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(P) “Franchise Fee” means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area as set forth in Section 4, in accordance with Section 622 of the Cable Act and federal law.

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



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

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

- b) Any taxes and/or fees on services furnished by Franchisee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC user fee shall not be regarded as such a tax or fee;
- c) Public, Educational and Governmental (PEG) Fees collected by Franchisee from Subscribers;
- d) Contra expenses including but not limited to launch fees and marketing co-op fees to the extent consistent with GAAP; and
- e) Unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues to the extent consistent with GAAP.

(10) To the extent revenues are derived by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the Franchise Area. The City reserves its right to review and to challenge Franchisee's calculations.

(11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC on the first quarterly payment statement implementing the change. Upon the City's written request and subject to Franchisee's reasonable confidentiality requirements, Franchisee shall provide additional detail, explanation and/or reference to source materials.

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

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

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

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

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

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

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

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

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

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

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

(CC) “Standard Installation” shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply

with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.

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

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

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

#### SECTION 4. GRANT OF AUTHORITY.

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

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to construct a Cable System in the City’s Public Rights of Way.

#### SECTION 5. AUTHORITY NOT EXCLUSIVE.

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

SECTION 6  
COMPETITIVE EQUITY.

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

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

(C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

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

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

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

#### SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of 47 USC §547.

#### SECTION 8. PREVIOUS RIGHTS ABANDONED.

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate as between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification, and maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

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

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

subsequent to the effective date of this Franchise Agreement. This section shall not be interpreted to prevent Franchisee from engaging in state, federal, or local lobbying efforts, either independently or as part of a consortium, on matters of interest to the Franchisee or the industry.

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

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

SECTION 10.  
[RESERVED].

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

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

SECTION 12.  
TAXES.

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

SECTION 13.  
FRANCHISE AGREEMENT.

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services

and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.  
RENEWAL.

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

SECTION 15.  
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

(A) The Franchisee shall maintain its Cable System as a hybrid fiber coaxial, fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and coaxial cable deployed from the node to Subscribers homes. During the term of this Franchise, the Franchisee's Cable System shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.

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

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

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

(D) The City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee.



[Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16.  
CABLE SERVICE.

(A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City. Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service within twelve (12) months of the time of the City notifying Franchisee of the annexation.

(B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides to the extent required by state and federal law. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation will be provided at Franchisee's published rate for Standard Installations.

(C) The City and Franchisee acknowledge that the Franchisee currently provides, without charge, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A, attached hereto ("Complimentary Service"). Subject to Section 35(D) of this Franchise Agreement, Franchisee shall continue to provide service to the City as set forth in this Section 16(C). However, the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair distribution of service to public buildings between all franchised cable operators in the City.

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

(2) The Complimentary Service will not be used for commercial purposes, and the outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to

prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.

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

(D) Franchisee shall extend the System to any portion of the City after the date of the Franchise Agreement, when dwellings can be served by extension of the System past dwellings equivalent to a density of seven (7) dwellings per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for a waiver of this requirement, such waiver to be granted (1) for good cause shown, or (2) where Franchisee's System penetration level (defined as the percentage obtained by dividing (x) the number of Franchisee's Subscribers, by (y) the total number of dwelling units in the Franchise Area) drops below thirty-five percent (35%). The City shall not require Franchisee to extend Service to any dwelling that is already receiving Service from a competing provider. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more dwellings per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any Subscriber drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the Subscriber other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials. This provision has been negotiated taking into consideration the unique features of residential property in the City, including the size of lots, historical layout of developments and other factors.

#### SECTION 17. PROGRAMMING.

(A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. §§ 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

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

- (1) Educational programming;
- (2) News, weather and information;

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

(C) The Franchisee shall offer to all Subscribers a diversity of Video Programming services and it will not eliminate any broad categories of programming without first obtaining the written approval of the City, such approval not to be unreasonably withheld.

(1) Franchisee shall notify in writing the City, or its designee, of its intent to eliminate any broad category of programming noted in subsection (A). The City, or its designee, shall make a determination on such request not later than sixty (60) days after receipt of the request by Franchisee. In the event that the City makes an adverse determination, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. [Cross reference SMC 10.27A.905.]

## SECTION 18.

### RATES.

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

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber. Notice shall not be required in cases where the Franchisee adds additional Channels to any tier, provided there is no concurrent rate change.

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

SECTION 19.  
ACCESS AND LOCAL PROGRAMMING.

(A) Access Channels.

(1) Commencing on the effective date of this Franchise Agreement, Franchisee shall continue to make available eight (8) full-time activated Access Channels for Non-commercial use.

(2) The City may designate entities to be responsible for administering use of the PEG Access Channels. Such entities shall be responsible for the utilization, programming and scheduling of the Access Channels designated for PEG use and public use respectively.

(3) The Franchisee shall provide the PEG Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge, and so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier. If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

(4) At such time as all other Basic Service Channels (or its equivalent tier) excluding PEG Access Channels, are carried in HD, the SD PEG Access Channels will also be carried by Franchisee in HD, at which time the SD PEG Access Channels will be discontinued and the maximum number of PEG Access Channels shall be four (4) HD Channels, subject to Section 19(A)(7).

(5) Within six (6) months of the effective date of this Franchise, and upon completion of the Fire Training Channel connection set forth below, Franchisee shall reclaim two (2) SD Access Channels for one (1) HD Access Channel simulcast. The two (2) SD Access Channels to be reclaimed shall be the Fire Training Channel and another Access Channel selected by the City in City's sole discretion.

(6) No sooner than twelve (12) months of the effective date of this Franchise, Franchisee shall reclaim two (2) additional SD Access Channels which will result in the City retaining a total of four (4) SD Access Channels and two (2) additional simulcast SD/HD Access Channels.

(7) Within six (6) months of the effective date of this Franchise, Franchisee shall either: 1) construct a dedicated two-way connection between the Fire Training Center and City Hall, to replace the SD Fire Training Center Access Channel, the cost estimated to be Twenty Thousand and No/100 Dollars (\$20,000) shall be paid for out of the City's PEG Fee; or 2) the City shall assume responsibility for the construction of the connection and Franchisee shall cooperate, the City's construction cost may be paid for out of the PEG Fee so long as consistent with applicable federal law.

(8) City shall be responsible for all programming requirements on the PEG Access Channels, including but not limited to scheduling, playback, training, staffing, copyright clearances, and production equipment owned and controlled by the City, including maintenance and repair of such production equipment.

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

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

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

(D) PEG Access Channel Quality.

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

(2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized

access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

(E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.

(F) PEG Fee.

(1) Within sixty (60) days after the effective date of this Franchise Agreement, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted quarterly to the City in the same manner and at the same time as the Franchise Fee.

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

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

(4) Any PEG Fees owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently

cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.

(G) Guide Selection. Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with federal law.

(H) PEG Access Programming Connectivity.

(1) Under Section 19(k) of the 2005 franchise between City and Franchisee, Franchisee agreed to construct and maintain two-way connections. Franchisee was permitted to recoup all of its construction and maintenance costs (\$250,000) from the City's PEG Fee over the term of the 2005 franchise. Currently Franchisee is providing the City with nine (9) complimentary two-way connections to facilitate the live playback of PEG programming in the City. The City has agreed as part of this renewal to reduce the number of two-way connections down to just two (2) remaining connections to facilitate PEG origination over the next Franchise term. The City and Franchisee acknowledge that the Franchisee currently provides and maintains, free of charge to the City, the existing two-way connections located at: 1) the KSPS Facility, located at 3911 South Regal Street; and 2) the City Hall via City Water Works Building on Hamilton & North Foothills. These connections enable the transmission of PEG Access programming over the Cable System. Franchisee shall maintain the two (2) above-referenced connections for the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets) except that Franchisee may, if permitted by federal law, invoice the City for any actual repair or maintenance costs. Such actual repair or maintenance costs shall be estimated to the City in advance when possible, and shall be documented and invoiced to the City by Franchisee for payment.

(2) If the City desires to add new connection points over the term of this Franchise Agreement in addition to the above list, upon (one hundred twenty (120) days written request of the City, and written approval by the City of

Franchisee's construction charges, the Franchisee will construct the new two-way connection, as proposed by the City.

(3) Failure to comply with the provisions of this section shall constitute a material breach of this Franchise Agreement.

#### SECTION 20. PARENTAL CONTROL.

(A) Franchisee shall provide Subscriber controlled lockout capability at a reasonable charge to Subscribers upon their request.

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

#### SECTION 21. TRANSFER OF RIGHTS.

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

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

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

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

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



## SECTION 22.

### LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

- (A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as “Performance Security” as follows: Franchisee, based upon its past performance, shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the performance bond which has been sustained following all applicable appeals), the City may require the performance bond to be replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.
- (B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.
- (C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.
- (D) The City reserves the right to impose additional construction bond requirements upon the Franchisee, pursuant to the generally applicable terms and provisions of the Spokane’ Municipal Code, regarding Franchisee’s construction in the Public Right of Way.

## SECTION 23.

### PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

- (A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City’s right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:
- (1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments and taxes, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City’s right to draw upon the Performance Security up to the amount of nonpayment, plus applicable

interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]

(2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.

(3) The time periods for lawful withdrawal referenced in Section 23(A) (1) and (2) above, may be extended by City in writing in City's discretion. For any other reason besides Section 23(A) (1) and (2) above, Franchisee may request a hearing under Section 26 prior to a City draw on Performance Security. This limitation expires upon expiration of the time to request the hearing, or if one is requested, it expires thirty (30) days after the municipal hearings process is concluded, whether or not further court review is requested. This shall not limit the right of Franchisee to seek injunctive relief in appropriate cases with respect to said draw.

(B) Upon drawing funds from the Performance Security, the City shall give written notice thereof the Franchisee. Not later than thirty (30) days after the mailing or delivery of notice from City to Franchisee indicating a draw, Franchisee must restore the Performance Security to its full required amount.

(C) The collection by City of any damages, monies or penalties from the Performance Security shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Performance Security be deemed a waiver of any right of City pursuant to this Franchise Agreement, except as provided with respect to liquidated damages or as provided in Section 23.

#### SECTION 24. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except

time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Franchisee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) contesting it; or
- (2) accepting it and agreeing to cure as requested within time limits specified; or
- (3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.

(C) If the official is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing thereafter as provided in Section 26(C).

(D) Code Violations. Franchisee agrees the City may elect to enforce any provision of the Spokane Municipal Code without regard to this Franchise Agreement.

#### SECTION 25. LIQUIDATED DAMAGES.

(A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages.

(B) The City shall specify any damages subject to this section and shall include such information in the notice sent to Franchisee required under Section 24(A). Such a notice may provide for damages sustained prior to the notice where so provided, and subsequent thereto pending compliance by Franchisee.

(C) To the extent that the City elects to assess liquidated damages as provided in this section and such liquidated damages have been paid, the parties agree that this shall be the City's sole and exclusive damage remedy in lieu of actual damages; provided, that this shall not limit the right of the City to seek equitable or other relief as reserved in Section 26(C).

(D) Unless otherwise provided, liquidated damages do not accrue after the timely filing of a request for hearing by Franchisee until the time of a decision from the hearing. Nothing in this section prevents the parties from settling any dispute relating to liquidated damages by mutual stipulation.

(E) Franchisee may cure the breach or violation within the time specified to petition for review to the City's satisfaction, whereupon no liquidated damages are assessed.

(F) After fulfilling the procedure required under Section 24, Franchisee has thirty (30) days to pay such amounts. If not paid thereafter, liquidated damages shall be immediately payable from the Performance Security, without further notice, upon demand by the City and a statement that the provisions of this section have been fulfilled. Franchisee may seek review of any assessment of liquidated damages under Section 26.

(G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City.

(1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,

(2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.

(3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.

(4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.

(5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.

(6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.

(7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.

(8) Failure to indemnify the City as required in Section 25: Five Hundred and No/100 Dollars (\$500) per day. NOTE: this assessment is for delay only and does not excuse any other actual damages for failure to indemnify.

(9) Failure to pay liquidated damages lawfully assessed under this Franchise Agreement, where the same have not been otherwise recovered from the Performance Security: one percent (1%) of the unpaid amount per month. There is no cumulative limitation on the amount of this item, no right of cure beyond any extended prior to the assessment of liquidated damages and no abeyance pending any hearings or appeal process beyond that as may have been previously extended at the time such liquidated damages were initially assessed.

(10) For all other violations of the Franchise Agreement for which actual damages may not be ascertainable: One Hundred and No/100 Dollars (\$100) per day for each violation.

(11) Where Franchisee has three (3) or more of the same violation or breach events (an “event” may involve multiple customers, but is discrete in time or circumstances) within any twelve (12) month period, all applicable damages amounts are doubled.

## SECTION 26. HEARINGS.

Except for revocation matters, which are dealt with in Section 27, Franchisee may request a hearing as follows:

(A) Franchisee files a written request within fourteen (14) days of receipt of a decision it wants reviewed with the City Administrator. The request does not stay the effect of the decision or obligation to comply or exercise of any remedy available to the City except as otherwise provided. The City Administrator may conduct the hearing or appoint an alternate hearings officer, who shall not be the person issuing the order or such person’s subordinate. For matters exceeding Twenty-five Thousand and No/100 Dollars (\$25,000) reasonably estimated value in controversy as determined by the City Administrator, the Franchisee may file a request that the City Hearings Examiner conduct the hearing. A reasonable filing fee may be set by the Hearings Examiner or generally applicable ordinances. If not otherwise provided, the filing fee is One Hundred and No/100 Dollars (\$100).

(B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape, for matters involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.

(C) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default in fifteen (15) days or as otherwise ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may draw from the Performance Security any liquidated damages or penalties resulting from Franchisee's default if not already done or await the conclusion of the judicial process. Nothing herein limits the City's right to seek any other relief as provided in Section 26.

(1) If liquidated damages have not been assessed and paid, seek any other legal or equitable relief as provided by contract or at law and/or

(2) await the conclusion of any judicial review process.

(3) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with Section 27 and/or assert such default as a basis for non-renewal or non-extension of the Franchise Agreement.

(4) Where Franchisee seeks judicial review and ultimately prevails, any money judgment against the City shall be paid or may thereafter be offset by Franchisee, in Franchisee's discretion, against further Franchise Fee payments due to the City. In such event, Franchisee shall notify the City at least sixty (60) days prior to apply the offset.

#### SECTION 27. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any

explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee and City staff shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. Franchisee may request or the City may refer the matter to be heard by the City's hearing examiner. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits or refer extended presentations to the City hearing examiner.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, it shall direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that are reasonable under the circumstances, as determined in City's sole discretion. If the City Council determines that the Franchise Agreement is to be revoked, the City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

SECTION 28.  
INSURANCE, BONDS, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than “A” or equivalent, for the following:

(1) A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in the annual aggregate.

(2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.

(B) If the Franchisee undertakes any construction with regard to the Cable System, the cost of which exceeds Five Hundred Thousand and No/100 Dollars (\$500,000), the Franchisee shall maintain a construction bond in accordance with SMC 10.27A.320(B).

(C) Not less than thirty (30) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement and SMC 10.27A.320.

(D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall



apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(E) Failure to comply with the provisions this section shall constitute a material breach of this Franchise Agreement.

(F) Franchisee waives immunity under Title 51 RCW to the extent necessary to fulfill its indemnity obligation. This provision has been specifically negotiated.

## SECTION 29. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records which are governed by Section 30(D) hereof.

(B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be

proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

(C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems propriety and confidential and the reasons for its confidentiality in writing to the City. Each page of such information provided will be clearly marked as "proprietary and confidential." The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.

(D) The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(E) Franchisee shall provide the quarterly customer service report required in SMC 10.27A.410(A). Such reporting requirement may be relieved by the City Administrator in his sole discretion.

(F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC's rules and regulations.

(G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee's actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.  
PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by forty-five (45) days after the end of each calendar month.

(B) No acceptance by the City of any payment from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Franchisee acknowledges and agrees that the Franchise Fees payable by Franchisee to City pursuant to this Franchise Agreement as well as capital support provided by Franchisee for PEG access equipment and facilities are authorized under the Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.

(D) Any Franchise Fee payments owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(E) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

(F) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 31.  
SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:      City Administrator  
                     City of Spokane  
                     5<sup>th</sup> Floor Municipal Building  
                     W 808 Spokane Falls Boulevard  
                     Spokane WA 99201-3333

If to Franchisee:  
                     General Manager  
                     Comcast Cable Communications Management, LLC  
                     1717 East Buckeye Avenue  
                     Spokane, Washington 99207

Non-binding   Government Affairs Department  
Courtesy       Comcast Cable Communications Management, LLC  
Copy:           15815 25<sup>th</sup> Avenue W  
                     Lynnwood, Washington 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.  
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.  
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards. Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way

that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Franchisee is no longer subject to federal requirements concerning subscriber privacy.

#### SECTION 34. REMEDIES CUMULATIVE.

The rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

#### SECTION 35. MISCELLANEOUS PROVISIONS.

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) In-Kind Cable-Related Contributions.

(1) To the extent lawful under federal law, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that

the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(C) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately identified charge payable by the City to the Franchisee.

(2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If allowed by subsequent state and federal law, the City may require Franchisee to provide Complimentary Service to the sites set forth in Exhibit A and PEG transport as provided in Section 19(H) for the remaining Franchise term at no charge. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.

(E) Contract: State and Federal Law. This Franchise Agreement has been reviewed by both the City and Franchisee and each party agrees that the document is valid under applicable state and federal law and each party agrees to be bound by its provisions subject to Section 35 (B) herein. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law.

#### SECTION 36. APPLICABLE LAW.

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on \_\_\_\_\_, 2020

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

December 8, 2020  
EFFECTIVE DATE

---

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

Date: \_\_\_\_\_, 2020

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

Its: \_\_\_\_\_

SWORN TO BEFORE ME this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

## **EXHIBIT A**

### **Free Service to Public Buildings**

<u>NAME</u>	<u>ADDRESS</u>
1. City Hall	808 W Spokane Falls Blvd
2. Cops West	1901 W Boone Ave
3. COPS, Neva-Wood	4705 N Addison St
4. Community Access Center	104 W 3 <sup>rd</sup> St., Suite B
5. 4 separate PEG playback locations – all at City Hall	808 W Spokane Falls Blvd





**Agenda Sheet for City Council Meeting of:**  
11/02/2020

<b><u>Date Rec'd</u></b>	10/13/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0781
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	RE19678

<b><u>Submitting Dept</u></b>	FLEET OPERATIONS
<b><u>Contact Name/Phone</u></b>	ERIC OLSEN 835-4505
<b><u>Contact E-Mail</u></b>	EOLSEN@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-PURCHASE OF K8S

**Agenda Wording**

Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.

**Summary (Background)**

The 2 Police K8s will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police K8s for the Police Department. Funding for this is included in the Police Department budget.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Expense	\$	97,254.31		#	590279115940005640499999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>				<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>		PAINE, DAVID		<b><u>Study Session\Other</u></b>	10/19/2020
<b><u>Division Director</u></b>		WALLACE, TONYA		<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Finance</u></b>		ORLOB, KIMBERLY		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		ODLE, MARI		mmartinez	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL			
<b><u>Additional Approvals</u></b>					
<b><u>Purchasing</u></b>		PRINCE, THEA			
<b><u>POLICE</u></b>		MEIDL, CRAIG			

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Police K8s
<b>Date:</b>	October 19, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 2 Police K8s will replace units that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of 2 Police K8s for the Police Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Police Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, October 6, 2020 1:09 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-74 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-74**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org  
Quote Notes:  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

Agate Black (UM) - 2

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,879.00	\$65,758.00
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	2	\$0.00	\$0.00
2021-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in),	2	\$0.00	\$0.00

Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]				
2021-0521-010	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	2	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	2	\$3,518.00	\$7,036.00
2021-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	2	\$3,582.00	\$7,164.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$289.00	\$578.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	2	\$50.00	\$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	2	\$25.00	\$50.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$259.00	\$518.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	2	\$543.00	\$1,086.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	2	\$0.00	\$0.00
2021-0521-043	Reverse Sensing System (76R)	2	\$275.00	\$550.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	2	\$673.00	\$1,346.00
2021-0521-047	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	2	\$0.00	\$0.00
2021-0521-049	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$50.00	\$100.00
2021-0521-054	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	2	\$663.00	\$1,326.00

2021-0521-061 Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$334.00	\$668.00
2021-0521-063 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	2	\$60.00	\$120.00
2021-0521-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	2	\$0.00	\$0.00
2021-0521-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	2	\$0.00	\$0.00
2021-0521-251 Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	2	\$417.00	\$834.00
2021-0521-254 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	2	\$519.00	\$1,038.00
2021-0521-279 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	2	\$581.00	\$1,162.00
2021-0521-389 Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (DWS-DOME-2) (DW389)	2	\$42.00	\$84.00

#### Quote Totals

<b>Total Vehicles:</b>	2
<b>Sub Total:</b>	\$89,718.00
<b>8.4 % Sales Tax:</b>	\$7,536.31
<b>Quote Total:</b>	\$97,254.31

# 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:** 10/14/2020    **Type of expenditure:** Goods ☒ Services ☐

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 191,631.69

**Funding Source:** SPD SIP Funds

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

**Why is this expenditure necessary now?**

This is to supplement 4 SPD Patrol vehicles that were included in SPD's capital plan for 2020. Grant funds were received to pay for 4 vehicles so this request is for 4 additional vehicles under the SIP. Total vehicle purchased using SIP funds remains unchanged from approved capital plan.

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

To avoid supplanting, these vehicles must be ordered in 2020.

**What alternative resources have been considered?**

N/A

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

SPD was awarded funding through WASPC to purchase 2 patrol vehicles for use by the Behavioral Health Unit. SPD also received JAG funding for 2 patrol vehicles for a total of 4 new vehicles. Four vehicles previously bought with SIP funds were re-allocated to grant funding to meet grant deadlines and now we are re-buying 4 vehicles with SIP funds.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

E2AAB6F5A12B489...



**Agenda Sheet for City Council Meeting of:**  
11/02/2020

<b><u>Date Rec'd</u></b>	10/20/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0782
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	RE19677

<b><u>Submitting Dept</u></b>	FLEET OPERATIONS
<b><u>Contact Name/Phone</u></b>	ERIC OLSEN 835-4505
<b><u>Contact E-Mail</u></b>	EOLSEN@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-PURCHASE OF TWO TAHOES

**Agenda Wording**

Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.

**Summary (Background)**

The 2 Police Tahoes will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police Tahoes for the Police Department. Funding for this is included in the Police Department budget.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense	\$ 94,377.38	# 590279115940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Study Session\Other</u></b>	10/19/20
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	mmartinez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	PRINCE, THEA		
<b><u>POLICE</u></b>	LUNDGREN, JUSTIN		

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Police Tahoes
<b>Date:</b>	October 19, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 2 Police Tahoes will replace units that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of 2 Police Tahoes for the Police Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Police Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



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**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

E2AAB6F5A12B489...

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, October 6, 2020 1:04 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-73 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-73**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org  
Quote Notes: Tahoe w/out Console  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

SATIN STEEL METALLIC G9K - 1

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-005	(AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00

2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-018 (R9Y)Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-020 (5Y1)Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	1	\$0.00	\$0.00
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2021-0501-025 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-059 Mud guards, front and rear(DLR)	1	\$185.00	\$185.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$43,252.00
<b>8.4 % Sales Tax:</b>	\$3,633.17
<b>Quote Total:</b>	\$46,885.17

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Thursday, October 8, 2020 8:57 AM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-92 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-92**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org  
Quote Notes: Tahoe with Console  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

BLACK GBA - 1

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-004	(A50)Seats, front bucket (When ordered with (9C1) Police Vehicle, includes (PQA) 1FL Safety Package. Includes (D07) floor console.)	1	\$745.00	\$745.00

2021-0501-005 (AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00
2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-014 (USR)USB data ports, 2, one type-A and one type-C, located within center console (Included and only available with (A50) front bucket seats.)	1	\$0.00	\$0.00
2021-0501-018 (R9YFleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2021-0501-025 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$43,812.00
<b>8.4 % Sales Tax:</b>	\$3,680.21
<b>Quote Total:</b>	\$47,492.21



**Agenda Sheet for City Council Meeting of:**  
11/02/2020

<b>Date Rec'd</b>	10/21/2020
<b>Clerk's File #</b>	ORD C35960
<b>Renews #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	PAUL INGIOSI 625-6061	<b>Project #</b>	
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0410 - CITYWIDE CIP ORDINANCE 2021-2026		

**Agenda Wording**

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2021-2026 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

**Summary (Background)**

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). Updates were provided to City Council on September 21, 2020 and October 19, 2020. A Plan Commission workshop was held on September 9, 2020. A Plan Commission hearing was held on October 14, 2020. The 2021-2026 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions, and Recommendations.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session\Other</u></b>	Finance Committee -
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b>	Council President Beggs
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	kemiller@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<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:

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:

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CITY ADMINISTRATOR SIGNATURE:

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## ORDINANCE NO. C35960

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2021 THROUGH 2026. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2021 through 2026) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 22, 2020 by Council Resolution 2020-0043, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 23, 2020, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 9, 2020; and

WHEREAS, after providing appropriate public notices, on October 14, 2020, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2021-2026), as set forth in the attached Citywide Capital Improvement Program (2021-2026).



Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2021-2026).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_.

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

Approved as to Form:

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

## **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2021-2026 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2021-2026 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.**

### **FINDINGS OF FACT:**

**A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").**

**B. The City's Comprehensive Plan is required to be consistent with the GMA.**

**C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.**

**D. The 2021-2026 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.**

**E. The City Plan Commission held one workshop on September 09, 2020, to obtain public comments on the 2021-2026 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2021-2026 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

***ACTION: Motion to accept the staff's Findings of Fact A through F.***

### **CONCLUSIONS:**

**A. The 2021-2026 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2021-2026 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.**

***ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.***

**RECOMMENDATIONS:**

**A. The Spokane City Plan Commission is certifying that the 2021-2026 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.**

**B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.**

  
Todd Beyreuther (Oct 21, 2020 11:21 PDT)

**Todd Beyreuther, President  
Spokane Plan Commission**



**Agenda Sheet for City Council Meeting of:**  
10/26/2020

<b>Date Rec'd</b>	10/14/2020
<b>Clerk's File #</b>	FIN 2020-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	PAUL INGIOSI 625-6061
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - BUDGET HEARINGS

**Agenda Wording**

Hearings for review of the 2021 Proposed Budget beginning Monday, November 2, 2020 and continuing thereafter at the regular City Council meetings through December 7, 2020.

**Summary (Background)**

As part of the annual budget process, the City Council will hold public hearings on the 2021 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 2, 2020 and are currently scheduled to continue each Monday through December 7, 2020. The City Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	INGIOSI, PAUL	<b><u>Study Session\Other</u></b>	Finance Committee - 10/19/20
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b>	Council President Beggs
<b><u>Finance</u></b>	WALLACE, TONYA	<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>			



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