

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **April 12, 2021**.

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 **146 396 3105** for the 3:30 p.m. Briefing Session or **187 307 0293** 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, April 12, 2021, 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.

**To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, April 12, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 of interest not relating to 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.

**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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

**Rule 2.7        SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15       PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
  - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto 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, APRIL 12, 2021

### **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 April 12, 2021:

User Name: **COS Guest**

Password: **Mqcwu24A**

**Please note the space in user name.**

Both user name and password are case sensitive.

## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## **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. Purchase from Bud Clary Ford Hyundai (formerly Columbia Ford) of 3 new Ford Explorers utilizing the Washington State Contract (online CARS app.)—\$112,551.72 (Council Sponsor: Council Member Kinneary)<br><b>Brian Schaeffer</b>   | Approve | OPR 2021-0231 |
| 2. One-year Value Blanket Order with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of 12,000 96-gallon automated recycling carts with delivery services from April 15, 2021, through April 14, 2022—\$995,781.60 (incl. freight and tax). (Council Sponsor: Council President Beggs)<br><b>Dustin Bender</b>  | Approve | OPR 2021-0232 |
| 3. Contract Amendment with Beth Kennar and Summit Law Group (Seattle, WA) to act as Special Counsel, providing legal services and advice to the City (Legal Department and Human Resources Department) regarding Labor Negotiations for Spokane Police Department and Spokane Fire Department—not to exceed \$50,000. (Council Sponsor: Council Member Kinneary)<br><b>Michael Ormsby</b> | Approve | OPR 2018-0647 |

- |   |   |   |
|---|---|---|
| <p>4. Consultant Agreement with MurraySmith Corporation (Spokane) to provide 2021 Water Model Calibration in conjunction to the Water System Plan Update for 2023 and Capital Water Facilities Plan—not to exceed \$146,700 (incl. tax). (Council Sponsor: Council President Beggs)<br/><b>Beryl Fredrickson</b></p>                        | <p>Approve</p>                                  | <p>OPR 2021-0233<br/>ENG 2020102</p>    |
| <p>5. Interlocal Agreement between the City and Spokane International Airport for the Water System Plan—\$200,000. (Council Sponsor: Council President Beggs)<br/><b>Dan Buller</b></p>   | <p>Approve</p>                                  | <p>OPR 2021-0234<br/>ENG 2018050</p>    |
| <p>6. Contract Amendment with Nicholls Kovich Engineering, PLLC (Spokane Valley, WA) to design bridge upgrades for the Hatch Road Bridge—\$42,500. Total Contract Amount: \$132,370.46 (Council Sponsor: Council President Beggs)<br/><b>Dan Buller</b></p>   | <p>Approve</p>                                  | <p>OPR 2020-0356<br/>ENG 2018085</p>    |
| <p>7. Sole Source Contract Renewal No. 1 of 4 with Dresser Rand Company (Houston, TX) for maintenance, services and supplies for the turbine generator at the Waste To Energy Facility from May 1, 2021, through April 30, 2022—not to exceed \$100,000 (incl. tax). (Council Sponsor: Council President Beggs)<br/><b>Chris Averyt</b></p> | <p>Approve</p>                                  | <p>OPR 2020-0417</p>                    |
| <p>8. Final Contract Extensions with cost for the Waste to Energy Facility from April 1, 2021, through March 31, 2022, with:</p>  | <p>Approve<br/>All</p>                          |   |
| <p>a. Nalco Company, LLC (Naperville, IL) for chemical management and water treatment—\$38,000 (plus tax).</p>  |   | <p>OPR 2017-0256<br/>RFP 4302-17</p>    |
| <p>b. Knight Construction &amp; Supply, Inc. (Deer Park, WA) for mechanical repairs—\$1,800,000 (incl. taxes). (Council Sponsor: Council President Beggs)<br/><b>Chris Averyt</b></p>   |   | <p>OPR 2017-0257<br/>RFB 4337-17</p>    |
| <p>9. Contract with Knight Construction &amp; Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from May 1, 2021, through April 30, 2023—\$194,972.38 (incl. tax) over the two year term. (Council Sponsor: Council President Beggs)<br/><b>Chris Averyt</b></p>  | <p>Approve</p>                                  | <p>OPR 2021-0235<br/>PW ITB 5251-20</p> |
| <p>10. Report of the Mayor of pending:</p>  | <p>Approve &amp;<br/>Authorize<br/>Payments</p> |   |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 26, 2021, total \$10,857,196.60, with Parks and Library claims approved by their</p>  |   | <p>CPR 2021-0002</p>                    |

respective boards. Warrants excluding Parks and Library total \$6,452,218.16.

- b. Claims and payments of previously approved obligations, including those of Parks and Library, through April 2, 2021, total \$3,060,673.13, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$2,358,668.17. CPR 2021-0002

- c. Payroll claims of previously approved obligations through April 3, 2021: \$7,484,792.46. CPR 2021-0003

11. City Council Meeting Minutes: March 22, March 25, March 29, and April 1, 2021. Approve All CPR 2021-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

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)

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36028 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Asset Management Fund

FROM: Various Accounts, \$1,323,375;

TO: Various Accounts, same amount.

and

Parking Meter Fund

FROM: Unappropriated Reserves, \$123,376;

TO: Transfer to Asset Management Fund, same amount.

(This action budgets for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement.)

(Deferred from the March 29, 2021, Agenda) (Relates to Resolution 2021-0021) (Council Sponsor: Council Member Wilkerson)

**Michelle Hughes**

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2021-0021** 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 \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; 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. (Deferred from the March 29, 2021, Agenda) (Relates to Special Budget Ordinance C36028) (Council Sponsor: Council Member Wilkerson)

**Michelle Hughes**

- RES 2021-0029 Approving the Plan Commission's 2021 Work Program. (Council Sponsor: Council Member Kinnear)  
**Louis Meuler**
- RES 2021-0030 Expressing support for supplemental aquatics facility and operational funding support in 2021 not to exceed \$220,000. (Council Sponsor: Council Member Cathcart)  
**Garret Jones**
- RES 2021-0031 Setting hearing before City Council for May 17, 2021, for the vacation of Scenic Blvd between 27th and 29th, as requested by Dave Dupree. (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- ORD 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, Spokane County, WA. (Deferred from March 1, 2021, Agenda) (Council Sponsor: Council Member Cathcart)  
**Tim Szambelan**

**Request motion to defer the following Ordinance (ORD C36003) indefinitely:**

- ORD C36003 Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Deferred from March 15, 2021, Agenda) (Council Sponsor: Council Members Kinnear and Mumm)  
**Carly Cortright**
- ORD C35946 Vacating Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90. (First Reading held September 21, 2020.) (Council Sponsor: Council President Beggs)  
**Eldon Brown**

## **FIRST READING ORDINANCES**

- ORD C36033 Relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; enacting a new section 13.09.100 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Cathcart)  
**Marlene Feist**
- ORD C36034 Relating to the Shoreline Master Program Periodic Review overseen by the Washington State Department of Ecology; amending the Spokane Municipal Code (SMC) Chapter 17A.020 Definitions, sections 17A.020.040 and 17A.020.060; and various portions of Chapter 17E.060 Shoreline Regulations, sections 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380. (Council Sponsor: Council Member Kinnear)  
**Amanda Beck**



- ORD C36035 Aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- ORD C36036 Relating to electric vehicle purchasing; repealing section 07.06.175; and enacting a new section 07.06.175A of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)  
**Council President Beggs**
- ORD C36037 (To be considered under Hearings H1.)

**FURTHER ACTION DEFERRED****NO SPECIAL CONSIDERATIONS****HEARINGS**

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

**RECOMMENDATION**

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of the alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street, as requested by Dan Cantu.  | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C36037 vacating the alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street. (Council Sponsor: Council Member Cathcart)<br><b>Eldon Brown</b> | Further<br>Action<br>Deferred       | ORD C36037 |

**OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, April 12, 2021, and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

**ADJOURNMENT**

The April 12, 2021, Regular Legislative Session of the City Council is adjourned to April 19, 2021.

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**NOTES**

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2021-0231

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

FIRE

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

BRIAN SCHAEFFER X7001

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

BSCHAEFFER@SPOKANECITY.ORG

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

Purchase w/o Contract

**Requisition #**

RE19828

**Agenda Item Name**

1970 PURCHASE OF 3 FORD EXPLORERS

**Agenda Wording**

Purchase of 3 new Ford Explorers utilizing the Washington State Contract (online CARS app.). The vehicles would be purchased from Bud Clary Ford Hyundai (formerly Columbia Ford).

**Summary (Background)**

SFD is systematically purchasing new vehicles to provide reliable emergency response. SFD is able to repurpose the current vehicles into other roles to take advantage of remaining service life. SFD is currently using Ford Explorers as emergency response vehicles. Transitioning from full-size pickup trucks to mid-size SUV's will help reduce SFD annual fuel expenditures. SFD has used CARS pricing in the past for vehicle purchases. CARS pricing is competitively bid/pre-negotiated.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ \$112,551.72

# 5903-79125-94000-56404-40\*\*\*

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

**Study Session\Other**

03/29/21 PSCHC

**Division Director**

SCHAEFFER, BRIAN

**Council Sponsor**

Lori Kinnear

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

fireaccounting@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

dstockdill@spokanecity.org

**Additional Approvals****Purchasing**

WAHL, CONNIE

## Briefing Paper (Public Safety and Community Health)

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Purchase of (3) Ford Explorer response vehicles
<b>Date:</b>	March 28, 2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> 435-7080
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<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)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
<b>Strategic Initiative:</b>	Public Safety and Community Health
<b>Deadline:</b>	As soon as practical due to CV-19 order delays.
<b>Outcome:</b> (deliverables, delivery duties, milestones)	Incorporating these new vehicles will allow SFD to repurpose the current vehicles as they still have remaining service life.
<b>Background/History:</b> SFD is systematically purchasing new vehicles to provide reliable emergency response. SFD is able to repurpose the current vehicles into other roles to take advantage of remaining service life as well as surplus vehicles that are at the end of their useful service life.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><b>Fleet standardization</b> – SFD is currently using Ford Explorers as emergency response vehicles.</li> <li><b>Fuel Savings</b> — Transitioning from full-size pickup trucks to mid-size SUV's will help reduce SFD annual fuel expenditures.</li> <li><b>Purchase Savings</b>—SFD will utilize the Washington State Contract (online CARS app.) for this purchase. SFD has used CARS pricing in the past for vehicle purchases. CARS pricing is competitively bid/pre-negotiated.</li> <li><b>Cost</b> – Cost per unit is \$34,610. Total cost, including WA State sales tax, for (3) Ford Explorers is \$112,551.72.</li> <li><b>Delivery</b> – Estimated August 2021.</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: <b>SIP</b> 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: None Known challenges/barriers: None	

**From:** NOREPLY@des.wa.gov  
**Sent:** Wed, 24 Mar 2021 11:47:12 -0700  
**To:** Stockdill, David  
**Cc:** noreply@des.wa.gov  
**Subject:** Vehicle Quote - 2021-3-558 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2021-3-558**      [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: Bud Clary Ford Hyundai (formerly Columbia Ford) (W403) 700 7th Avenue / PO Box 127 Longview WA 98632	Dealer Contact: Marie Tellinghuisen Dealer Phone: (360) 423-4321 Ext: 7187 Dealer Email: ford.orders@budclary.com

**Organization Information**

Organization: SPOKANE, CITY OF - 23210 Email: dstockdill@spokanecity.org Quote Notes: Vehicle Location: SPOKANE CITY
---

**Color Options & Qty**

Iconic Silver Metallic (JS) - 3
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0313-001	2021 Ford Explorer	3	\$28,317.00	\$84,951.00
2021-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	3	\$1,942.00	\$5,826.00
2021-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	3	\$0.00	\$0.00
2021-0313-013	Base Only - Class III Trailer Tow Package (52T)	3	\$538.00	\$1,614.00

2021- 0313- 206	Service Manual, CD (DLR)	3	\$221.00	\$663.00
2021- 0313- 207	Service Wiring Diagram, Paper (DLR)	3	\$87.00	\$261.00
2021- 0313- 208	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	3	\$120.00	\$360.00
2021- 0313- 209	Floor Mats, HD Rubber Molded, 2nd row (Weather Tech) (DLR)	3	\$91.00	\$273.00
2021- 0313- 360	FIRE: (Admin Package) (Utility/SUV) [Installed equipment to include: (2) Mpower grill lights (RED driver/RED pass), (2) Mpower rear side window lights (RED driver/RED pass), (2) Mpower rear hatch window lights (RED driver/RED pass), (2) LED inserts in rear backup lights (RED driver/RED pass), (1) front window Single color visor light (RED), remote handheld siren controller, siren speaker. Package also includes single radio prewire (power and roof mount antenna) and basic wiring harness.] (Does not include console) (DWS-UTIL-ADMIN-FD) (DW360)	3	\$3,294.00	\$9,882.00

#### Quote Totals

<b>Total Vehicles:</b>	3
<b>Sub Total:</b>	\$103,830.00
<b>8.4 % Sales Tax:</b>	\$8,721.72
<b>Quote Total:</b>	\$112,551.72

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

04/12/2021

**Date Rec'd**

3/22/2021

**Clerk's File #**

OPR 2021-0232

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

SOLID WASTE COLLECTION

**Contact Name/Phone**

DUSTIN 625-7806

**Contact E-Mail**

DDBENDER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4500 VALUE BLANKET WITH CASCADE ENGINEERING FOR 96-GALLON

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

CO-OP USED

**Requisition #**

VALUE BLANKET

**Agenda Wording**

One-year value blanket order, with Cascade Engineering Inc. (Grand Rapids, MI) for the purchase of 12,000 96-gallon automated recycling carts with delivery services -- \$995,781.60 (including freight and sales tax).

**Summary (Background)**

In 1990, the City of Spokane implemented residential recycling and provided customers with 18-gallon bins. In 2012, the program was upgraded to Single Stream Recycling (SSR). with larger 64-gallon carts provided because more materials were accepted and drivers no longer needed to sort recycling at the curb. Between 2013 to 2020, the cost to manage recycling escalated from \$14,000 to \$1,400,000 per year. After researching options, it was decided in late 2020 to

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ \$995,781.60

# 4500-44200-37148-53502-19017

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head** BENDER, DUSTIN D.**Study Session\Other** Public Safety 3/29/21**Division Director** FEIST, MARLENE**Council Sponsor** CP Breean Beggs**Finance** KECK, KATHLEEN**Distribution List****Legal** ODLE, MARI

ddbender@spokanecity.org

**For the Mayor** ORMSBY, MICHAEL

rschoonover@spokanecity.org

**Additional Approvals**

jsalstrom@spokanecity.org

**Purchasing** PRINCE, THEA

Tax &amp; Licenses

tprince@spokanecity.org

josh.royce@cascadeng.com

scott.downer@cascadeng.com - Director of Sales



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

**Agenda Wording**

**Summary (Background)**

switch to Every Other Week (EOW) Recycling for residential customers. This was a way to offset costs without costing customers more. While 64-gallon carts may be sufficient for some households, others will need a larger 96-gallon cart to accommodate two weeks of recycling. This contract will provide adequate inventory for those customers, new account growth and replacement carts. This contract is based off of a Sourcewell Cooperative Agreement. The vendor will provide 12,000 96-gallon carts. They will send a crew to Spokane to tape information to existing SSR carts at the end of April to inform customers of which week they will be collected. They will also assemble and deliver the new 96-gallon carts while removing the old carts for customers who have put in a request.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**

carol.hindley@cascadeng.com

mark.broderick@cascadeng.com



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works / Solid Waste Collection 4500
<b>Subject:</b>	Purchase of 12,000 96-gallon Single Stream Recycling Carts w/ Assembly, Delivery & Removal Services
<b>Date:</b>	March 29, 2021
<b>Author (email &amp; phone):</b>	Dustin Bender / <a href="mailto:ddbender@spokanecity.org">ddbender@spokanecity.org</a> / 509.625.7806
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Solid Waste Collection's Operating Budget
<b>Strategic Initiative:</b>	Affordable Utility Services & Sustainable Resources
<b>Deadline:</b>	April 15, 2021
<b>Outcome:</b>	Seeking approval by City Council for funding of a contract with Cascade Engineering, Inc. to purchase 12,000 96-gallon carts and provide delivery services – total of \$995,781.60 (including freight and sales tax).

#### Background/History:

In 1990, the Solid Waste Department, in compliance with WA State law and the Spokane Comprehensive Solid Waste Management Plan, started a weekly curbside residential recycling program. In 2012, that program was upgraded to Single Stream Recycling, with the completion of the SMaRT center, a material recovery facility owned and operated by Waste Management. At implementation of Single Stream Recycling, residential customers were upgraded from 18-gallon bins to 64-gallon carts. Customers were able to request a 32 or 96-gallon cart to meet their needs.

Between the implementation of the Single Stream Recycling and 2020, the cost to manage recycling increased from \$14,000 to \$1.4 million dollars annually. The decision was made in fall of 2020 to change the recycling program to Every Other Week collection for residential customers. This change will help manage the escalating costs of recycling without charging customers more. Every Other Week Recycling collection begins the first week of May 2021.

#### Executive Summary:

- This purchase will utilize Sourcewell Cooperative Purchasing Contract #041217-CEI.
- Purchasing 96-gallon carts will allow Solid Waste to have an increased inventory of larger carts available for customers who recycle more than 64-gallons biweekly. Information available to customers requested that they wait until the new program starts to determine their recycling service needs.
- This purchase will allow an inventory available for size changes, cart replacement and account growth.
- Vendor will provide additional services that include assembling, labeling and delivering new carts, and removing old carts from customers requesting an increase in cart size.
- Carts from the implementation of Single Stream Recycling are now ten years old; the useful life of a high density polyethylene (HDPE) cart is ten years due to wear and tear, and environmental factors such as UV rays and inclement weather.
- Solid Waste will continue its outreach and education efforts to reduce contamination.
- Funding for this contract will come from Solid Waste's recycling program budget.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT**

**Title: RECYCLING CART PURCHASE  
WITH DELIVERY SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CASCADE ENGINEERING, INC.**, whose address is 4950 37<sup>th</sup> Street, SE, Grand Rapids, Michigan 49512, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide 12,000 96-gallon Recycling Carts with Delivery Services in accordance with Sourcewell Cooperative Agreement No. 041217-CEI and Company's Quote dated March 18, 2021, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin April 15, 2021, and run through April 14, 2022, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **NINE HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED EIGHTY ONE AND 60/100 DOLLARS (\$995,781.60)**, including tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Spokane Solid Waste Collection, Att: Rachel Schoonover, 915 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
8. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;

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

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

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

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

law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

the City will comply with the Public Records Act and release the records.

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

**CASCADE ENGINEERING, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment  
Exhibit B – Company's March 18, 2021 Quote

21-053

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

## EXHIBIT B



## QUOTE

## Cooperative Agreements

- ☐ H-GAC Contract #RC01-18  
☐ MassDEP Contract #FAC87  
☒ Sourcewell Contract #041217-CEI  
*formerly NJPA*

4950 37th Street SE, Grand Rapids, MI 49512

Date: March 18, 2021

QUOTE PREPARED FOR:	SHIP TO:
City of Spokane Solid Waste Collection Spokane Central Service Center Ms. Rachel Schoonover 915 North Nelson Street Spokane, WA 99202-3769	Bill to: MUS3390 Ship to: MUS3391

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>Carts</b>			
96-Gallon Sterling Series Carts Standard Color; 10" Wheels; Cart Body Hot Stamp 10-year Warranty; RFID Tag PN: 9695384-10STK	12,000	\$48.70	\$584,400.00
<b>Tape Services</b>			
Apply custom-printed packaging tape to the lids informing residents of their new collection day. Est. End of April for project - 53 routes	53	\$1,500.00	\$79,500.00
<b>Assembly and Delivery</b>			
Subscription Assembly and Delivery to 12,000 Homes Assemble, Deliver, Assign to Address Est. Start First Week of June	12,000	\$4.95	\$59,400.00
<b>Cart Recovery</b>			
Subscription recovery of 64-gallon carts from 12,000 homes Est. first two weeks of June One pass of routes; must be recovered on collection day **90% Minimum Bill Rate**	12,000	\$6.25	\$75,000.00
<b>Ticket Work</b>			
Crew to run tickets for first two weeks of June 12-Working Days	12	\$750.00	\$9,000.00
Subtotal			\$807,300.00
Freight	21	\$5,100.00	\$107,100.00
Sales Tax (if applicable)	1	\$81,381.60	\$81,381.60
<b>Total</b>			<b>\$995,781.60</b>

## ADDITIONAL INFORMATION

Freight Info: 21-loads quoted to Spokane, WA.

Wheel Size: 32/35-gallon = 8"; 64-gallon = 10"; 96-gallon = 10"

Leadtime: Per project timeline of June 2021

Payment Terms: Net 45-days. Minimum 90% Bill rate on Recovery project.

Warranty: 10 year non-prorated

Quote Valid Until: 04-30-21

Taxes: Taxes are not shown. All applicable taxes to be paid by buyer unless tax exemption certificate is provided

## PRESENTED BY:

## ACCEPTED BY:

Matt Maes, National Municipal Sales Manager  
Cascade Engineering, Inc.  
4950 37th Street SE  
Grand Rapids, MI 49512  
Phone: 507-514-1499  
Fax: 616-975-4902  
Email: matt.maes@cascadeng.com

Sign and Print Name	Date
Title	Phone

Please return signed acceptance to Matt Maes at the email or fax number above.

[Cascade Engineering Terms & Conditions of Sale](#)



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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2018-0647

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

CITY ATTORNEY

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

MIKE ORMSBY 6287

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

MORMSBY@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR22482

**Agenda Item Name**

0500 SPECIAL COUNSEL AMENDMENT

**Agenda Wording**

Beth Kennar and Summit Law Group act as Special Counsel providing legal services and advice to the City (Legal and Human Resources) regarding Labor Negotiations for SPD and SFD.

**Summary (Background)**

Additional funds are necessary for upcoming labor negotiations. Amendment for \$50,000.00 for a total contract amount under the original contract, all previous amendments and this Amendment of \$175,000.00.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 50,000.00

# 0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**Approved by Council  
3/16/2020**Division Director****Council Sponsor**

Councilwoman Kinnear

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

bethk@summitlaw.com

**For the Mayor**

ORMSBY, MICHAEL

msteinolfson@spokanecity.org

**Additional Approvals**

mormsby@spokanecity.org

**Purchasing**

sdhansen@spokanecity.org

pingiosi@spokanecity.org



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **LABOR NEGOTIATIONS FOR CITY OF SPOKANE POLICE AND FIRE DEPARTMENTS**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **BETH KENAR** of the Law Firm **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City and employees regarding all aspects of a Labor Negotiations for the Spokane Police Department and Spokane Fire Department; and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated October 1, 2018 and October 2, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2021.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**.

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

**SUMMIT LAW GROUP**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

21-043

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2021-0233

**Renews #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Cross Ref #****Contact Name/Phone**BERYL 625-6008  
FREDRICKSON**Project #**

2020102

**Contact E-Mail**

BFREDRICKSON@SPOKANECITY.ORG

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

Contract Item

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

4250 - MURRAYSMITH WATER SYSTEM PLAN (WSP)

**Agenda Wording**

Agreement with MurraySmith to provide 2021 Water Model Calibration in conjunction to the Water System Plan Update for 2023 and Capital Water Facilities Plan.

**Summary (Background)**

As part of the update of the Water System Plan (WSP) as required by Washington State Department of Health the existing water model must be calibrated. The model is used to address the current federal, state and local requirements to understand existing conditions and the water systems' ability to serve future growth conditions while identifying system vulnerabilities and deficits.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 150,000.00

# 4250 42300 94340 56501 15769

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

**Study Session\Other**

PIES 03/22/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

ODLE, MARI

jfoote@msa-ep.com

**For the Mayor**

ORMSBY, MICHAEL

eraea@spokanecity.org

**Additional Approvals**

bfredrickson@spokanecity.org

**Purchasing**

publicworksaccounting@spokanecity.org

mdavis@spokanecity.org

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Engineering Consultant Contract for Water Model Calibration
<b>Date:</b>	03/22/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:bfredrickson@spokanecity.org">bfredrickson@spokanecity.org</a> & 625-6008
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan Update for 2023 and Capital Water Facilities Plan update for the City's Comprehensive Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of contract with MurraySmith
<b>Background/History:</b> As part of the update of the Water System Plan (WSP) as required by Washington State Department of Health the existing water model must be calibrated. The model is used to address the current federal, state and local requirements to understand existing conditions and the water systems' ability to serve future growth conditions while identifying system vulnerabilities and deficits. The results of the model will be used to determine system needs and new capital facilities. The MRSC roster through the City's procurement program for Architect & Engineering Services was used to choose a consultant to assist City staff in this work. Two proposals were received. A selection committee of City staff rated and ranked the proposals and negotiated with the top consultant.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>MurraySmith was selected as the most qualified consultant to help the City in calibrating the water system model.</i></li> <li><i>The contract will be for \$146,700.</i></li> <li><i>Work on this contract is expected to start in April 2021.</i></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:	



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: 2021 WATER MODEL CALIBRATION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MURRAYSMITH CORPORATION**, whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the 2021 WATER MODEL CALIBRATION; and*

*WHEREAS, the Consultant was selected through the MRSC Roster.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 1, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work"), Task Nos. 1 and 2, on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

#### 4. COMPENSATION.

Compensation under this time and materials Agreement shall not exceed **ONE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$146,700.00)**, including applicable tax, in accordance with the City of Spokane Proposed Fee Estimate attached as Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2<sup>nd</sup> Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

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

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

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

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

## **7. TAXES, FEES AND LICENSES.**

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

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may



contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

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

#### **11. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It

shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or

legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

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

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special

consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

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

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

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

#### **20. INTELLECTUAL PROPERTY RIGHTS.**

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

material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

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

## **21. CONFIDENTIALITY/PUBLIC RECORDS.**

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

## **22. DISPUTES.**

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

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

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

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

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

codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**MURRAYSMITH CORPORATION**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C - City of Spokane Proposed Fee Estimate

21-050



## EXHIBIT A

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

# EXHIBIT B

## SCOPE OF WORK

### WATER MODEL CALIBRATION

### CITY OF SPOKANE

#### Introduction

The City of Spokane's (City) hydraulic model has been extremely useful for planning and operations. To improve its accuracy in reflecting current system conditions, the hydraulic model calibration needs to be updated. The 2021 calibration will include a review of model network connectivity of the recent update completed by the City, peaking demand based on pumping records, developing and assigning diurnal demand patterns, winter and summer extended period simulation (EPS) calibration, and steady state simulation calibration. The calibrated model will be used initially by the City for its current work on the update of their Water System Plan and in the future to identify needed capital improvements, identify and prioritize maintenance and replacement projects, characterize and develop solutions for existing problems, emergency operations requirements, and evaluate and determine improvements necessary to serve growth within the City's existing and proposed service area.

#### Project Understanding and Assumptions

The City is undertaking a calibration of their water distribution system hydraulic model. Since the last calibration effort, the City has expanded its Supervisory Control and Data Acquisition (SCADA) system, thus additional information is available to increase the extent of the system that can be calibrated, which will boost the model's accuracy when used for operational, master planning, capital project planning, and other predictive purposes.

The model will be calibrated for both steady state and summer and winter EPS scenarios. Steady state scenarios in the model simulate the water system for an instantaneous snapshot in time, using specific assumptions about the system's demands and operational conditions (e.g., pump on/off status, tank levels, etc.). EPS scenarios include facility controls (e.g., a pump comes on when a tank has drained to a set minimum level) that allows the model to simulate system operations as it supplies customer demands over the course of the day or defined period of time. This allows for time-dependent analyses such as water age analysis.

The calibration effort will include five (5) main components.

1. Identify key performance indicators (KPIs) to use as metrics for reasonable and accurate calibration between model and system performance.
2. Coordinate SCADA and operation data collection for all available facilities during representative winter and summer periods and process the data.

3. Setup the hydraulic model to simulate the winter and summer EPS operations and calibrate the model output with system SCADA trends.
4. Outline key areas and procedures for collecting pressure, hydrant flow, and system SCADA data for the steady state calibration and complete the steady state calibration.
5. Document data collection, model setup, and calibration results.

## Scope of Services

Murraysmith, Inc. (Murraysmith) has developed the following scope of services for supporting the City with its model calibration, which has been separated into six (6) different tasks for clarity and is described in detail below.

- Task 1 – Project Management
- Task 2 – Calibration Data Collection
- Task 3 – Model Network Review
- Task 4 – EPS Calibration
- Task 5 – Steady State Calibration
- Task 6 – Documentation and Analysis Support
- Task 7 – Optional Services

## Task 1 – Project Management

### *Objective*

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

### *Activities*

#### *1.1 Kick-off Meeting*

Once notice to proceed has been received, a virtual kick-off meeting will be held to officially start the project, review the data request, and review the details of the approved scope. Murraysmith will lead the kick-off meeting with City staff to introduce the project team, establish project objectives, review communication protocols, review the data request, review the project scope, and confirm the project schedule.

#### *1.2 General Project Management and Coordination*

The purpose of this subtask is to provide management of the project team, schedule, and budget. Included in this task are monthly invoicing, budget, and schedule review, updates, and general

administrative tasks. Staff management will ensure all work is in conformance with the scope of work and that quality control reviews are being completed on all deliverables.

### *1.3 Coordination with the City*

Murraysmith will maintain communication with the City through biweekly meetings typically via video conference (where applicable/available), and email communication. The City can determine which City staff participate in the meetings based on the proposed agenda. This task also includes a workshop to discuss operations schemes for the EPS calibration as described in Task 4.

Murraysmith understands the following roles and responsibilities of City staff.

- Project manager and technical coordination: Integrated Capital Management Senior Engineering Modeler and Associate Engineering Modeler
  - Attend biweekly meetings.
  - Review monthly invoices.
  - Coordinate data collection and clarification needs with City staff.
  - Provide input and review on project deliverables.
- SCADA data collection: Upriver Dam Operations Foreman and Upriver Superintendent
  - Determine representative months for 2021 winter and 2020 summer SCADA.
  - Provide spreadsheet SCADA for all tags for one (1) month representative of 2021 winter and one (1) month representative of 2020 summer SCADA in 15-minute increments.
  - Provide 5-minute SCADA for all tags during hydrant flow testing periods.
- Hydrant flow data collection: Water Department Maintenance Supervisor
  - Evaluate adequacy of selected hydrant locations for flow testing.
  - Conduct hydrant flow test and record field data for static and residual pressure and flow rate and duration.

### *1.4 Key Performance Indicators*

This subtask is to define calibration criteria, confidence levels, and KPIs for the calibrated model based on industry guidelines and to prioritize desired improvements in model accuracy. The American Water Works Association (AWWA) and Washington Department of Health criteria will be used as the primary guidance in determining KPIs. There are various approaches to determining KPIs, which are important for evaluating the accuracy of the model and primarily important for understanding where accuracy could be limited and may require further information or attention moving forward with analyses or additional calibration. If a KPI is not met by the calibrated model within this Scope of Services, Murraysmith will note this for further review and investigation during future calibration efforts.

Murraysmith will develop a list of KPIs to be reviewed at the Kick-off Meeting. Based on input from the City, the KPIs used in this calibration will be summarized in the technical memorandum.

### *Deliverables*

- Murraysmith will deliver to the City a monthly invoice and status report.
- Murraysmith will deliver action items defined in meetings via email to the City.
- Murraysmith will define a draft list of KPIs to present at the Kick-off Meeting.
- Murraysmith will summarize the defined KPIs for the project in the technical memorandum.

### *Assumptions*

- Murraysmith assumes a Notice to Proceed date by April 2021.
- Murraysmith assumes one (1) up to 2-hour kick-off meeting between the City and the Murraysmith project manager, principal-in-charge, and one (1) support staff. Two (2) hours of preparation time is included each for the project manager and support staff.
- Murraysmith assumes up to 14 one-hour meetings with the City's project manager, which includes biweekly progress meetings.
- Project duration will be eight (8) months, therefore it is assumed that there will be up to eight (8) invoices and status reports.

## **Task 2 – Data Collection and Processing**

### *Objective*

Collect facility pumping and SCADA information and process the data to develop demand peaking factors winter and summer diurnal demand patterns, and operational settings, from SCADA trends.

### *City Involvement*

The City will need to determine a representative month of 2021 winter and 2020 summer data and provide applicable SCADA information and any intended operational control strategies. SCADA will also be needed during the field data collection period to be further defined in Task 5. The City will also provide 2018 to 2020 pumping records. This information will need to be provided to Murraysmith in electronic spreadsheet form.

## *Activities*

### *2.1 Data Processing*

Murraysmith will review the 2018-2020 pumping data records provided by the City to determine annual average and maximum day production for each pumping group.

The City will provide Murraysmith with a month of 15-minute incremental 2020 summer SCADA data and 2021 winter SCADA information (the month-long periods should represent typical operations to the greatest extent possible). Murraysmith will review this information and process it by group to develop diurnal demand patterns and control settings to input in the model. Murraysmith will choose a week of data to use for the calibration based on consistent trends in controls and operations.

### *2.2 Demand Adjustment*

The difference between the pumped production and the City-allocated consumption demand in the model will be added in a single model demand field. This added demand is intended to represent production and account for unmetered uses including distribution system loss by adding the difference between billing demand and production to establish a base demand loading. Production differences will be calculated and input to the model for an average day and maximum day demand set.

### *2.3 Diurnal Pattern Development*

Based on where SCADA information is available, the system will be grouped into “diurnal pattern groups.” For example, small zones served only by pressure reducing valves (PRVs) where no SCADA is available will be grouped into a larger zone with the pump station, well, and/or tanks that supply the zone through the PRV. Hourly peaking factors will be developed for each group based on the ratio of the SCADA production for the calibration period to the demand loaded in the model.

### *2.4 Controls Development*

The winter and summer controls in the model from previous calibration efforts will be used as a starting point to compare SCADA trends to the control settings. Any significant changes that exist in the recent SCADA based on the previous controls will be confirmed with City staff. Additionally, since the system is operated manually for multiple facilities, a meeting will be held with City operations staff as needed to capture any specific operational approaches and intent to determine representative controls for the model to capture manual operations and attempt to establish patterns for manually operated facilities that will be reliable for the calibration and analyses done with the model. A workshop to review these settings is recommended to confirm agreement between the City and the Murraysmith team (see Task 1).

Murraysmith will work with the City to evaluate the results of the previous EPS calibration and determine areas with the model of priority and focus for additional understanding of operational variations or adjustments in the model. For example, the City’s Latah Booster Station and Qualchan Tank

are a particular focus for this calibration effort, since SCADA was not available for Latah during the last calibration effort and the City has particular interest in understanding the facilities' capacity and impact to areas of the system.

### *Deliverables*

- Defined diurnal demand patterns and demand adjustment(s) by pressure zone or subzone groups based on where data is available.
- Facility control information will be summarized noting changes based on input from City operators.
- SCADA trends for model calibration.
- Murraysmith will load the diurnal demand patterns, demand adjustments and updated winter and summer facility control information into the model.

### *Assumptions*

- City will provide one month of 2020 summer and one month of 2021 winter SCADA and pumping information by the middle of April.

## **Task 3 – Model Network Review and Update**

### *Objective*

Verify connectivity in the model recently updated by the City.

### *Activities*

This task includes review of the model pipe and node connectivity after the City's geographic information system (GIS) import. Murraysmith will use the model review tools including orphan nodes, nodes in close proximity, split pipes, and intersecting pipes to evaluate network connectivity with a particular focus on the areas the City has recently updated indicated by a model attribute. Murraysmith will do an overall assessment of the identified potential issue areas and exclude transmission pipes that cross but do not split pipes. The remaining questions will be provided as shapefiles to the City for their determination of any modifications that should be made to the network connectivity.

### *Deliverables*

- The updated model will be delivered in a format compatible with ArcMap 10.8.1 in InfoWater Version 12.4 Update 13.

## Assumptions

- The City will perform the following tasks before providing the model to Murraysmith.
  - GIS import of new pipes and facilities, including update of all attributes and a review of consistency with GIS. Murraysmith will not review GIS data or model consistency with GIS.
  - Demand allocation update based on 2020 billing data, 2018-2020 consumption data, and review 2018-2020 pumping records, and flow rates at interties. Murraysmith will not review billing records or allocate demand in the model.
- One (1) iteration of connectivity review will be done with the City during a regular biweekly meeting.

## Task 4 — EPS Calibration

### Objective

Compare the model results to SCADA conditions and match model behavior to system data relative to KPIs. Calibrate the model for acceptable confidence in extended period analyses performed using the model.

### Activities

Murraysmith will calibrate the model for extended period analysis. Trends in the City's SCADA information and in the model will be compared over a specific time period.

The extended period calibration is focused on comparing trends between the SCADA information (identified in Task 2) and the hydraulic model over time. This comparison will be made using the trend lines related to the emptying and filling rates of the reservoirs in addition to the on-off status of the sources and pump stations. The information collected to develop the diurnal demand curves will be used as the field comparison data. The hydraulic model will be run over a 2 to 3-day period using the same starting and demand conditions identified in the SCADA information.

Acceptable extended period calibration is achieved if similar trends in water movement within the system are observed when comparing the model results and SCADA information. Adjustments to operational settings and demand information may be required to achieve acceptable calibration. This process will be completed for a winter scenario (using 2021 winter data) and a summer scenario (using 2020 summer data).

As defined in Task 2, this task will take into account the calibration confidence levels that were developed as part of the previous model calibration. Those pressure zones that had lower levels of agreement between the field and model data as part of the last project will be focused on during this calibration effort if additional SCADA is now available to evaluate the lower confidence areas.



A technical memorandum will be produced documenting the calibration process and results. The memorandum will include figures identifying the analysis locations and comparing the emptying and filling rates at key reservoirs and for key pumping and source facilities to illustrate the extended period calibration.

### *Deliverables*

- Figures and tables of EPS Calibration results.

### *Assumptions*

- The City will provide additional SCADA information for follow up calibration verification, as required.

## **Task 5 — Steady State Calibration**

### *Objective*

Compare the model to actual water system conditions and match model behavior to system data during a static and hydrant flow condition. Calibrate the model for acceptable confidence in steady state analyses performed using the model.

### *Activities*

Murraysmith will calibrate the model for steady state analysis. The steady state calibration will compare field pressures and flows with the hydraulic model results. The City will provide flow and pressure data from field hydrant tests along with corresponding SCADA data showing system boundary conditions during each test. Boundary conditions include tank levels and well and pump flows and discharge pressures.

A field calibration plan will be developed that will include the identification of the number and location of pressure and flow measurements in the system. The plan will identify the general process for measuring pressure and flow in the system for use in the actual data collection. It is assumed the City will gather the field data with calibrated equipment and includes one (1) day of onsite support from Murraysmith.

### *Deliverables*

- Field Calibration Plan.
- Figures and tables of Steady State Calibration results.
- At the completion of both the EPS and steady-state calibration, an updated InfoWater model will be delivered to the City.

## *Assumptions*

- One (1) day of field data collection support is included in the scope with an option for two (2) additional days of onsite support.
- The City will take the lead in collecting pressures and flows in the system including providing all the required calibrated equipment.
- The City will provide an electronic summary of all the fire flow tests that will include the following: date, time, location of tests, static pressure, residual pressure, and hydrant flow rate.
- City staff will ensure the SCADA is recording at all facilities during the field calibration effort.
- The City will provide SCADA information for all facilities in an electronic format for the time of the field testing in 5-minute increments.
- The City will use consistent staff and measurement gauges for the duration of the field data collection.
- The City will provide additional field data gathering for follow up calibration verification, as required. No more than two (2) iterations at less than 20 total locations will be retested.

## **Task 6 — Documentation and Analysis Support**

### *Objective*

Document each task in the model calibration including KPIs, demand factoring, diurnal pattern and controls development, model connectivity review, and EPS and steady state calibration results. Next steps and future considerations for using the model for analysis purposes will be included based on the key scenarios, assumptions, and potential limitations of the model determined during the calibration process and in discussion with the City for its ongoing use.

### *Activities*

#### *6.1 Documentation*

Murraysmith will develop a technical memorandum that documents each element of the 2021 model calibration process.

Murraysmith will discuss with the City and document considerations for use of the calibrated model for existing and future analysis purposes. Information about potential areas for additional data collection, further operational modifications, or other considerations will be documented in anticipation of the City's use of the calibrated model for Water System Plan and other analyses.

## *Deliverables*

- Technical Memorandum documenting model calibration tasks and considerations of next steps.

## *Assumptions*

- A draft electronic copy of the technical memorandum will be provided for the City's review.
- One (1) revision of the memorandum will be done based on City comments.
- A final technical memorandum will be delivered in electronic format.

## Task 7 — Optional Services

### *Objective*

These optional services will provide the City with additional support as requested. The budget for these support services requires City authorization.

### *Activities*

The following is a list of optional services with defined budget values.

1. Conversion of the model to InfoWater Pro compatible version; Budget: \$1,400
2. Additional field data collection support; four (4) additional days in the field; Budget: \$5,300
3. Analysis support for supporting the City with the update of the "Static" pressure model output under current average day and maximum day demands at any hydrants not in the current City GIS data. This resource will support ongoing City developer and contractor coordination. Murraysmith will coordinate with the City (ICM, Water and Water GIS team, and Upriver) to confirm or update values that are referenced daily in GIS for developer review. A single-page technical memorandum summarizing the method and concluding results of the "Static" pressure at hydrants. Budget: \$2,808

## Budget

The overall not to exceed budget estimate for this project of \$146,700 is shown in the attached Fee Spreadsheet. The work provided in this Scope of Work will be billed on a time and expense basis using the firm's current standard Schedule of Charges in effect at the time the work is performed (2021 schedule attached).

Murraysmith will manage the work identified in this Scope of Work to the aggregate budget amount, (Project Total) which shall not be exceeded without prior authorization from the City.

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

## Project Schedule

It is anticipated that this work be completed within approximately eight (8) months of receiving Notice to Proceed, barring any significant delays by other parties.

Task	Murraysmith Completion Schedule	City Completion Schedule
Kickoff/KPI Meeting	April 2021	April 2021
Data Request List		
Current Model Delivery		April 5, 2021
EPS Summer and Winter SCADA Data		April 1-15, 2021
Diurnal Pattern Summary	May 2021	
Operating Controls Summary		
KPI Decision		May 5, 2021
EPS Model Setup Workshop	June 2021	
Steady State Data Collection Plan		
EPS Calibration Status Check-in	July 2021	
Steady State Field Testing		July 19-30, 2021
EPS Calibration Initial Results Workshop	August 2021	
Steady Station Calibration Initial Results	Late August 2021	
Optional Additional Field Testing		Late August 2021
Steady State Workshop	Early October 2021	
Draft Documentation		
Documentation Review		October 18-29, 2021
Final Documentation	November 2021	

# EXHIBIT C

## WATER MODEL CALIBRATION CITY OF SPOKANE PROPOSED FEE ESTIMATE

Staff Name	Professional Engineer IX \$212 Foote II	Professional Engineer VII \$191 Harris, L	Professional Engineer III \$157 Walters	Professional Engineer IV \$161 Love	Administrative II \$101 Thurston	Administrative II \$101 Malina	Hours	Labor	Expenses	GIS Units \$10/hr	Total
<b>Task 1 - Project Management</b>											
Task 1.1 - Kick-off Meeting	2	4	4				0	\$ -			
Task 1.2 - General Project Management and Coordination	4	8					10	\$ 1,816			\$ 1,816
Task 1.3 - Coordination with City	8	14	10			12	24	\$ 3,588			\$ 3,588
Task 1.4 - Key Performance Indicators	4	8	16	4			32	\$ 5,940			\$ 5,940
<b>Task 1 Subtotal</b>	<b>18</b>	<b>34</b>	<b>30</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>96</b>	<b>\$ 16,876</b>			<b>\$ 16,876</b>
<b>Task 2 - Data Collection and Processing</b>											
Task 2.1 - Data Review and Processing	2	12	24	4			42	\$ 3,128	\$ 25		\$ 3,153
Task 2.2 - Demand Peaking Development	2	16	16				30	\$ 5,128			\$ 5,128
Task 2.3 - Diurnal Pattern Development	4	16	32	16			68	\$ 11,568			\$ 11,568
Task 2.4 - Controls Development	2	16	32				42	\$ 3,248	\$ 35		\$ 3,283
<b>Task 2 Subtotal</b>	<b>10</b>	<b>56</b>	<b>96</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>182</b>	<b>\$ 31,108</b>	<b>\$ 50</b>		<b>\$ 31,158</b>
<b>Task 3 - Model Network Review and Update</b>											
Task 3.1 - Connectivity Review	2	16	24				42	\$ 2,248			\$ 2,248
<b>Task 3 Subtotal</b>	<b>2</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$ 2,248</b>			<b>\$ 2,248</b>
<b>Task 4 - EPS Calibration</b>											
Task 4.1 - Boundary Condition Setup		16	24				56	\$ 9,400			\$ 9,400
Task 4.2 - EPS Calibration	8	16	80	16			104	\$ 17,312			\$ 17,312
<b>Task 4 Subtotal</b>	<b>8</b>	<b>32</b>	<b>104</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>\$ 26,712</b>			<b>\$ 26,712</b>
<b>Task 5 - Steady State Calibration</b>											
Task 5.1 - Calibration Plan	4	12	16				32	\$ 5,652			\$ 5,652
Task 5.2 - Field Data Collection and Processing	4	8	32	16			60	\$ 9,976	\$ 140		\$ 10,116
Task 5.3 - Steady State Calibration	12	24	40	16			92	\$ 15,984			\$ 15,984
<b>Task 5 Subtotal</b>	<b>20</b>	<b>44</b>	<b>88</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>184</b>	<b>\$ 31,612</b>	<b>\$ 140</b>		<b>\$ 31,752</b>
<b>Task 6 - Documentation and Analysis Support</b>											
Task 6.1 - Next Steps and Considerations	1	8	8				17	\$ 2,996			\$ 2,996
Task 6.2 - Draft Technical Memorandum	8	20	60		6		94	\$ 15,542			\$ 15,542
Task 6.3 - Final Technical Memorandum	2	2	8		6		18	\$ 2,668			\$ 2,668
<b>Task 6 Subtotal</b>	<b>11</b>	<b>30</b>	<b>76</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>129</b>	<b>\$ 21,206</b>			<b>\$ 21,206</b>
<b>Task 7 - Optional Services</b>											
Task 7.1 - Model conversion to AEPPro		4	4				8	\$ 1,392	\$ 8		\$ 1,400
Task 7.2 - Additional Field Data Collection Support		4	12	32			32	\$ 5,132	\$ 148		\$ 5,280
Task 7.3 - Analysis Support							16	\$ 2,696			\$ 2,696
<b>Task 7 Subtotal</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>\$ 9,192</b>	<b>\$ 156</b>		<b>\$ 9,348</b>
<b>TOTAL - ALL TASKS</b>	<b>69</b>	<b>220</b>	<b>434</b>	<b>104</b>	<b>12</b>	<b>12</b>	<b>851</b>	<b>\$ 143,954</b>	<b>\$ 346</b>	<b>\$ 2,400</b>	<b>\$ 146,700</b>

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

04/12/2021

<u>Date Rec'd</u>	3/23/2021
<u>Clerk's File #</u>	OPR 2021-0234
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2018050
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - INTERLOCAL AGREEMENT WITH SPOKANE INTERNATIONAL AIRPORT (SIA)

**Agenda Wording**

An interlocal agreement with SIA for the Water System Plan.

**Summary (Background)**

The City is planning later this summer to upgrade the existing transmission main from the booster station at Spotted Road just south of I-90 to the water tanks at the airport. SIA has a project this spring to repave Godfrey north of Pilot Drive.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 200,000.00		# 4250 42300 94340 56501 15801
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 3/22/21
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u> Beggs
<u>Finance</u>	DUFFEY, ANDREW	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		dbuller@spokanecity.org
		aduffey@spokanecity.org
		thart@spokaneairports.net
		lkrauter@spokaneairports.net

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Interlocal Agreement with SIA for Water Main
<b>Date:</b>	3-22-21
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org 625-6391)
<b>City Council Sponsor:</b>	Breen Beggs
<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 project is in the Water System Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of interlocal agreement
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The City is planning later this summer to upgrade the existing transmission main from the booster station at Spotted Road just south of I-90 to the water tanks at the airport (see attached exhibit)</li> <li>SIA has a project this spring to repave Godfrey north of Pilot Dr.</li> <li>As shown on the attached exhibit, a portion of these projects overlap.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Because SIA's time frame is earlier than the City's but also because the City's underground water main must be installed before SIA can do its street project, the attached agreement proposes to pay SIA to install that portion of the planned City water transmission main which is within SIA's project.</li> <li>There is minimal to no additional cost to the City to have SIA do this work as part of its project rather than the City do this work as part of its project.</li> <li>The estimate value of this work is approximately \$200,000.</li> <li>The proposed interlocal agreement is attached to this briefing paper.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF SPOKANE AND SPOKANE INTERNATIONAL AIRPORT FOR THE  
REIMBURSEMENT OF CONSTRUCTION COSTS FOR INSTALLATION OF A CITY  
WATER MAIN**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 3rd day of March, 2021, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE AIRPORT BOARD , a municipal airport formed under Chapter 14.08 RCW, as ("SIA"), hereinafter referred to jointly as the "Parties".

**RECITALS**

WHEREAS, the City owns and operates a water system on property under the control of SIA (hereinafter "Airport Property");

WHEREAS, the City plans to upgrade its water system by installing a water transmission main on Airport Property ("City Project"); and

WHEREAS, SIA has a road improvement project which is partially on the same alignment as the City Project (the "SIA Project," which together with the City Project is referred to as "Project"); and

WHEREAS, the SIA Project is scheduled to occur prior to the City Project; and

WHEREAS, it makes more sense to construct the City Project before the SIA Project is constructed; and

NOW THEREFORE, the Parties agree as follows:

**AGREEMENT**

1. SCOPE OF AGREEMENT. The scope of the Agreement of the Parties is as follows:
  - A. Design: The City will design the City Project, provide SIA and its consultant with plans, specifications and bid schedule for inclusion in the SIA Project. Due to the SIA Project having a deadline to bid and construct the Project,

Interlocal Agreement



the City will furnish the 90% and 100% design plans, specifications and bid schedule no later than March 15, 2021 and April 6, 2021, respectively, in order for the City Project to be included within the SIA Project.

B. Construction: SIA will incorporate the City's plans, specifications and bid schedule for the City Project into the SIA Project. SIA will bid, award and construct the combined project per applicable state law, further identified under Section 3 of this Agreement. The City will pay SIA for the City Project, as identified in Bid Schedule B, including a proportionate share of common bid items, identified in Bid Schedule A, which include Utility Surveying, SPCC Plan and Mobilization.

- a. SIA agrees to provide a project manager for the SIA Project. The SIA Project Manager will provide and/or oversee the following: coordination on the Project, weekly construction meetings, correspondence and direction to the contractor, associated with the Project and contract documents. SIA will issue payments to the contractor.
- b. City will provide a project manager to work in coordination with the SIA project manager on the Project. The City will participate and coordinate on the City Project at the SIA weekly construction meetings. City acknowledges that the SIA Project Manager is responsible for directing all of the work under the Project and agrees not to give direction to the SIA contractor(s) without the consent of the SIA Project Manager. City agrees that all communication to contractor(s) will be directed through the SIA Project Manager.

3. PAYMENT. CITY will pay SIA directly for all costs incurred by SIA in completion of the City Project, including but not limited to any costs incurred by SIA in connection with any change order approved in writing by the City. SIA agrees to provide the City with written invoices on a monthly basis. Within 15 days of receiving the invoices, City agrees to forward payment to SIA. In turn, SIA will pay the contractor for all costs associated with the Project.

4. TERM. This Agreement will commence as of the signing of this document by both parties and will terminate upon completion and close out of both the City Project and SIA Project. This Agreement may be terminated only by mutual written agreement of the Parties.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

7. PREVAILING WAGES. The Project contractor and each of its subcontractor are required to pay the prevailing rate of wages and shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries ("L&I"); and (2) the address and telephone number of the industrial statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.

The Project contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each invoice submitted by the contractor for payment shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the GC/CM contractor and list the Intent and/or Affidavit of Wages Paid ID numbers. Prior to the payment of funds held under RCW 60.28, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. ACCEPTANCE OF PROJECT. SIA shall provide the City's project manager with the opportunity to accept or request modifications to that portion of the SIA Project pertaining to the City Project before SIA accepts the work. Upon written notice to SIA by the City, the work performed under the Project may be considered final completion of the component as a standalone from which any warranties may apply.

9. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

10. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.

11. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

14. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

15. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane  
Kyle Twohig  
Engineering Services  
2<sup>nd</sup> Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

SIA: Spokane Airport Board  
Lawrence J. Krauter, A.A.E., AICP  
Chief Executive Officer  
9000 W. Airport Drive, Suite 204  
Spokane, WA 99224

16. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.

Interlocal Agreement

- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 4.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Water mains and appurtenances constructed as part of the City Project shall be owned by the City.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

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

SPOKANE AIRPORT BOARD

\_\_\_\_\_  
Lawrence J. Krauter, A.A.E., AICP  
Chief Executive Officer

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

CITY OF SPOKANE

\_\_\_\_\_  
Mayor

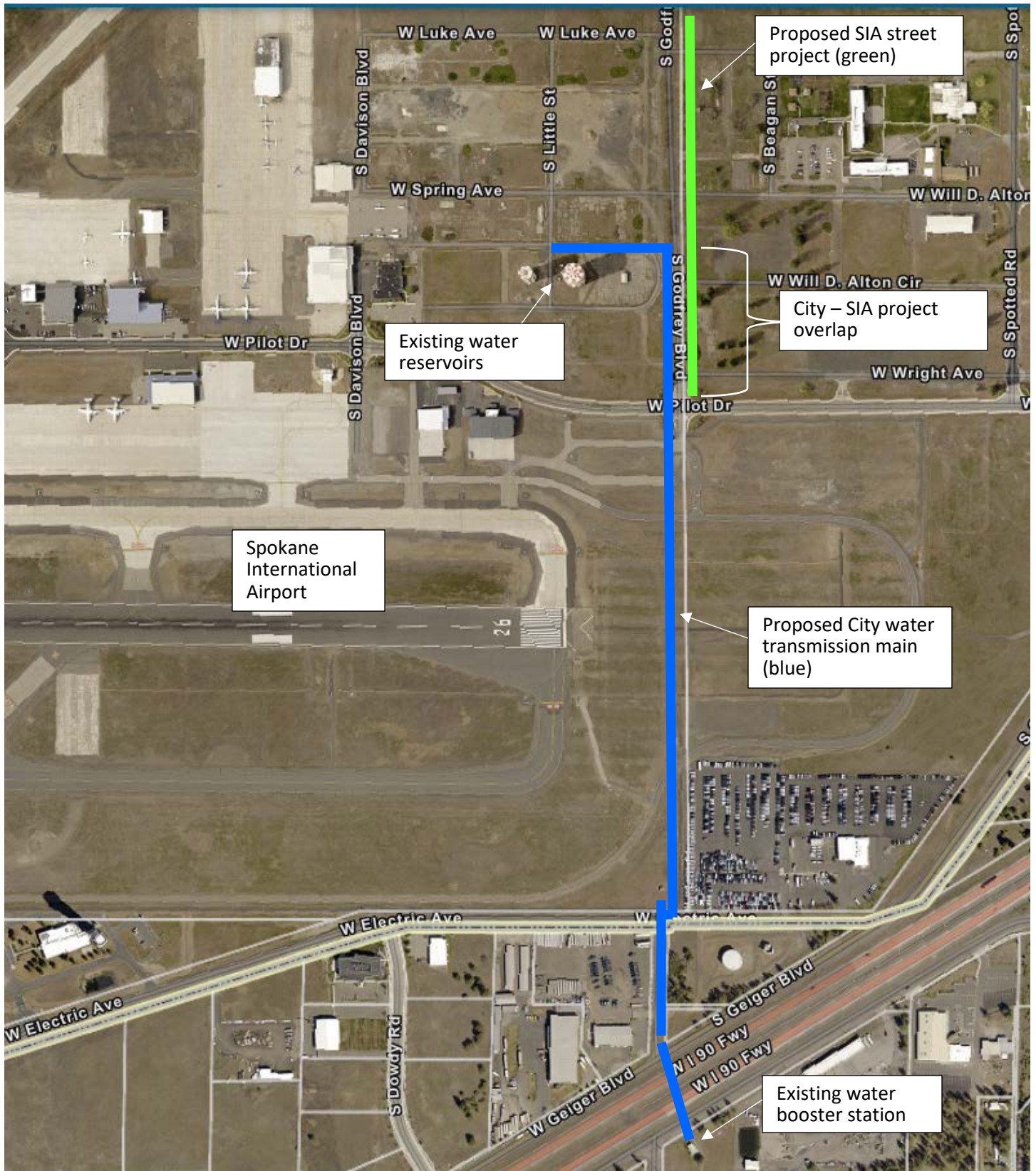
Approved as to form:

ATTEST:

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

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

Interlocal Agreement



Proposed SIA street project (green)

Existing water reservoirs

City – SIA project overlap

Spokane International Airport

Proposed City water transmission main (blue)

Existing water booster station

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2020-0356

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

ENGINEERING SERVICES

**Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2018085

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

BT

**Agenda Item Name**

0370 - HATCH ROAD BRIDGE DESIGN CONTRACT AMENDMENT

**Agenda Wording**

Contract Amendment with Nicholls Kovich Engineering to design the bridge upgrades for the Hatch Road Bridge.

**Summary (Background)**

Hatch Road bridge over Latah Creek was constructed in 1919, upgraded in 1964 and is again due for upgrades. The City signed a contract with Nicholls Kovich Engineering to design the bridge upgrades.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 42,500.00

# 3200 95140 95100 56501 99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 3-22-21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

DUFFEY, ANDREW

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

htrautman@spokanecity.org

aduffey@spokanecity.org

dbuller@spokanecity.org

susan@nichollskovich.com

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Hatch Rd. Bridge Design Contract Amendment
<b>Date:</b>	3-22-21
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org 625-6391)
<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 project is in the 6 Yr Street Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of consultant contract amendment
<b>Background/History:</b> <ul style="list-style-type: none"> <li>• The Hatch Rd. bridge over Latah Cr. was constructed in 1919, upgraded in 1964 and is again due for upgrades.</li> <li>• The City signed a contract with Nicholls Kovich Engineering to design the bridge upgrades.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• During the design it was determined that the steel support beam connections are insufficient to support the planned concrete deck. Those steel support beams must be replaced with precast concrete support beams.</li> <li>• This design effort is a significant addition to the previous scope for design services.</li> <li>• The consultant’s estimate for this additional work is an additional \$42,500 which includes modeling, revised demolition plans, updated load rating, revised design &amp; specifications, etc.</li> <li>• The proposed design supplement is attached to this briefing paper.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number		Nicholls Kovich Engineering, PLLC PO Box 1050 Veradale, WA 99037-1050 Phone: 509-921-6747	
Project Number BHM-3881(010)	Execution Date 3/30/2020	Completion Date 12/31/2022	
Project Title Hatch Road Bridge Deck Replacement	New Maximum Amount Payable \$132,370.46		
Description of Work The work to be performed consists of the structural design for the deck and bridge railing replacement, including overall coordination of structural design, demolition plan for existing deck, design of concrete panel deck system, design of bridge and approach railing, load rating to ensure existing bridge will support new deck and railing for legal loads, and technical assistance, submittal review, and inspection during construction.			

The Local Agency of City of Spokane  
desires to supplement the agreement entered in to with Nicholls Kovich Engineering, PLLC  
and executed on 3/30/2020 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

Project will remove the steel support structure on the bridge and replace the transverse steel floor beams with precast floor beams to support the new precast deck. (See Exhibit A).

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is 12/31/2022

**III**

Section V, PAYMENT, shall be amended as follows:

New Maximum Amount Payable \$132,370.46  
(\$89,887.54 + \$42,482.92 = \$132,370.46 - see attached Engineering Estimate).

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Susan M. Kovich By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date



**EXHIBIT A**  
**SUPPLEMENTAL NO 1. - SCOPE OF WORK**

**PROJECT:** Hatch Road Bridge Deck Replacement

**STRUCTURAL DESIGNER:** Nicholls Kovich Engineering, PLLC (Consultant)

**OWNER:** City of Spokane (City)

**DESCRIPTION:**

During final design of the Hatch Road Bridge deck replacement, it was determined that the existing steel floor beam connections do not have the capacity to support a precast concrete deck. The City has selected to move forward with the option of removing the steel support structure on the bridge and replacing the transverse steel floor beams with precast floor beams to support the new precast deck. The monolithic bridge analysis will determine if expansion joints within the deck can be removed.

The additional work to be performed by the Consultant consists of the following tasks:

**TASK 1. PROJECT MANAGEMENT AND ADMINISTRATION**

The following is a description of additional project management and administration tasks:

- 1.1 The Consultant shall oversee additional design tasks, schedule and budget.
- 1.2 Phone, e-mail, and communication with the City as necessary for additional scope on project.
- 1.3 The Consultant shall provide the City with copies of all additional drawings, reports and calculations.
- 1.4 Prepare and submit additional monthly invoices for progress payments.

**TASK 3. BRIDGE ANALYSIS/LOAD RATING**

The Consultant shall perform an analysis and load rating of the new bridge modeled as a monolithic concrete structure.

- 3.1 Gather information and setup monolithic arch model (precast deck and floor beams with existing spandrel walls and arch).
- 3.2 Load rating of structure – Add precast cross beams to load rating calculations and modify current load rating calculations to reflect monolithic construction.
- 3.3 Perform necessary seismic and lateral load analysis on arch with monolithic construction.
- 3.4 Final load rating - The Consultant will prepare the final load rating with modified design. All final files (Excel and BRIDG) will be transmitted to the City.

**Deliverables**

- Final stamped load rating report and related files.

**TASK 4. PRELIMINARY DESIGN**

The Consultant shall develop plans (75% Design) for City review. The preliminary plans shall show the modified deck with railing, precast floor beams, modifications to abutments/footings, utility placement, connection to the existing structure, and the demolition concept.

- 4.1 Preliminary Design - Modify existing deck design for monolithic construction, perform analysis for demolition of existing steel components, preliminary design for precast floor beams and connections to existing structure and footings.
- 4.5 The Consultant will modify bridge deck plans to reflect modified design:
  - Update Plan and profile
  - Update preliminary notes, including scope of work and construction sequencing
  - Update bridge cross section, including bridge railing and utility support locations
  - Develop preliminary section for precast floor beams
  - Develop preliminary sections at abutments
  - Develop preliminary bearing and connection details
- 4.7 Preliminary Cost Estimate – The Consultant shall update and submit the preliminary cost estimate for the structural portion of the project.

**Deliverables**

- Existing and Proposed Service Bearing Pressures for Geotechnical review (by Others)
- Preliminary Plans and Details (75% Design Plans)
- Updated Cost Estimate

Preliminary plans (75%) and estimate shall be submitted by April 23, 2021.

**TASK 5. FINAL BRIDGE DESIGN**

The Consultant shall develop final plans, special provisions, bid quantities and estimate (PS&E) for modified design. Final design tasks shall include:

- 5.1 Finalize bridge deck design, precast floor beam design, connection details, and demolition design.
- 5.2 Finalize detailed plan sheets to reflect modified design:
  - Deck layout
  - Deck reinforcing details
  - Bearing and connection details
  - Abutment/footing details
  - Reinforcing bar list

- 5.3 Revise bid items, bid quantities and estimate for structural portion (95% design).
- 5.4 Add Special Provisions to reflect modified design (bridge demolition and precast floor beams).
- 5.5 Submit additional 95% plans, special provisions, and estimate for City input and review.
- 5.6 Finalize all additional details and submit 100% bridge PS&E for City approval.

**Deliverables**

- 95% PS&E
- 100% Final PS&E
- Design and quantity calculations

Submit 95% PS&E no later than May 21, 2021 (assuming 2 weeks for City review of 75% plans).  
Final PS&E by July 16, 2021 or within 2 weeks after all comments received from City/WSDOT review.

***To be provided by the City of Spokane or Others:***

- Site Class D per Geotechnical Engineer
- Geotechnical Engineering - Review of final bearing pressures at abutments and footings (portions of structure at ends of bridge bearing on soil).
- Review and comment on updated design and plans.
- Coordination and information from utility companies.

ENGINEERING ESTIMATE  
SUPPLEMENTAL NO. 1

[illegible]

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

04/12/2021

<b><u>Date Rec'd</u></b>	3/31/2021
<b><u>Clerk's File #</u></b>	OPR 2020-0417
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	RES 2020-0024
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	SOLE SOURCE
<b><u>Requisition #</u></b>	CR 22477

<b><u>Submitting Dept</u></b>	SOLID WASTE DISPOSAL
<b><u>Contact Name/Phone</u></b>	CHRIS AVERYT 625-6540
<b><u>Contact E-Mail</u></b>	CAVERYT@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES AT THE WTE

**Agenda Wording**

Sole Source contract renewal #1 of 4 with Dresser Rand Company (Houston,TX) for maintenance, services and supplies for the turbine generator at the WTE from May 1, 2021 through Apr. 30, 2022 for an estimated cost not to exceed \$100,000.00 incl. tax.

**Summary (Background)**

Dresser Rand Company, a Siemens Energy business, is the OEM of the turbine generator at the WTE and are the only company that possess the design, fabrication and manufacturing information for it. On Apr. 27, 2020 Council approved a five-year sole source resolution for these services. The initial contact award was for \$100,000.00 from May 1, 2020 through Apr. 30, 2021 with the option of four (4) additional one-year renewals. This will be the first of those renewals.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 100,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54803-34002

#

#

#

**Approvals****Dept Head** AVERYT, CHRIS**Division Director** SIMMONS, SCOTT M.**Finance** ALBIN-MOORE, ANGELA**Legal** ODLE, MARI**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing** WAHL, CONNIE**ACCOUNTING - LEASE** BAIRD, CHRISTI**Council Notifications****Study Session\Other** PIES 3/22/21**Council Sponsor** CP Beggs**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

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## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract Renewal for Turbine Generator Repairs and Maintenance at the WTE.
<b>Date:</b>	March 22, 2021
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.

#### Background/History:

The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.

A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the first of those renewals with an estimated annual cost not to exceed \$100,000.00, including taxes, from May 1, 2021 through April 30, 2022.

#### Executive Summary:

- Contract renewal with Dresser Rand Company (Seattle, WA) for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility.
- Estimated annual cost of \$100,000.00.
- The term of this renewal is May 1, 2021 through April 30, 2022.
- The WTE Facility is unable to produce electricity without the turbine generator and will lose revenue and increase costs due to purchasing power instead of producing it.
- A five year Sole Source Resolution with Dresser Rand, who is the original equipment manufacturer, was approved in 2020.

#### Budget Impact:

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

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

If new, specify funding source:

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

#### Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 of 4**  
**Title: MAINTENANCE SERVICE AND**  
**SUPPLIES FOR TURBINE GENERATOR**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** a ("City"), Washington municipal corporation and **DRESSER-RAND COMPANY** with principal offices located at 1200 W. Sam Houston Parkway North, Houston, Texas 77045 and **SIEMENS ENERGY INC.**, with principal offices located at 4400 Alafaya Trail, Orlando, Florida, 32826, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an agreement wherein Contractor agreed to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and,*

*WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the 1st of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated July 6, 2020 and July 7, 2020, any previous amendments, renewals and/or extensions thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATES.**

This Contract Renewal shall become effective May 1, 2021 and end April 31, 2022.

**3. COMPENSATION.**

The City shall pay a maximum additional cost in the amount of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**DRESSER-RAND COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**SIEMENS ENERGY, INC.**

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

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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Certificate of Debarment

21-033



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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2017-0256

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

SOLID WASTE DISPOSAL

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

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

RFP 4302-17

**Agenda Item Type**

Contract Item

**Requisition #**

CR 22454

**Agenda Item Name**

4490 CHEMICAL MANAGEMENT AND WATER TREATMENT AT THE WTE

**Agenda Wording**

Contract extension with cost with Nalco Company (Naperville, IL) for chemical management and water treatment at the WTE from April 1, 2021 through March 31, 2022 with an annual cost of \$38,000.00 plus tax.

**Summary (Background)**

The WTE boiler and component cooling water system requires chemical management and treatment to protect the boiler and components. RFP #4302-17 was issued to provide these services. Four (4) responses were received and Nalco Company was determined to be the most qualified. The initial contract was awarded for two years, with three (3) possible one-year extensions. This will be the last extension. The total contract cost with extensions over five years totals \$162,313.80.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 38,000.00

# 4490-44100-37148-53203

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/22/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

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**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign To: zachary.singer@ecolab.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Chemical Management and Water Treatment at the WTE
<b>Date:</b>	March 22, 2021
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract extension which will allow for uninterrupted chemical management in the boiler feed water and component cooling water at the WTE.

#### Background/History:

The WTE boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components.

RFP #4302-17 was issued to solicit a vendor to provide all testing, chemicals, tanks, feed pumps and equipment as required to maintain reliable chemistry for boiler water. Four (4) responses were received. Nalco Company (Naperville, IL) was determined to be the most qualified.

The initial contract totaling \$52,313.80 was awarded in April of 2017 for two years, with three (3) possible one-year extensions. The first extension exercised in 2019 had a total cost of \$36,000.00. The second extension exercised in 2020 had a total cost of \$36,000.00. This will be the third and final contract extension with cost for \$38,000.00 and will run from April 1, 2021 through March 31, 2022.

#### Executive Summary:

- Extension #3 of 3 with Nalco Company (Naperville, IL) for chemical management and treatment of the boiler water at the WTE.
- Total contract cost with extensions over 5 years totaling \$162,313.80.
- Final extension will run from April 1, 2021 through March 31, 2022 for a total additional cost of \$38,000.00.

#### Budget Impact:

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

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

If new, specify funding source:

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

#### Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION 3 OF 3**

Title: **Chemical Management and  
Water Treatment Services**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Nalco Company, LLC**, whose address is 421 West Riverside Avenue, Suite 770, Spokane, Washington 99201 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 Chemical Management and Water Treatment Services for the City; and*

*WHEREAS, the initial contract provided for three (3) additional one-year extensions, with this being the 3rd, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 25, 2017 and October 20, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on April 1, 2021 and shall end March 31, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000.00)** plus tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension 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 Extension by having legally-binding representatives affix their signatures below.

**NALCO COMPANY, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

N/A

U2021-021

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2017-0257

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

SOLID WASTE DISPOSAL

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

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

RFB 4337-17

**Agenda Item Type**

Contract Item

**Requisition #**

CR 22453

**Agenda Item Name**

4490 CONTRACT FOR MECHANICAL REPAIRS AT THE WTE

**Agenda Wording**

Contract extension with cost with Knight Const. & Supply, Inc. (Deer Park, WA) for mechanical repairs at the WTE from April 1, 2021 through March 31, 2022 with an additional cost of \$1,800,000.00 including taxes.

**Summary (Background)**

The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. In response to RFB #4337-17, on March 13, 2017, the City received bids from contractors qualified to perform these mechanical repairs to plant equipment and infrastructure. Knight Construction & Supply, Inc., of Deer Park, WA, was the only bidder. The initial contract award was for one year with four (4) possible one-year extensions. This will be the last of those extensions.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 1,800,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/22/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

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mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign To : dave@knightconst.com

cgeorge@knightconst.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Mechanical Repairs at the Waste to Energy Facility
<b>Date:</b>	March 22, 2021
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract to allow for uninterrupted emergency and scheduled mechanical work at the WTE
<b>Background/History:</b> The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. In response to RFB #4337-17, on March 13, 2017, the City received bids from contractors qualified to perform these mechanical repairs to plant equipment and infrastructure. Knight Construction & Supply, Inc., of Deer Park, WA, was the only bidder. This will be the last of four (4) possible extensions with cost to OPR 2017-0257 which runs from April 1, 2021 through March 31, 2022 and will cost \$1,800,000.00 including taxes.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Extension #4 of 4 with cost to OPR 2017-0257 for mechanical repairs at the WTE per RFB #4337-17.</li> <li>The term of this extension will run from April 1, 2021 through March 31, 2022.</li> <li>Annual cost not to exceed \$1,800,000 including taxes.</li> <li>2021 labor rates adjusted to reflect increases in prevailing wage rates.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT EXTENSION 4 OF 4  
WITH COST**

**Title: Mechanical Repairs At The City's  
Waste to Energy Facility (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. & SUPPLY, INC.**, whose address is 2601 E. 6<sup>th</sup> Street, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described in the City's Request For Bids (RFB # 4337-17) entitled MECHANICAL REPAIRS AT THE CITY'S WASTE TO ENERGY FACILITY (WTE); and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 4<sup>th</sup> of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 25, 2017 and May 10, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on April 1, 2021.

**3. EXTENSION.**

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

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00)** for everything furnished and done under this Contract Extension.

**5. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.**

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and



intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

**6. PREVAILING WAGES PRICE ADJUSTMENTS.**

Upon the effective date of revised prevailing wages adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

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

**KNIGHT CONST. AND SUPPLY, 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

U2021-015

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

OPR 2021-0235

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

SOLID WASTE DISPOSAL

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

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

PW ITB 5251-20

**Agenda Item Type**

Contract Item

**Requisition #**

RE 19810

**Agenda Item Name**

4490 CONTRACT FOR FABRIC FILTER BAG CHANGEOUT SERVICES AT THE WTE

**Agenda Wording**

Contract with Knight Const. & Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from May 1, 2021 through April 30, 2023 with a total cost of \$194,972.38, including tax, over the two year term.

**Summary (Background)**

The WTE utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. A complete bag change out is scheduled in May 2021, and in the other boiler in May 2022. PW ITB 5251-20 for these change out services was issued and Knight Const. & Supply, Inc. was the only respondent. The resulting contract award would be for two years with a cost of \$97,442.63 in 2021 and \$97,529.75 in 2022.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 97,442.63 (2021)

# 4490-44900-37145-54803-34002

Expense \$ 97,529.75 (2022)

# 4490-44900-37145-54803-34002

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/22/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

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mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign To : dave@knightconst.com

cgeorge@knightconst.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Bag House Fabric Filter Bag Replacement at the WTE
<b>Date:</b>	March 22, 2021
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for the installation of fabric filter tapered bags at the WTE to ensure uninterrupted operations and compliance with the Air Operating Permit.
<b>Background/History:</b> <p>The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines. One of the two boilers at the facility is scheduled to undergo a complete bag change out in May 2021, and the other boiler in May 2022.</p> <p>On February 25, 2021, bids were received for PW ITB 5251-20 for Fabric Filter Bag Change Out Services and Knight Const. &amp; Supply of Deer Park, WA was the only respondent. The resulting contract award would be for two years beginning on May 1, 2021 and running through April 30, 2023. The cost for the May 2021 change out of boiler #1 is \$97,442.63 and the cost for the May 2022 change out of boiler #2 is \$97,529.75. The total cost of the project over the two years is \$194,972.38 including taxes. This project was planned for and budgeted in the 2021 and 2022 6-Year Capital Plan.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract for the installation of tapered fabric filter bags for the WTE.</li> <li>One of the two boilers at the facility is scheduled to undergo a complete bag change out in May 2021, and the other boiler in May 2022.</li> <li>Knight Const. &amp; Supply, Inc. of Deer Park, WA was the only respondent to PW ITB 5251-20 for this project.</li> <li>Boiler #1 cost in 2021 is \$97,442.63. Boiler #2 cost in 2022 is \$97,529.75. Total project cost is \$194,442.63 including taxes.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**PUBLIC WORKS CONTRACT**  
**Title: FABRIC FILTER BAG**  
**CHANGE OUT SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. & SUPPLY, INC.**, whose address is 2601 East 6<sup>th</sup> Street, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Fabric Filter Bag Change Out Services, selected via PW ITB 5251-20.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to ITB (Exhibit B). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on May 1, 2021, and ends on April 30, 2023, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
  - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED SEVENTY TWO AND 38/100 DOLLARS (\$194,972.38)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this

Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd., Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

10. INSURANCE. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
  2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
  3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
14. **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.
15. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts



- by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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.

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

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

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

**KNIGHT CONST. & SUPPLY, INC.**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments that are part of this Contract:**  
Exhibit A - Certification Regarding Debarment  
Exhibit B – Response to ITB  
Payment Bond  
Performance Bond

**EXHIBIT A**

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**EXHIBIT B**

**EXHIBIT B**

City of Spokane Procurement

**Bid Response Summary**

**Bid Number** PW ITB 5251-20  
**Bid Title** Fabric Filter Bag Change Out Services  
**Due Date** Thursday, February 25, 2021 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Knight Const. & Supply, Inc.  
**Submitted By** Pam Pardo - Wednesday, February 24, 2021 1:19:43 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 ppardo@knightconst.com 509-276-2229  
**Comments**

**Question Responses**

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walk Through			
	1	PRE-BID CONFERENCE. A MANDATORY pre-bid conference will be held on THURSDAY, January 1/21/2021 at 10:00 a.m. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. This meeting is MANDATORY ONLY for those companies who have not previously performed Fabric Filter Bag Change Out Services at the City of Spokane Waste to Energy Facility.	I acknowledge
	#2	Bidder realizes if it did not previously performed Fabric Filter Bag Change Out Services at the City of Spokane Waste to Energy Facility, and it does not attend the Mandatory Pre Bid it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge
	#3	If your company has previously performed Fabric Filter Bag Change Out Services at the City of Spokane Waste to Energy Facility, 2900 S Geiger Blvd., Spokane WA 99224, please advise of dates that services were performed.	KCS has continuously (2006 - present) made repairs to the various components of the Fabric Filter System at the WTEF.
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	1
	#2	Download "Addendum 1 PW ITB 5251-20" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 1 Signed.pdf
Background and Purpose			
	#1	Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge

#2	The WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray drier absorber before entering the fabric filter bag houses.	I acknowledge
#3	Each of the two boiler units has its own dedicated fabric filter bag house. Boiler Unit 1's dedicated fabric filter bag house had a complete bag change out in December 2015, requiring 1710 fabric filter bags to be changed out. Boiler Unit 2's dedicated fabric filter bag house had a complete bag change out in July 2017, requiring 1710 fabric filter bags to be changed out. Each fabric filter bag house is changed out approximately every 4 to 5 years.	I acknowledge
Proprietary Information/Public Disclosure		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I acknowledge
#2	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.	I acknowledge
#3	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.	I acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge
Terms & Conditions		
#1	Bidder acknowledges the Standard Terms and Conditions in the Document tab of this project. Not accepting these Standard Terms and Conditions as written may be cause for being found non-responsive.	I acknowledge
Submission of Bids		
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procurement.com">https://spokane.procurement.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I acknowledge

#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid due date.	I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge
#4	<b>PUBLIC WORK REQUIREMENTS.</b> The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years. This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.	I acknowledge
#5	<b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.</b> Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Copy of this document is located in the Document tab of this project. This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.	I acknowledge
<b>Supplemental Bidder Responsibility Criteria</b>		
#1	Complete and Upload the Supplemental Bidder Responsibility Criteria, Pages 32 -38, of the PW ITB 5251-20, Fabric Filter Bag Change Out Services Document in the Documents tab.	SBRC Form.pdf
#2	A bidder may be deemed non responsive if it does meet supplemental bidder responsibility criteria	I acknowledge
<b>Technical Requirements</b>		
#1	Complete and Upload Pages 8- through 16 of the PW ITB 5251-20, Fabric Filter Bag Change Out Services document, that is located in the Documents tab	Proposal KCS.pdf



#2	Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.	I acknowledge
#3	Acknowledge that you have read and understand the following Contract Completion Time.	Yes
#3.1	CONTRACT COMPLETION TIME: Boiler Unit 1's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2021 outage at the Waste-to-Energy facility. A date will be provided to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2021.	I acknowledge
#3.2	CONTRACT COMPLETION TIME: Boiler Unit 2's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2022 outage at the Waste-to-Energy facility. A date will be provided to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2022	I acknowledge
#4	The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the Documents Tab	I acknowledge
Peroid of Performance		
#1	The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about May 1, 2021 and to end on April 30, 2023	I acknowledge
#2	PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract (A, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate	I acknowledge

#3	<p>PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract (A, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in change order. To the extent that the contract sum changes, a change order will be issued as appropriate</p>	I acknowledge
Sales Tax		
#1	<p>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</p>	I acknowledge
Additional Documents Bidder Would Like To Upload		
#1	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.</p>	

January 21, 2021

**ADDENDUM NO. 1**  
**PW ITB 5251-20**  
**Fabric Filter Bag Change Out Services**

**MADATORY PRE-BID CONFERENCE.** A mandatory pre-bid conference was conducted on Thursday, January 21, 2021, at 10:00 AM, Pacific Local Time, at the Spokane Solid Waste Disposal, Waste To Energy Facility's Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224. This meeting is MANDATORY ONLY for those companies who have not previously performed Fabric Filter Bag Change Out Services at the City of Spokane Waste to Energy Facility

This Addendum is to distribute copy of the "sign-in sheet" as depicted below, and answer questions that were asked. A walk-down was also conducted.

**QUESTIONS,** The following questions were asked:

- 1) What prevailing wage rate trade are we to use?  
**Laborer class**
- 2) How many modules will we be able to work on at the same time?  
**Two Modules.**
- 3) If work time is reduced from Monday 6AM to Friday 6PM because of city's schedule changes and or problems the city will incur the cost for overtime on the weekend?  
**If the city doesn't give needed hours to complete job as stated in bid, then the city will either pay or give extra time to complete job with no incurred cost to contractor.**
- 4) Is contractor responsible to remove and replace pulse header tubes?  
**Yes, contractor is responsible to remove and replace pulse header tubes.**
- 5) How many bags are there in one module?  
**285 per module.**
- 6) How long are the bags?  
**155 inches long 6.25 inches diameter.**

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and the Clarification Deadline is 1/25/2021, 9:00 AM



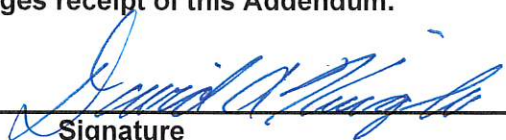
**Rick Rinderle**  
**Procurement Specialist**

---

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

**The undersigned acknowledges receipt of this Addendum.**

Knight Const. & Supply, Inc.; David A. Knight, VP  
**Company**

  
**Signature**



# PUBLIC WORKS INVITATION TO BID

City of Spokane, Washington

BID NUMBER: PW ITB #5251-20

DESCRIPTION: FABRIC FILTER BAG CHANGE OUT SERVICES

DUE DATE: Thursday  
~~Monday~~, February 25, 2021  
No later than 9:00 a.m.

BID SUBMITTED BY:

COMPANY Knight Const. & Supply, Inc.

MAILING ADDRESS 2601 E. 6th Street

Deer Park, WA

PHYSICAL ADDRESS same as above

PHONE NUMBER 509-276-2229

E-MAIL ADDRESS dave@knightconst.com

---

Rick Rinderle  
Purchasing

**THESE NEXT NINE (9) PAGES (Pages 8 through 16) MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.**

## **BID PROPOSAL**

To: Members of the Spokane City Council  
City of Spokane, Washington

**PROJECT:** PW ITB #5251-20 FABRIC FILTER BAG CHANGE OUT SERVICES

### **BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

### **BID OFFER.**

**Unit 1, Fabric Filter Bag Change Out May 2021. The City reverse the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2021**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, mob/demob, materials, tools, equipment, transportation, supplies, PPE, supervision, permits, organization and other items of work and cost necessary to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following firm fixed price:

BASE BID \$89,479.00

#### **SALES TAX: (8.9%)**

The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**Unit 2, Fabric Filter Bag Change Out May 2022. The City reverse the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2022**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, mob/demob, materials, tools, equipment, transportation, supplies, PPE, supervision, permits, organization and other items of work and cost necessary to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following firm fixed price:

BASE BID \$89,559.00

#### **SALES TAX: (8.9%)**

The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the

applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder must adhere to the City's outage schedule.

CONTRACT COMPLETION TIME: Boiler Unit 1's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2021 outage at the Waste-to-Energy facility. A date will be provided to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2021. Acknowledge.

CONTRACT COMPLETION TIME: Boiler Unit 2's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2022 outage at the Waste-to-Energy facility. A date will be provided to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed to 11/2022. Acknowledge

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of Ten Thousand Dollars (\$10,000) per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. KNIGHCS281ON  
(must be in effect at time of bid submittal)

U.B.I. Number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 91-0882900

City of Spokane Business License Number T12001102BUS

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

**Name of Bidder:** Knight Const. & Supply, Inc.

  
Signature of Bidder's Authorized Representative

David A. Knight, Vice President  
Title

2601 E. 6th Street, Deer Park, WA 99006  
Address

509-276-2229  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

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

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

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.



Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

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

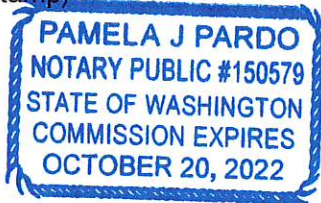
My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On February 22, 2021  
date

(Seal Or Stamp)



Pamela J Pardo  
Signature of Notary Public

My appointment expires 10-20-2022



# SUBCONTRACTOR LIST

City of Spokane Project Name:

## **FABRIC FILTER BAG CHANGE OUT SERVICES**

*This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.*

**RCW 39.30.060 (as amended) states:**

*"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.*

***The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.*** (emphasis added)

*Contractor shall state that any specialty sub-contractor meets all of the required minimum qualifications specified.*

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

Knight Const. & Supply, Inc. will self perform all work as the prime contractor.

**Work to be performed:**

**Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work))**

**Work to be performed:**

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

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Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF  
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE  
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE  
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

### MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
---	--

None

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ <u>0.00</u>	MBE TOTAL	\$ <u>0.00</u>
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ <u>0.00</u>	WBE TOTAL	\$ <u>0.00</u>
COMBINATION GOAL:	\$ <u>0.00</u>	MBE/WBE TOTAL	\$ <u>0.00</u>

\*Designate MBE or WBE

Mr./ Mrs./ Ms. Carolyn George has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

**BID BOND**

We, Knight Const. & Supply, Inc. as Principal,  
and Western Surety Company as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal  
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the  
payment of which we jointly and severally bind ourselves, and our legal representatives and  
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make  
timely award to the Principal for the

**Fabric Filter Change Out Services**

according to the terms of the bid made by the Principal; and the Principal shall, within the  
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to  
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on February 25, 2021

AS PRINCIPAL

Knight Const. & Supply, Inc.

By: 

Title: David A. Knight, Vice President

A valid POWER OF  
ATTORNEY must  
accompany this bond.

Western Surety Company

AS SURETY

By: 

AiLi Palmer Attorney in Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James E Majeskey II, Judith C Kaiser Smith, Jaclyn R Kruse, Thomas V A Davis, Marla J Davenport, Thomas Denison, Melissa S Wolf, Aili Palmer, Individually**

of Spokane, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2021.



WESTERN SURETY COMPANY

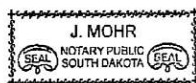
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of January, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25 day of February 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Upon notification, Knight will submit this SBRC with all attachments requested.



## City of Spokane, Washington


### Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Fabric Filter Bag Change Outs	
	Project # PW ITB 5251-20
<b>Part A: General Company Information</b>	
Company Name	Knight Const. & Supply, Inc.
Address	2601 E. 6th Street, Deer Park, WA 99006
Contact Name and Title	David A. Knight, Vice President
Contact Phone	509-276-2229
Contact E-mail	dave@knightconst.com
Years in business as a Prime Contractor	53
Years in business as a sub-contractor	53
Years in business under present Name	53
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
n/a	
Explain reason for name change(s) in the past five (5) years	
n/a	
<b>Part B: Work Experience</b>	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<b>Part C: Performance Evaluation</b>	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal,	



etc. from any governmental public works project and the basis for the action.
<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
<b>Part H: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part I. Prevailing Wage</b>

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
<b>Part K. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part L. Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part M: Litigation</b>
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

<b>Part N: Delinquent State Taxes</b>	
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".	
<b>Part O: Subcontractor Responsibility</b>	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
<b>Signature</b>	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	2-24-2021
Printed Name of Authorized Representative	Title
David A. Knight	Vice President

## Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.
The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.
For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.
<b>Form Submittal:</b>
Submit this form with Work Experience Form via email within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)
Email Addresses: <a href="mailto:rrinderle@spokanecity.org">rrinderle@spokanecity.org</a> ; <a href="mailto:purchasinghelp@spokanecity.org">purchasinghelp@spokanecity.org</a>
with the Email Subject line: Supplemental Bidder Form for PW ITB 5351-20
Questions: Please call (509) 625-6527

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

<b>PROJECT DETAIL</b>			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
<b>PROJECT DETAIL</b>			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number:	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

**PAYMENT BOND**

We, **KNIGHT CONST. & SUPPLY, INC.**, as principal, and Western Surety Company, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED SEVENTY TWO AND 38/100 DOLLARS (\$194,972.38)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Fabric Filter Bag Change Out Services, selected via PW ITB 5251-20**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

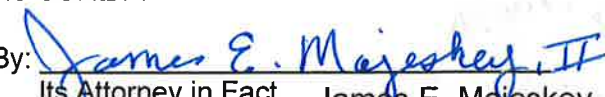
SIGNED AND SEALED on March 15, 2021

**KNIGHT CONST. & SUPPLY, INC.,**

AS PRINCIPAL

By:   
Title: Vice President

Western Surety Company  
AS SURETY

By:   
Its Attorney in Fact James E. Majeskey, II

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

STATE OF WASHINGTON       )  
  ) ss.  
County of Spokane       )

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

DATED: March 15, 2021

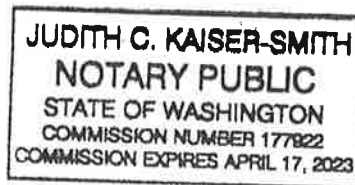


Signature of Notary Public Judith C. Kaiser-Smith

My appointment expires April 17, 2023

Approved as to form:

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





**PERFORMANCE BOND**

We, **KNIGHT CONST. & SUPPLY, INC.**, as principal, and Western Surety Company, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED SEVENTY TWO AND 38/100 DOLLARS (\$194,972.38)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Fabric Filter Bag Change Out Services, selected via PW ITB 5251-20**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;


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

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

SIGNED AND SEALED on March 15, 2021


**KNIGHT CONST. & SUPPLY, INC.,**

AS PRINCIPAL

By:   
Title: Vice President

Western Surety Company,  
AS SURETY

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

By:   
Its Attorney in Fact James E. Majeskey, II

STATE OF WASHINGTON                     )  
   ) ss.  
County of Spokane                     )

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

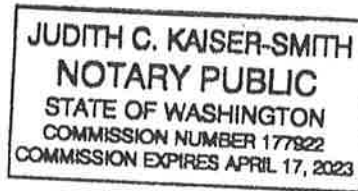
DATED on March 15, 2021\_\_\_\_\_.

  
Signature of Notary Judith C. Kaiser-Smith

My appointment expires April 17, 2023

Approved as to form:

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



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James E Majeskey II, Judith C Kaiser Smith, Jaclyn R Kruse, Thomas V A Davis, Marla J Davenport, Thomas Denison, Melissa S Wolf, Aili Palmer, Individually**

of Spokane, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

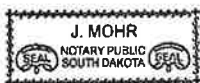
State of South Dakota  
County of Minnehaha

} ss

On this 25th day of January, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## RETAINAGE BOND

We, Knight Const. & Supply, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound to the CITY OF SPOKANE, WASHINGTON, as Obligor, in the sum of Nine Thousand Seven Hundred Forty Eight Dollars and 00/100 (\$ 9,748.00), which is five percent (5%) of the Principal's bid, for the payment of which sum, we bind ourselves, our legal representatives, successors and assigns, jointly and severally by this document.

THE CONDITIONS OF THE ABOVE OBLIGATIONS are that the Principal and Obligor entered into a Contract which is by reference made a part hereof, for the Fabric Filter Bag Change Out Services, selected via PW ITB 5251-20

The Contract and chapter 60.28 RCW require the Obligor to withhold from the Principal the sum of five percent (5%) from monies earned on estimates during the progress of the project.

The Surety is held and bound to the Obligor in the sum of five percent (5%) of the final contract cost, which shall include the Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

NOW THEREFORE, if the Principal shall indemnify and hold harmless the Obligor from all loss, costs and damages which the Obligor may be subject by virtue of the Obligor's release of retainage to the Principal for the above described Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the total amount earned by the Principal if no monies are retained by the Obligor as estimates during the progress of the Project.
2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the Parties to this bond.
3. The Surety waives notice of any alteration or extension of time made by the Obligor.

SIGNED AND SEALED on March 15, 2021

Knight Const. & Supply, Inc.

AS PRINCIPAL

By: 

Title: Vice President

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

Western Surety Company

AS SURETY

By: 

James E. Majeskey II Its Attorney in Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James E Majeskey II, Judith C Kaiser Smith, Jaclyn R Kruse, Thomas V A Davis, Marla J Davenport, Thomas Denison, Melissa S Wolf, Aili Palmer, Individually**

of Spokane, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2021.



WESTERN SURETY COMPANY

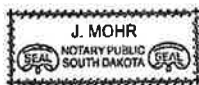
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of January, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March 2021



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



KNIGCON-01

CLONGINOTTI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2021

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> <b>Spokane Office</b> <b>PayneWest Insurance, Inc.</b> <b>501 N. Riverpoint Blvd., Ste 403</b> <b>Spokane, WA 99202</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (509) 838-3501</b> <b>FAX (A/C, No): (509) 838-3511</b> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A : Cincinnati Insurance Company</b></td> <td><b>10677</b></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A : Cincinnati Insurance Company</b>	<b>10677</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b>  <b>Knight Const. &amp; Supply, Inc.</b> <b>2601 E 6th St</b> <b>Deer Park, WA 99006</b>															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENP 0587046	8/19/2020	8/19/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>WA STOP GAP</b> \$ <b>1,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ENP 0586986	8/19/2020	8/19/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			ENP 0587046	8/19/2020	8/19/2021	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached If more space is required)  
 Re: WTEF Fabric Filter Changeout

City of Spokane is additional insured as per the attached forms. Coverage is primary and non contributory. Waiver of subrogation and per project aggregate applies. 30 day Notice of Cancellation applies in favor of certificate holder.

**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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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 architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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 architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

## SECTION I - COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.
- c. "Bodily injury" or "property damage" which:
- (1) Occurs during the "coverage term"; and
  - (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;
- includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.
- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
  - (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
  - (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
  - (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollutant

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph (a) does not apply to:

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph c) does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception 1) shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph 1) only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- 1) Any insured; or
- 2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph (d) does not apply to:

- 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.



**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Asbestos**

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Additional Insured Prior Knowledge**

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

**s. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**t. Distribution of Material in Violation of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through q. do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" only if:
  - (1) The "personal and advertising injury" is caused by an offense arising out of your business; and
  - (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
  - (3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph 1.d. below, that the offense had been committed or had begun to be committed, in whole or in part.
- c. "Personal and advertising injury" caused by an offense which:
  - (1) Was committed during the "coverage term"; and

- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
  - (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
  - (4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or
  - (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or

- (2) The "coverage term" in which insurance coverage is sought.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

### f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17. a., b. and c. of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

**l. Unauthorized Use of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Employment Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation

or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**n. Pollutant**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

**o. Pollutant-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**p. Asbestos**

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**q. Additional Insured Prior Knowledge**

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

**r. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**s. Distribution of Material in Violation of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C. MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletic Activities**

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", in-

cluding actual loss of earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
- (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties in the Event of Occurrence, Offense, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or



a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 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. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

### 5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
  - (b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**
- (2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.
- (3) Any other insurance:
  - (a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
  - (b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** 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.

#### 6. 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:
  - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
  - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- 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.

#### 7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

#### 8. 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.

#### 9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment 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.

#### 10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

#### 11. 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 a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "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 in the state where it is licensed or principally garaged.

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

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
    - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
  - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
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 a "suit" on the merits, in the territory described in a. above or in a settlement to which we agree.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
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.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

- road property and affecting any rail-road bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
  - (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;
  - (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
  - (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or
  - (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
  14. "Loading or unloading" means the handling of property:
    - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
    - b. While it is in or on an aircraft, watercraft or "auto"; or
    - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
  15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - b. Vehicles maintained for use solely on or next to premises you own or rent;
    - c. Vehicles that travel on crawler treads;
    - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      - (1) Power cranes, shovels, loaders, diggers or drills; or
      - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, re-conditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed; or
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who is not your "employee", and who donates his or**

her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".**

**25. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

**c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

**26. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

# NUCLEAR ENERGY LIABILITY EXCLUSION

## (Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by

an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;



**D.** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus<sup>®</sup>**  
**BUSINESS AUTO XC+<sup>®</sup>**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary 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 this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### **J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### **K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### **L. Airbag Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### **M. Loan or Lease Gap Coverage**

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
  - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
    - (a) Overdue lease or loan payments;
    - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
    - (c) Security deposits not refunded by the lessor;
    - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (e) Carry-over balances from previous loans or leases, or
  - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
  - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

# PERFORM

## CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATIC EXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

### PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer listed on the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

#### I. INSURING AGREEMENT

##### A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance**, provided that:

1. the **Protective Claim** arises out of:
  - a. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
  - b. a **Pollution Condition** resulting from the performance of **Contractor Activities**;
 by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss**; and
4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity**.

##### B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim**.

#### C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and
2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period**, or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period**, provided that:
  - a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage**, or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition**, which is
    - i. for **Bodily Injury**, the date of first exposure of any person to that **Pollution Condition**; or
    - ii. for **Property Damage** or **Cleanup Costs**, the date the **Pollution Condition** first commenced.
  - b. If the date of the first exposure cannot be immediately determined to have been within this **Policy Period**, and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim**), and the **Bodily Injury**, **Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period**, the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim**. No more than one policy issued by us can be applicable to the **Pollution Claim**; and

prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim**.

#### D. Cyber Liability

We will defend you against a **Cyber Claim** and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. Prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim**.

#### E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services, Media Activities or Information Technology Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim**.

#### F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim, Pollution Claim, Cyber Claim or Media and Personal Injury Claim** that would be covered under this Policy, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period**; and
3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim**; and
4. before incurring any **Mitigation Cost**, you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding a covered **Claim**, and we provide our express written consent for such **Mitigation Cost**, such consent not to be unreasonably withheld.

## II. SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

#### A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

#### B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services or Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### C. Subpoena Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena in a proceeding other than a **Claim** against you or a **Protective Claim**, that is both first served on you and



reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

#### F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim**, at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

#### G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

#### H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period**, but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities**, or the expiration of the **Policy Period**, whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**.

### III. DEFENSE, SETTLEMENT AND COOPERATION

#### A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:
  - a. even if groundless or false;

- b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss**, we shall have the right, but not the duty, to defend you against such **Claim**. You shall have the duty to investigate and defend such **Claims**, and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense**.

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of \$25,000 per **Claim**, towards the costs of having you retain your own counsel to monitor the **Claim**. Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim**.
3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims**; and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim**, and to comply with our reporting and billing guidelines.
4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after any applicable Limit of Liability has been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

#### **B. Settlement and Consent (Coverages B, C, D and E)**

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** up to the time we made our recommendation to you.

#### **C. Settlement (Coverage A)**

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim**.
2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

#### **D. Proactive Resolution of Substantiated Protective Claim (Coverage A)**

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance**, then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss**:

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim**;
2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim**;
3. we will assist you in negotiations with representatives for any **Recoverable Insurance**; and
4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim**, we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance**.

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VI. of this Policy.

#### E. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.
2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim or Claim**, such that all such communications shall be protected by all applicable privileges and protections.
3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim or Claim**, or incur any **Claim Expense or Mitigation Cost**, for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense**. We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim or Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.
4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim or Claim**, including but not limited to rejecting or demanding arbitration.

#### IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

- A. **Advertising** means material which promotes your products, services or business.
- B. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.
- C. **Claim** means **Professional Claim, Pollution Claim, Cyber Claim, and Media and Personal Injury Claim**.
- D. **Claim Expense** means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim**. **Claim Expense** includes reasonable and necessary fees in defending such a **Claim**, for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.
- E. **Cleanup Costs** means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; clean up, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities**. **Cleanup Costs** also includes **Restoration Costs**.

**F. Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

**G. Contractor Activities** means:

1. any general construction, construction management, or environmental activity; or
2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed and in the business of loading, unloading, delivering or transporting goods, materials, products, or waste; or
3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or
4. the use of a **Non-Owned Location**.

**Contractor Activities** also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

**H. Cyber Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach**.

**I. Cyber Security Breach** means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;
2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;
3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;
4. the destruction, deletion or corruption of your client's electronic data; or
5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:
  - a. an individual, natural person's private **Content**, or
  - b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insured's direct control.

**J. Damages** mean any amounts you are legally obligated to pay.

**K. Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.

**L. First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

**M. Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

**N. Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

**O. Insured** means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or agreement executed before the **First Party Claim** or **Claim** was first made; or
9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such

entity prior to the **First Party Claim** or **Claim** being made. However:

- a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and
- b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

**P. Insured Contract** means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract**; or
2. a sidetrack agreement; or
3. any easement or license agreement; or
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage, or Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract**.

**Q. Loss** means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.

**R. Media Activities** means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.

**S. Media and Personal Injury Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense**.

**T. Media and Personal Injury Offense** means:

1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;
2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
3. act, error or omission regarding the **Content** of any **Media Communication**, including harm caused through any reliance or failure to rely upon such **Content**;

4. Misappropriation of trade secret;
5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;
6. Invasion or interference with the right to privacy or of publicity;
7. Misappropriation of any name or likeness for commercial advantage;
8. False arrest, detention or imprisonment or malicious prosecution; or
9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;

**U. Media Communications** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.

**V. Media Material** means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software or **Content**.

**W. Mediation** means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.

**X. Mitigation Cost** means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services**, **Contractor Activities**, **Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, including, in the event of a **Cyber Security Breach**, costs we incur to engage a qualified firm on your behalf to:

1. investigate the **Cyber Security Breach**;
2. notify any parties affected by the **Cyber Security Breach**;
3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach**; and
4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach**.

Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent before being incurred, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense**; betterment; or the failure to prevent or detect faulty workmanship.

**Y. Named Insured** means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.

**Z. Natural Resource Damage** means physical injury to or destruction of (including the resulting loss of value) land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

**AA. Non-Owned Location** means:

1. real property rented, leased or managed by you, but only if such real property is utilized on a temporary basis for the storage of goods, materials, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; or
2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:

- a. the waste material is generated while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; and
- b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured**; and
- c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

**BB. Policy Period** means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

**CC. Pollution Claim** means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities**.

**DD. Pollution Condition** means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

**EE. Pollution Loss** means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage or Cleanup Costs**.

**FF. Principal Personnel** means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured**.

**GG. Professional Claim** means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services**.

**HH. Professional Services** means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or
2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or
3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or
4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling,



remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or

5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

**II. Property Damage** means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage**.

**JJ. Protective Claim** means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities**.

**Protective Claim** does not include a demand or proceeding for non-monetary or injunctive relief.

**KK. Protective Loss** means:

1. any amounts you are legally entitled to recover; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity**:

1. due to a negligent act, error or omission in the rendering of **Professional Services**; or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition**.

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities**.

**LL. Recoverable Insurance** means:

1. all available liability insurance providing applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, such Limitation of Liability.

**MM. Responsible Entity** means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities**.

**NN. Restoration Costs** means the reasonable and necessary costs incurred by you, with our prior written consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

**OO. Retroactive Date(s)** means the date(s) set forth in Item 6. of the Declarations.

**PP. Third Party Loss** means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense**.

## V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

- A. any amounts incurred in connection with the making or prosecution of a **Protective Claim**. This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.
- B. the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, will be upon you.

- C. any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services**, or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities**, or (4) **Information Technology Products**.
- D. the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:
  - 1. Coverages A or B; or
  - 2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

- E. any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.
- F. any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.
- G. liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract or agreement. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of others assumed under an **Insured Contract**.
- H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.
- I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.

- J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim**.
- K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured**.
- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.
- M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:
  - 1. that wholly or partially owns, controls or operates you; or
  - 2. in which you have an ownership interest in excess of twenty-five percent (25%); or
  - 3. that is controlled or operated by you; or
  - 4. in which you are an officer or director; or
  - 5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

- N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services**.
- O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.
- P. any **Protective Loss** or **Pollution Loss** resulting from:
  - 1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location**; or
  - 2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location**, for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities**.
- Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content**, including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.
- R. any **Professional Services**, **Contractor Activities**, **Media Activities**, or **Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim**, or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

## VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

### A. Limits of Liability

1. Limit of Liability Each Claim or First Party Claim: Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.
2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.
3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

### B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim**, if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount state in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss**, though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim**.

**Mediation Credit**: If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation**, and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation**, your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of \$25,000.

## VII. MULTIPLE INSURED

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

## VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions**, or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

- A. a single Each **Claim** or **First Party Claim** Limit of Liability; and
- B. a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim**, whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims**.

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim**.

## IX. EXTENDED REPORTING PERIOD

### A. Automatic Extended Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than nonpayment of premium or your failure to comply with any term or condition, or fraud or material misrepresentation, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim**) or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

### B. Optional Extended Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than nonpayment of premium, your failure to comply with any material term or condition, fraud or material misrepresentation, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your right to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the cancellation or termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

## X. REPORTING

### A. Reporting a Claim or First Party Claim

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

### B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy**

**Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

## XI. CONDITIONS

### A. Territory

The coverage afforded by this Policy applies worldwide.

### B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

### C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against your clients or their designees (except for a **Responsible Entity**) to the extent such a waiver is required by a written contract with you executed prior to the **Claim**.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

### D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

### E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity**

is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

#### F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

#### G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.
2. This Policy may only be cancelled by us for one or more of the following reasons:
  - a. non-payment of premium; or
  - b. a material misrepresentation or concealment of facts; or
  - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to you, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month earned policy term premium and returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the earned premium to the first **Named Insured**. Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

#### H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval.

#### I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

**J. Authorization Clause**

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

**K. Severability of Policy Provisions**

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

**L. Severability of Insureds (Coverages B, C, D and E)**

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

**M. Other Insurance**

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

**N. Choice of Law**

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

**O. Jurisdiction and Venue**

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.



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

04/12/2021

<u>Date Rec'd</u>	3/30/2021
<u>Clerk's File #</u>	CPR 2021-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2021

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 03/26/2021.  
Total: \$10,857,196.60 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$6,452,218.16

**Summary (Background)**

Pages 1-36 Check numbers: 578416 - 578597 ACH payment numbers: 88525 - 88786 On file for review in City Clerks Office: 36 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 6,452,218.16		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	HUGHES, MICHELLE
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	HUGHES, MICHELLE
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

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CHECK AMOUNT	VENDOR NAME MM/DD	INVOICE	P.O. NUMBER	INDEX	DESCRIPTION
80088525	ACCESS INFORMATION HOLDINGS SERVICES 4,251.71 03/22	CP8651544	SC-2020-0877000	623024	CONTRACTUAL
80088651 46.50	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 235.00	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 23.50	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 196.50	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 54.00	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 60.00	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088651 135.00	ACRANET CBS BRANCH/DIV OF 03/25 CBS REPORTING INC	IM16358	RM-2021-0086004	624193	BACKGROUND CHECKS
80088581	ACTION MATERIALS MAINTENANCE 209.45 03/23	IT68993	RR-532461001	623964	REPAIR &
80088581	ACTION MATERIALS MAINTENANCE 18.64 03/23	IT68993	RR-532461001	623964	REPAIR &
80088581	ACTION MATERIALS MAINTENANCE 104.10 03/23	IT68915	RR-300784452	623965	REPAIR &
80088581	ACTION MATERIALS MAINTENANCE 22.70 03/23	IT68915	RR-300784452	623965	REPAIR &
00578416	ADVANCE AUTO PARTS MAI 244.14 03/22	IT2389495797	VP-163291000	623273	VEHICLE REPAIR &
00578416	ADVANCE AUTO PARTS MAI 29.35 03/22	IT2389494962	VP-163226000	623274	VEHICLE REPAIR &
00578416	ADVANCE AUTO PARTS 20.63 03/22	IT2389495596	VP-163291000	623275	MINOR EQUIPMENT
00578546	ADVANCE AUTO PARTS REPAIRS/MA 115.31 03/26	IT2389496020	VP-163379000	624433	EQUIPMENT
80088582	ADVANCED RADON TECHNOLOGIES SERVICES 7,064.83 03/23	CPRETAINAGE	SC-2019-0699000	623577	CONTRACTUAL
80088704	INC AFLAC/AMERICAN FAMILY LIFE 10,443.76 03/26	IN107570	-	622212	AFLAC
80088704	ASSURANCE CO OF COLUMBUS AFLAC/AMERICAN FAMILY LIFE 10,412.38 03/26	IN107613	-	624354	AFLAC
80088526	AIR ELECTRIC TOOLS/SERVICE INC REPAIRS/MA 65.38 03/22	IT249190	VP-163313000	623276	EQUIPMENT
80088705	AIRGAS SPECIALTY PRODUCTS INC SUPPLIE 7,149.94 03/26	IT9111066515	RR-301101033	624434	CHEMICAL/LAB
00578509	ALEKSANDR RYAKHOVSKIY CA 13.00 03/25	IT097200025656	VP-163337000	624298	SCHOOL ZONE SPEED
80088706	2307 E SOUTH CRESCENT AVE ALL SURFACE ROOFING & WATER- REPAIRS/MAI 3,840.92 03/26	CPRETAINAGE	SC-2020-0540000	624169	BUILDING
	PROOFING INC				

00578547	ALLPAK CONTAINER INC	IT53788	RR-532496001	624435	OPERATING SUPPLIES
1,198.92	03/26				
	DBA ALLPAK TROJAN EAST				
00578547	ALLPAK CONTAINER INC	IT53788	RR-532496001	624435	OPERATING SUPPLIES
106.70	03/26				
	DBA ALLPAK TROJAN EAST				
80088583	ALS LABORATORY GROUP	IT36515382630	RR-423117001	623966	TESTING SERVICES
848.00	03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2379201	RM-2016-0301584	623967	LAUNDRY/JANITORIAL
S	179.23 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2379201	RM-2016-0301584	623967	LAUNDRY/JANITORIAL
S	179.23 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381400	RM-2016-0301584	623968	LAUNDRY/JANITORIAL
S	179.23 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381400	RM-2016-0301584	623968	LAUNDRY/JANITORIAL
S	179.23 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381656	RM-2016-0301584	623969	LAUNDRY/JANITORIAL
S	0.22 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381656	RM-2016-0301584	623969	LAUNDRY/JANITORIAL
S	0.22 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381657	RM-2016-0301584	623970	LAUNDRY/JANITORIAL
S	0.22 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381657	RM-2016-0301584	623970	LAUNDRY/JANITORIAL
S	0.22 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381658	RM-2016-0301584	623971	LAUNDRY/JANITORIAL
S	0.55 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2381658	RM-2016-0301584	623971	LAUNDRY/JANITORIAL
S	0.54 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2383523	RM-2016-0301584	623972	LAUNDRY/JANITORIAL
S	181.28 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2383523	RM-2016-0301584	623972	LAUNDRY/JANITORIAL
S	181.27 03/23				

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80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2385644	RM-2016-0301584	623973	LAUNDRY/JANITORIAL
S	181.27 03/23				
80088584	ALSCO DIVISION OF ALSCO INC	IMLSPO2385644	RM-2016-0301584	623973	LAUNDRY/JANITORIAL
S	181.28 03/23				
00578506	AMY GRINWIS	IT000389490	VP-163326000	624295	CASH OVER/SHORT
400.00	03/25				
	924 E MONTGOMERY AVE				
80088656	ARAMARK UNIFORM SERVICES	IM1992099289	RM-2016-0302961	624194	LAUNDRY/JANITORIAL
S	7.41 03/25				
	AUS WEST LOCKBOX				
80088656	ARAMARK UNIFORM SERVICES	IM1992108426	RM-2016-0302961	624195	LAUNDRY/JANITORIAL
S	7.41 03/25				
	AUS WEST LOCKBOX				
80088656	ARAMARK UNIFORM SERVICES	IM1992117607	RM-2016-0302961	624196	LAUNDRY/JANITORIAL
S	7.41 03/25				
	AUS WEST LOCKBOX				
80088656	ARAMARK UNIFORM SERVICES	IM656000002454	RM-2016-0302961	624197	LAUNDRY/JANITORIAL
S	7.40 03/25				
	AUS WEST LOCKBOX				

80088708	ASSN OF WASHINGTON CITIES	IT86684	VP-163375000	624436	OTH
DUES/SUBSCRIPTNS	99,353.00	03/26			
00578501	AT&T MOBILITY	IT287282920979	VP-163293000	624199	CELL PHONE
4.48	03/25				
00578501	AT&T MOBILITY	IT287284532788	VP-163294000	624201	CELL PHONE
3.76	03/25				
80088709	AVISTA CORPORATION	IT2423400000	VP-163350000	624437	UTILITY
LIGHT/POWER	13,776.36	03/26			
80088709	AVISTA CORPORATION	IT2423400000	VP-163350000	624437	UTILITY NATURAL
GAS	4,086.97	03/26			
80088527	AVISTA UTILITIES	IT9113440000	VP-163228000	623278	UTILITY NATURAL
GAS	30.68	03/22			
80088527	AVISTA UTILITIES	IT9113440000	VP-163228000	623278	UTILITY
LIGHT/POWER	657.72	03/22			
80088527	AVISTA UTILITIES	IT9113440000	VP-163228000	623278	UTILITY NATURAL
GAS	1,730.64	03/22			
80088527	AVISTA UTILITIES	IT9113440000	VP-163228000	623278	UTILITY
LIGHT/POWER	1,973.16	03/22			
80088527	AVISTA UTILITIES	IT8162450000	VP-163229000	623279	UTILITY
LIGHT/POWER	32.86	03/22			
80088585	AVISTA UTILITIES	IT9134395917	VP-163318000	623974	UTILITY
LIGHT/POWER	7,228.57	03/23			
80088585	AVISTA UTILITIES	IT9134395917	VP-163318000	623974	UTILITY NATURAL
GAS	10.73	03/23			
80088585	AVISTA UTILITIES	IT5837440000	VP-163320000	623975	UTILITY
LIGHT/POWER	244.87	03/23			
80088585	AVISTA UTILITIES	IT5837440000	VP-163320000	623975	OPERATING
RENTALS/LE	465.41	03/23			
80088585	AVISTA UTILITIES	IT5837440000	VP-163320000	623975	UTILITY NATURAL
GAS	577.83	03/23			
80088585	AVISTA UTILITIES	IT5837440000	VP-163320000	623975	UTILITY NATURAL
GAS	16,836.50	03/23			
80088585	AVISTA UTILITIES	IT5837440000	VP-163320000	623975	UTILITY
LIGHT/POWER	16,166.39	03/23			
80088634	AVISTA UTILITIES	CP7241950000	SC-91-814020	624102	UTILITY NATURAL
GAS	6,771.68	03/24			
80088634	AVISTA UTILITIES	CP8241950000	SC-91-814020	624103	UTILITY NATURAL
GAS	12,230.41	03/24			
80088657	AVISTA UTILITIES	IT2909160000	VP-163333000	624202	UTILITY
LIGHT/POWER	571.11	03/25			
80088657	AVISTA UTILITIES	IT2909160000	VP-163333000	624202	UTILITY
LIGHT/POWER	571.11	03/25			
80088657	AVISTA UTILITIES	IT2909160000	VP-163333000	624202	UTILITY NATURAL
GAS	282.06	03/25			
80088657	AVISTA UTILITIES	IT2909160000	VP-163333000	624202	UTILITY NATURAL
GAS	282.06	03/25			
00578564	BALDWIN SIGN CO	ITB2100323ELEC	VP-163420000	624539	PERMIT REFUNDS
PAYAB	15.00	03/26			
ATTN: NICOL J WHIPPLE					
80088529	BATTERY SYSTEMS INC	IT6459002	RR-301085133	623280	VEHICLE REPAIR &
MAI	322.17	03/22			
80088710	BATTERY SYSTEMS INC	IT6471907	RR-301085134	624438	VEHICLE REPAIR &
MAI	1,025.51	03/26			
80088710	BATTERY SYSTEMS INC	IT6478192	RR-301085135	624439	VEHICLE REPAIR &
MAI	375.09	03/26			
80088711	BOBCAT OF SPOKANE	IT2598587	RR-423167001	624440	EQUIPMENT
REPAIRS/MA	4,242.21	03/26			
00578502	BOUND TREE MEDICAL LLC	IT83988130	RR-300810205	624204	SAFETY SUPPLIES
98.14	03/25				
00578548	BOUND TREE MEDICAL LLC	IT83984942	RR-300810206	624441	SAFETY SUPPLIES
649.20	03/26				
00578512	BRENDA SIMPSON	IT80000	VP-163347000	624301	REFUNDS
175.82	03/25				
13505 E BROADWAY AVE APT 113					
00578512	BRENDA SIMPSON	IT80000	VP-163347000	624301	REFUNDS
48.01	03/25				
13505 E BROADWAY AVE APT 113					
00578512	BRENDA SIMPSON	IT80000	VP-163347000	624301	REFUNDS
175.82	03/25				
13505 E BROADWAY AVE APT 113					

00578512	BRENDA SIMPSON	IT80000	VP-163347000	624301	REFUNDS
48.01	03/25				
	13505 E BROADWAY AVE APT 113				
80088544	BRIDGESTONE AMERICAS INC	IT800175562	RR-301060171	623281	VEHICLE REPAIR &
MAI	296.57 03/22				
	dba GCR TIRES & SERVICE				

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80088544	BRIDGESTONE AMERICAS INC	IT800175560	RR-301060172	623282	VEHICLE REPAIR &
MAI	5,103.80 03/22				
	dba GCR TIRES & SERVICE				
80088544	BRIDGESTONE AMERICAS INC	IT800175563	RR-301060173	623283	VEHICLE REPAIR &
MAI	1,008.06 03/22				
	dba GCR TIRES & SERVICE				
80088735	BRIDGESTONE AMERICAS INC	IT800175769	RR-301060174	624486	VEHICLE REPAIR &
MAI	296.57 03/26				
	dba GCR TIRES & SERVICE				
80088735	BRIDGESTONE AMERICAS INC	IT800175768	RR-301060175	624487	VEHICLE REPAIR &
MAI	774.49 03/26				
	dba GCR TIRES & SERVICE				
00578423	BROADWAY TRUCK STOP/DIV OF	IT5297158	VP-163329000	623976	MOTOR FUEL-OUTSIDE
V	37.37 03/23				
	ALSAKER CORP				
00578423	BROADWAY TRUCK STOP/DIV OF	IT5303341	VP-163329000	623977	MOTOR FUEL-OUTSIDE
V	119.52 03/23				
	ALSAKER CORP				
80088660	BROWN AND CALDWELL	CP14399129	SC-2018-0098000	622419	PROFESSIONAL
SERVICE	261.85 03/25				
80088660	BROWN AND CALDWELL	CP14399129	SC-2018-0098000	622419	PROFESSIONAL
SERVICE	940.47 03/25				
80088530	BUCK'S TIRE & AUTOMOTIVE	IT235544	VP-163250000	623284	EQUIPMENT
REPAIRS/MA	108.85 03/22				
80088530	BUCK'S TIRE & AUTOMOTIVE	IT235584	VP-163250000	623285	EQUIPMENT
REPAIRS/MA	108.85 03/22				
80088635	BUDINGER & ASSOCIATES INC	CPM16311A321	SC-2019-0346000	623014	CONSTRUCTION OF
FIXE	6,811.25 03/24				
80088635	BUDINGER & ASSOCIATES INC	CPM16311A320	SC-2019-0346000	623015	CONSTRUCTION OF
FIXE	8,662.07 03/24				
80088712	BUDINGER & ASSOCIATES INC	IMX20768A11	RM-2020-0839004	624442	CONSTRUCTION OF
FIXE	2,117.26 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMS1975A21	RM-2020-0839005	624443	CONSTRUCTION OF
FIXE	4,633.93 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMH207833	RM-2020-0839006	624444	CONTRACTUAL
SERVICES	14,537.65 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMH207834	RM-2020-0839007	624445	CONTRACTUAL
SERVICES	9,152.35 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMS209412	RM-2020-0839008	624446	CONSTRUCTION OF
FIXE	5,198.70 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMS209413	RM-2020-0839009	624447	CONSTRUCTION OF
FIXE	654.95 03/26				
80088712	BUDINGER & ASSOCIATES INC	IMS210341	RM-2020-0839010	624448	OTHER IMPROVEMENTS
2,453.25	03/26				
80088586	C & C YARD CARE	CP438367	SC-2020-0890000	623587	SNOW REMOVAL
SERVICE	342.49 03/23				

00578567	CARA GEORGE-PARAS HOMES	ITP2101450WMTR	VP-163357000	624542	PERMIT REFUNDS
PAYAB	167.81 03/26				
	603 N HAVANA ST				
00578549	CENTRAL MACHINERY SALES INC	ITWF00624	RR-423164001	624449	EQUIPMENT
REPAIRS/MA	26,018.33 03/26				
00578549	CENTRAL MACHINERY SALES INC	ITIF03922	VP-163381000	624450	VEHICLE REPAIR &
MAI	237.78 03/26				
80088587	CENTRALSQUARE LLC	CP302297	SC-2020-0870000	623862	SUBSCRIPTION BASED
I	15,000.00 03/23				
00578425	CENTURYLINK	IT509Z26022049	VP-163330000	623978	TELEPHONE
63.15	03/23				
00578550	CHILD SUPPORT SERVICES	IN107643	-	624384	IDAHO CHILD
SUPPORT	700.44 03/26				
	IDAHO CHILD SUPPORT RECEIPTING				
80088532	CINTAS CORPORATION NO 3	IM4077571944	RM-2016-3333050	623286	LAUNDRY/JANITORIAL
S	956.89 03/22				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4074679256	RM-2016-3333051	623979	LAUNDRY/JANITORIAL
S	1,343.26 03/23				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4075312563	RM-2016-3333051	623980	LAUNDRY/JANITORIAL
S	1,159.09 03/23				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4075978121	RM-2016-3333051	623981	LAUNDRY/JANITORIAL
S	1,206.39 03/23				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4076608139	RM-2016-3333051	623982	LAUNDRY/JANITORIAL
S	1,215.24 03/23				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4078227955	RM-2016-3333048	623983	LAUNDRY/JANITORIAL
S	449.90 03/23				
	LOC 606				
80088588	CINTAS CORPORATION NO 3	IM4077571453	RM-2016-3333049	623984	LAUNDRY/JANITORIAL
S	495.81 03/23				
	LOC 606				
80088714	CINTAS CORPORATION NO 3	IT5054728378	VP-163378000	624451	SAFETY SUPPLIES
413.53	03/26				
	LOC 606				
80088714	CINTAS CORPORATION NO 3	IM4074300585	RM-2016-3333052	624452	LAUNDRY/JANITORIAL
S	2,070.97 03/26				
	LOC 606				

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80088714	CINTAS CORPORATION NO 3	IM4073645749	RM-2016-3333052	624453	LAUNDRY/JANITORIAL
S	1,968.41 03/26				
	LOC 606				
00578551	CITY OF SPOKANE VALLEY	ITBLA20210016	VP-163409000	624521	CONSTRUCTION OF
FIXE	200.00 03/26				
80088533	CITY SERVICE VALCON LLC	IT0488739	RR-301188170	623287	MOTOR FUEL-OUTSIDE
V	1,684.95 03/22				
80088533	CITY SERVICE VALCON LLC	IT0488739	RR-301188170	623287	MOTOR FUEL-OUTSIDE
V	18,932.01 03/22				
80088533	CITY SERVICE VALCON LLC	IT0488737	RR-301188171	623288	MOTOR FUEL-OUTSIDE
V	22,731.29 03/22				

80088589 CITY SERVICE VALCON LLC V 1,905.64 03/23	IT0487049	RR-301188167	623985 MOTOR FUEL-OUTSIDE
80088589 CITY SERVICE VALCON LLC V 1,019.05 03/23	IT0487049	RR-301188167	623985 MOTOR FUEL-OUTSIDE
80088589 CITY SERVICE VALCON LLC V 169.59 03/23	IT0487049	RR-301188167	623985 MOTOR FUEL-OUTSIDE
80088716 CLARK'S CONTAINERS LLC RENTALS/LE 116.25 03/26	IT2978	RR-423172001	624460 OPERATING
80088717 COBALT TRUCK EQUIPMENT MAI 44.73 03/26	ITN97873	VP-163382000	624454 VEHICLE REPAIR &
80088662 COEUR D'ALENE SERVICE STATION REPAIRS/MAI 209.09 03/25 EQUIPMENT	IT0086187	RR-423066001	624205 BUILDING
80088662 COEUR D'ALENE SERVICE STATION MAINTENANCE 159.84 03/25 EQUIPMENT	IT0086187	RR-423066001	624205 REPAIR &
80088662 COEUR D'ALENE SERVICE STATION REPAIRS/MAI 694.79 03/25 EQUIPMENT	IT0086107	RR-423004001	624206 BUILDING
80088662 COEUR D'ALENE SERVICE STATION MAINTENANCE 429.17 03/25 EQUIPMENT	IT0086107	RR-423004001	624206 REPAIR &
80088662 COEUR D'ALENE SERVICE STATION REPAIRS/MAI 682.80 03/25 EQUIPMENT	IT0086108	RR-423023001	624208 BUILDING
80088662 COEUR D'ALENE SERVICE STATION MAINTENANCE 610.14 03/25 EQUIPMENT	IT0086108	RR-423023001	624208 REPAIR &
80088662 COEUR D'ALENE SERVICE STATION REPAIRS/MAI 71.88 03/25 EQUIPMENT	IT0086109	RR-423029001	624209 BUILDING
80088662 COEUR D'ALENE SERVICE STATION MAINTENANCE 367.67 03/25 EQUIPMENT	IT0086109	RR-423029001	624209 REPAIR &
80088662 COEUR D'ALENE SERVICE STATION REPAIRS/MAI 352.84 03/25 EQUIPMENT	IT0086106	RR-423002001	624230 BUILDING
80088590 COLUMBIA ELECTRIC SUPPLY/DIV MAINTENANCE 1,433.24 03/23 CONSOLIDATED ELECTRICAL	IT81851006875	RR-301095024	623986 REPAIR &
80088590 COLUMBIA ELECTRIC SUPPLY/DIV MAINTENANCE 16,103.86 03/23 CONSOLIDATED ELECTRICAL	IT81851006875	RR-301095024	623986 REPAIR &
80088718 COMCAST 176.05 03/26	IT849839001690	VP-163419000	624455 IT/DATA SERVICES
80088718 COMCAST 57.95 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 153.36 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 106.85 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 15.24 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 85.05 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 64.95 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 108.36 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 105.00 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 108.36 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 110.00 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 108.36 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES
80088718 COMCAST 105.00 03/26	IT849830099000	VP-163418000	624456 IT/DATA SERVICES

80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
108.36	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
64.95	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
110.00	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
146.93	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
238.30	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
181.70	03/26				

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80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
221.95	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
420.05	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
171.93	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	MOBILE BROADBAND
85.05	03/26				
80088718	COMCAST	IT849830099000	VP-163418000	624456	IT/DATA SERVICES
176.94	03/26				
80088591	COMPUNET INC	CP164517	SC-2020-0832000	623906	ADVISORY TECHNICAL
S	16,400.00 03/23				
	LB 410802				
80088591	COMPUNET INC	CP164079	SC-2020-0369000	623909	ADVISORY TECHNICAL
S	1,500.00 03/23				
	LB 410802				
80088534	CONNELL OIL INC	IT0340930IN	RR-301127123	623289	LUBRICANTS
294.36	03/22				
	DBA CO-ENERGY				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	1,258.23 03/23				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	2,307.90 03/23				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	2,732.38 03/23				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	1,588.50 03/23				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	3,557.60 03/23				
80088592	CONSOLIDATED SUPPLY CO	ITS01010536000	RR-200701003	623987	INVENTORY
PURCHASES	3,951.00 03/23				
80088720	CONTRACT DESIGN ASSOCIATES INC	IT47892	RR-300924193	624458	OFFICE FURNITURE
(NO	447.60 03/26				
80088720	CONTRACT DESIGN ASSOCIATES INC	IT47892	RR-300924193	624458	OFFICE FURNITURE
(NO	137.95 03/26				
80088720	CONTRACT DESIGN ASSOCIATES INC	IT47892	RR-300924193	624458	OFFICE FURNITURE
(NO	15.67 03/26				
80088720	CONTRACT DESIGN ASSOCIATES INC	IT47892	RR-300924193	624458	OFFICE FURNITURE
(NO	146.00 03/26				



80088720 CONTRACT DESIGN ASSOCIATES INC	IT47892	RR-300924193	624458 OFFICE FURNITURE
(NO 66.50 03/26			
80088721 CONTROL SOLUTIONS NW INC	IM23101	RM-2020-0604041	624459 BUILDING
REPAIRS/MAI 245.03 03/26			
80088535 COPIERS NORTHWEST INC	ITINV2269960	VP-163231000	623290 OPERATING
RENTALS/LE 129.08 03/22			
80088593 COPIERS NORTHWEST INC	IMINV2269972	RM-2016-0233650	623988 OPERATING
RENTALS/LE 74.58 03/23			
80088594 CORE & MAIN LP	ITN826708	RR-300813019	623989 INVENTORY
PURCHASES 143.56 03/23			
80088594 CORE & MAIN LP	ITN826708	RR-300813019	623989 INVENTORY
PURCHASES 1,613.07 03/23			
80088594 CORE & MAIN LP	ITN761551	RR-301062005	623990 INVENTORY
PURCHASES 1,416.16 03/23			
80088594 CORE & MAIN LP	ITN761551	RR-301062005	623990 INVENTORY
PURCHASES 15,912.00 03/23			
80088722 COWLES PUBLISHING COMPANY	IT2303449	VP-163425000	624522 OTH
DUES/SUBSCRIPTNS 103.48 03/26			
dba SPOKESMAN-REVIEW			
80088536 CUMMINS NORTHWEST LLC	IT0217332	VP-163232000	623291 VEHICLE REPAIR &
MAI 155.51 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217511	RR-532465001	623292 VEHICLE REPAIR &
MAI 1,046.05 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217500	RR-532465002	623293 VEHICLE REPAIR &
MAI 245.46 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217528	RR-532465003	623294 VEHICLE REPAIR &
MAI 2,341.73 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217515	RR-532465004	623295 VEHICLE REPAIR &
MAI 129.24 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217529	RR-532465005	623296 VEHICLE REPAIR &
MAI 2,174.34 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217527	RR-532465006	623297 VEHICLE REPAIR &
MAI 478.19 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217565	RR-532465007	623298 VEHICLE REPAIR &
MAI 92.14 03/22			
80088536 CUMMINS NORTHWEST LLC	IT0217751	RR-423145001	623299 EQUIPMENT
REPAIRS/MA 2,743.41 03/22			
80088666 CUMMINS NORTHWEST LLC	IT0217611	RR-532486001	624231 VEHICLE REPAIR &
MAI 186.12 03/25			
80088666 CUMMINS NORTHWEST LLC	IT0217672	RR-532486002	624232 VEHICLE REPAIR &
MAI 965.26 03/25			
80088666 CUMMINS NORTHWEST LLC	IT0217616	RR-532486003	624233 VEHICLE REPAIR &
MAI 952.88- 03/25			
80088666 CUMMINS NORTHWEST LLC	IT0217609	RR-532486004	624234 VEHICLE REPAIR &
MAI 187.27- 03/25			
00578568 C&C WIRTH ELECTRIC LLC	ITB2102867ELEC	VP-163410000	624543 PERMIT REFUNDS
PAYAB 40.00 03/26			
ATTN: CALEB WIRTH			
80088667 DALLY ENVIRONMENTAL LLC	CP2478	SC-2013-0826000	622996 OTH
DUES/SUBSCRIPTNS 2,797.66 03/25			
00578552 DANIEL H BRUNNER, TRUSTEE	IN107642	-	624383 DANIEL H
BRUNNER,TRU 350.00 03/26			
CHAPTER 13 TRUSTEE			
00578508 DELROY A HARRIS	IT097200007261	VP-163335000	624297 PHOTO RED FINES
21.39 03/25			
1215 N HELENA ST			
80088724 DELTA DENTAL OF WASHINGTON	IT1365144	VP-163524000	624633 SERVICE
REIMBURSEMEN 18,666.00 03/26			

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80088724	DELTA DENTAL OF WASHINGTON	IT1365114	VP-163524000	624634	SERVICE
REIMBURSEMENT	7,639.50 03/26				
80088724	DELTA DENTAL OF WASHINGTON	IT1365126	VP-163521000	624635	INSURANCE CLAIMS
40,680.56	03/26				
80088724	DELTA DENTAL OF WASHINGTON	IT1358686	VP-163520000	624636	INSURANCE
ADMINISTRA	13,357.50 03/26				
80088724	DELTA DENTAL OF WASHINGTON	IT1358948	VP-163520000	624637	INSURANCE
ADMINISTRA	1,251.21 03/26				
80088724	DELTA DENTAL OF WASHINGTON	IT1358639	VP-163520000	624638	INSURANCE
ADMINISTRA	1,013.55 03/26				
80088596	DEVRIES INFORMATION MANAGEMENT	CP0131290	SC-2020-0538000	623910	CONTRACTUAL
SERVICES	190.00 03/23				
80088668	DEVRIES INFORMATION MANAGEMENT	IM0131433	RM-2019-1022177	624235	MISC
SERVICES/CHARGE	7.50 03/25				
80088597	DIAMOND TECHNOLOGIES	IT49303	RR-301023010	623991	REPAIR &
MAINTENANCE	445.39 03/23				
	INNOVATIONS, INC				
80088597	DIAMOND TECHNOLOGIES	IT49303	RR-301023010	623991	REPAIR &
MAINTENANCE	18.08 03/23				
	INNOVATIONS, INC				
80088597	DIAMOND TECHNOLOGIES	IT49303	RR-301023010	623991	REPAIR &
MAINTENANCE	4,986.25 03/23				
	INNOVATIONS, INC				
80088725	DIGNITARY PROTECTION TEAM FUND	IN107621	-	624362	DIGNITARY
PROTECTION	110.00 03/26				
	% SPOKANE LAW ENFORCEMENT C U				
00578417	DIRECT AUTOMOTIVE DISTRIBUTING	IT01FD1872	VP-163295000	623300	VEHICLE REPAIR &
MAI	71.11 03/22				
	DIV OF GEM INC				
80088539	EAST SPOKANE BUSINESS	CP028	SC-2017-0640000	623033	OTHER MISC CHARGES
14,909.18	03/22				
	ASSOCIATION				
80088539	EAST SPOKANE BUSINESS	CP028	SC-2017-0640000	623033	OTHER MISC CHARGES
1,239.62	03/22				
	ASSOCIATION				
80088727	EDU MEMBERSHIP FUND	IN107622	-	624363	EDU MEMBERSHIP
FUND	17.50 03/26				
	% SPOKANE LAW ENFORCEMENT C U				
00578560	EDUARD TARUSOV	IT62756	VP-163441000	624534	REFUNDS
6.30	03/26				
	716 S REBECCA ST				
00578560	EDUARD TARUSOV	IT62756	VP-163441000	624534	REFUNDS
10.96	03/26				
	716 S REBECCA ST				
00578560	EDUARD TARUSOV	IT62756	VP-163441000	624534	REFUNDS
10.00	03/26				
	716 S REBECCA ST				
80088540	ELJAY OIL CO INC	IT0896093	RR-532456001	623311	VEHICLE REPAIR &
MAI	1,132.02 03/22				
80088599	ELJAY OIL CO INC	IT0897142	RR-301084154	623992	MOTOR FUEL-OUTSIDE
V	421.81 03/23				
80088669	ELJAY OIL CO INC	IT0897383	RR-532482001	624236	VEHICLE REPAIR &
MAI	1,404.27 03/25				
80088728	ENVIRONMENT CONTROL OF SPOKANE	IT4855445INV	RR-422462008	624466	LAUNDRY/JANITORIAL
S	500.00 03/26				
00578433	ERIC J SANCHEZ	ITCDL FEB 2021	VP-163126000	624030	PERMITS/OTHER FEES
35.00	03/23				
00578433	ERIC J SANCHEZ	ITCDL FEB 2021	VP-163126000	624030	PERMITS/OTHER FEES
40.00	03/23				
00578433	ERIC J SANCHEZ	ITCDL FEB 2021	VP-163126000	624030	PERMITS/OTHER FEES
55.00	03/23				
00578433	ERIC J SANCHEZ	ITCDL FEB 2021	VP-163126000	624030	PERMITS/OTHER FEES
85.00	03/23				

80088601	EUROFINS FRONTIER GLOBAL		IT5900005740	RR-423015001	623994 TESTING SERVICES
412.00	03/23				
	SCIENCES INC				
80088541	EVERGREEN STATE TOWING LLC		ITE13008	VP-163314000	623312 TOWING EXPENSE
130.68	03/22				
	DBA SPOKANE VALLEY TOWING				
80088729	EVERGREEN STATE TOWING LLC		IT58207	VP-163373000	624467 TOWING EXPENSE
356.10	03/26				
	DBA SPOKANE VALLEY TOWING				
80088543	FASTENAL CO		ITWASPK362832	VP-163251000	623313 VEHICLE REPAIR &
MAI	500.99 03/22				
80088603	FASTENAL CO		ITWASPK367508	RR-300789459	623997 OPERATING SUPPLIES
205.56	03/23				
80088603	FASTENAL CO		ITWASPK367509	RR-300789459	623998 REPAIR &
MAINTENANCE	168.21 03/23				
80088603	FASTENAL CO		ITWASPK367519	RR-300789459	623999 PERSONAL
PROTECTIVE	151.68 03/23				
80088603	FASTENAL CO		ITWASPK367521	RR-300789459	624000 OPERATING SUPPLIES
20.49	03/23				
80088603	FASTENAL CO		ITWASPK366136	RR-300911186	624001 REPAIR &
MAINTENANCE	45.88 03/23				
80088603	FASTENAL CO		ITWASPK366136	RR-300911186	624001 REPAIR &
MAINTENANCE	515.56 03/23				
80088603	FASTENAL CO		ITWASPK366687	RR-301090061	624002 MISC
REPAIRS/MAINTEN	2.19 03/23				
80088603	FASTENAL CO		ITWASPK366687	RR-301090061	624002 MISC
REPAIRS/MAINTEN	24.60 03/23				

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80088670	FASTENAL CO	ITWASPK367680	RR-301114598	624237	OPERATING SUPPLIES
431.76	03/25				
80088670	FASTENAL CO	ITWASPK367833	RR-301114599	624238	REPAIR &
MAINTENANCE	108.93 03/25				
80088730	FASTENAL CO	ITWASPK326147	RR-301142023	624470	OPERATING SUPPLIES
85.99-	03/26				
80088730	FASTENAL CO	ITWASPK326200	RR-301142023	624472	OPERATING SUPPLIES
88.18-	03/26				
80088730	FASTENAL CO	ITWASPK331108	RR-301142023	624473	OPERATING SUPPLIES
69.52-	03/26				
80088730	FASTENAL CO	ITWASPK336714	RR-301142023	624474	OPERATING SUPPLIES
818.18	03/26				
80088730	FASTENAL CO	ITWASPK337289	RR-301142023	624475	OPERATING SUPPLIES
628.25-	03/26				
80088730	FASTENAL CO	ITWASPK340739	RR-301142023	624476	OPERATING SUPPLIES
737.00	03/26				
80088730	FASTENAL CO	ITWASPK343045	RR-301142023	624477	OPERATING SUPPLIES
1,481.87	03/26				
80088730	FASTENAL CO	ITWASPK346676	RR-301142023	624478	OPERATING SUPPLIES
849.01	03/26				
80088730	FASTENAL CO	ITWASPK354070	RR-301142023	624479	OPERATING SUPPLIES
142.21	03/26				
80088730	FASTENAL CO	ITWASPK354590	RR-301142023	624480	OPERATING SUPPLIES
175.09	03/26				

80088730	FASTENAL CO		ITWASPK357498	RR-301142023	624481 OPERATING SUPPLIES
378.46	03/26				
80088730	FASTENAL CO		ITWASPK359804	RR-301142023	624482 OPERATING SUPPLIES
340.54	03/26				
80088730	FASTENAL CO		ITWASPK362203	RR-301142023	624483 OPERATING SUPPLIES
390.10	03/26				
80088730	FASTENAL CO		ITWASPK363331	RR-301142023	624484 OPERATING SUPPLIES
279.59	03/26				
80088730	FASTENAL CO		ITWASPK363922	RR-301142023	624485 OPERATING SUPPLIES
317.65	03/26				
80088731	FELTON FIRE SERVICE LLC		CP210223221	SC-2020-0298000	624182 EQUIPMENT
REPAIRS/MA	827.05	03/26			
80088604	FERGUSON ENTERPRISES INC		IT0963791	RR-532376001	624003 INVENTORY
PURCHASES	868.98	03/23			
80088604	FERGUSON ENTERPRISES INC		IT0963791	RR-532376001	624003 INVENTORY
PURCHASES	77.34	03/23			
80088733	FIRE CONTROL SPRINKLER SYSTEMS		CPRETAINAGE	SC-2020-0792000	624170
REPAIRS/MAINTENANCE	1,808.15	03/26			
COMPANY INC					
80088672	FIRE PROTECTION SPECIALISTS		IT66096	RR-423003001	624241 BUILDING
REPAIRS/MAI	231.41	03/25			
LLC					
80088672	FIRE PROTECTION SPECIALISTS		IT66096	RR-423003001	624241 REPAIR &
MAINTENANCE	130.68	03/25			
LLC					
80088734	FLEET PAINTING INC		IM21053	RM-2018-0791016	624469 EQUIPMENT
REPAIRS/MA	3,654.68	03/26			
00578515	FLT CRESCENT LLC		IT705565	VP-163345000	624304 SPECIAL ASSESSMENT
P	2,703.34	03/25			
	2082 MICHELSON DR 4TH FLR				
80088637	FOUST FABRICATION CO		CP210310CS	SC-2020-0866000	624105 EQUIPMENT
REPAIRS/MA	34,260.15	03/24			
	DBA FOUST FAB & ERECTORS				
00578572	FRUCI FAMILY LLC		IT704168	VP-163364000	624548 SPECIAL ASSESSMENT
P	611.69	03/26			
	23 E HIGH DR				
00578427	GEORGE HAKALA		ITBOOTS MAR 20	VP-163334000	624028 MINOR SAFETY
EQUIPME	180.00	03/23			
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015069880	RR-532457001	623854 VEHICLE REPAIR &
MAI	102.71	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015073590	RR-532457002	623855 VEHICLE REPAIR &
MAI	367.91-	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015057980	RR-532457003	623856 VEHICLE REPAIR &
MAI	108.20	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015075440	RR-532457004	623857 VEHICLE REPAIR &
MAI	261.61	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015074840	RR-532457005	623858 VEHICLE REPAIR &
MAI	21.77	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015075450	RR-532457006	623859 VEHICLE REPAIR &
MAI	38.33	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015072260	RR-532457007	623860 VEHICLE REPAIR &
MAI	347.87	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015072120	RR-532457008	623861 VEHICLE REPAIR &
MAI	105.22	03/22			
	PACIFIC TRUCK CENTERS				
80088546	GORDON TRUCK CENTERS INC DBA		ITPC0015076480	RR-532457009	623863 VEHICLE REPAIR &
MAI	17.62	03/22			
	PACIFIC TRUCK CENTERS				

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80088546 MAI	GORDON TRUCK CENTERS INC DBA 680.63- 03/22 PACIFIC TRUCK CENTERS	ITPC0015060670	RR-532468001	623864	VEHICLE REPAIR &
80088546 MAI	GORDON TRUCK CENTERS INC DBA 1,107.12 03/22 PACIFIC TRUCK CENTERS	ITPC0015065390	RR-532468002	623865	VEHICLE REPAIR &
80088546 MAI	GORDON TRUCK CENTERS INC DBA 74.99 03/22 PACIFIC TRUCK CENTERS	ITPC0015077300	RR-532468003	623866	VEHICLE REPAIR &
80088546 MAI	GORDON TRUCK CENTERS INC DBA 939.98 03/22 PACIFIC TRUCK CENTERS	ITPC0015079040	RR-532468004	623867	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 416.54- 03/25 PACIFIC TRUCK CENTERS	ITPC0014935270	RR-532477001	624243	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 26.84- 03/25 PACIFIC TRUCK CENTERS	ITPC0015004630	RR-532477002	624244	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 156.71 03/25 PACIFIC TRUCK CENTERS	ITPC0015080810	RR-532477003	624245	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 85.68 03/25 PACIFIC TRUCK CENTERS	ITPC0015081100	RR-532477004	624246	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 206.86 03/25 PACIFIC TRUCK CENTERS	ITPC0015082650	RR-532477005	624247	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 29.21 03/25 PACIFIC TRUCK CENTERS	ITPC0015083160	RR-532477006	624248	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 308.08 03/25 PACIFIC TRUCK CENTERS	ITPC0015082340	RR-532487001	624249	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 108.20 03/25 PACIFIC TRUCK CENTERS	ITPC0015064770	RR-532487002	624250	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 251.43 03/25 PACIFIC TRUCK CENTERS	ITPC0015083220	RR-532487003	624251	VEHICLE REPAIR &
80088673 MAI	GORDON TRUCK CENTERS INC DBA 121.12 03/25 PACIFIC TRUCK CENTERS	ITPC0015082710	RR-532487004	624252	VEHICLE REPAIR &
80088605 S	GORLEY LOGISTICS LLC 50.69 03/23 dba FIKES NORTHWEST	IM464830	RM-2020-0581077	624004	LAUNDRY/JANITORIAL
80088605 7.24	GORLEY LOGISTICS LLC 03/23 dba FIKES NORTHWEST	IM464703	RM-2020-0581076	624005	OPERATING SUPPLIES
80088605 SERVICES	GORLEY LOGISTICS LLC 43.45 03/23 dba FIKES NORTHWEST	IM464747	RM-2020-0581074	624006	CONTRACTUAL
80088671 152.08	GORLEY LOGISTICS LLC 03/25 dba FIKES NORTHWEST	IM462855	RM-2020-0581079	624239	OPERATING SUPPLIES
80088671 152.08	GORLEY LOGISTICS LLC 03/25 dba FIKES NORTHWEST	IM464702	RM-2020-0581078	624240	OPERATING SUPPLIES

80088732	GORLEY LOGISTICS LLC	IM464269	RM-2020-0581080	624468	OPERATING SUPPLIES
7.24	03/26				
	dba FIKES NORTHWEST				
80088607	GRADOVILLE ACTIVE TRAINING LLC	CP213	SC-2019-0776000	623232	CONTRACTUAL
SERVICES	3,750.00 03/23				
80088736	GRAINGER INC	IT9830851201	VP-163385000	624488	VEHICLE REPAIR &
MAI	6.57 03/26				
80088736	GRAINGER INC	IT98303851201	VP-163385000	624489	VEHICLE REPAIR &
MAI	146.06 03/26				
00578428	GROUP W MARKETING INC	IT2105	VP-163331000	624011	ADVERTISING
500.00	03/23				
	KIDS NEWSPAPER				
80088538	GWP HOLDINGS LLC	IT027P125763	RR-532466001	623301	VEHICLE REPAIR &
MAI	1,284.85 03/22				
	DBA DOBBS PETERBILT				
80088538	GWP HOLDINGS LLC	IT027P125975	RR-532466002	623302	VEHICLE REPAIR &
MAI	196.13 03/22				
	DBA DOBBS PETERBILT				
80088538	GWP HOLDINGS LLC	IT027P124160	RR-532466003	623303	VEHICLE REPAIR &
MAI	2,360.92 03/22				
	DBA DOBBS PETERBILT				
80088538	GWP HOLDINGS LLC	IT027P126137	RR-532466004	623304	VEHICLE REPAIR &
MAI	880.52 03/22				
	DBA DOBBS PETERBILT				

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80088538	GWP HOLDINGS LLC	IT027P126057	RR-300771354	623305	VEHICLE REPAIR &
MAI	2,847.81 03/22				
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80088538	GWP HOLDINGS LLC	IT027P124264	RR-300771355	623306	VEHICLE REPAIR &
MAI	45.01 03/22				
	DBA DOBBS PETERBILT				
80088538	GWP HOLDINGS LLC	IT027P125009	RR-300771356	623307	VEHICLE REPAIR &
MAI	9.58 03/22				
	DBA DOBBS PETERBILT				
80088538	GWP HOLDINGS LLC	IT027P125576	VP-163233000	623308	VEHICLE REPAIR &
MAI	123.59 03/22				
	DBA DOBBS PETERBILT				
80088726	GWP HOLDINGS LLC	IT027P126222	VP-163383000	624465	VEHICLE REPAIR &
MAI	105.07 03/26				
	DBA DOBBS PETERBILT				
00578507	HARDWOODS SPECIALTY PRO LEASE	IT097200001470	VP-163336000	624296	PHOTO RED FINES
57.50	03/25				
	PLAN USA LT				
80088738	HASKINS STEEL CO INC	IT590791	RR-300976239	624490	REPAIR &
MAINTENANCE	2,017.47 03/26				
00578418	HI-LINE ELECTRIC CO	IT10841145	RR-532469001	623871	VEHICLE REPAIR &
MAI	525.55 03/22				
00578418	HI-LINE ELECTRIC CO	IT10842867	RR-532469002	623873	VEHICLE REPAIR &
MAI	477.17 03/22				
00578553	HI-LINE ELECTRIC CO	IT10839363	VP-163386000	624492	VEHICLE REPAIR &
MAI	692.20 03/26				
80088550	HOME DEPOT USA INC	IT602221210	RR-532458001	623874	OPERATING SUPPLIES
326.12	03/22				
	THE HOME DEPOT PRO-SUPPLYWORKS				

80088550	HOME DEPOT USA INC	IT602221228	RR-532458002	623875	OPERATING SUPPLIES
240.52	03/22				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088550	HOME DEPOT USA INC	IT601941065	RR-532458003	623876	OPERATING SUPPLIES
10.86	03/22				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088550	HOME DEPOT USA INC	IT601941057	RR-532458004	623877	OPERATING SUPPLIES
102.77	03/22				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088742	HOME DEPOT USA INC	IT598786945	VP-163404000	624493	OPERATING SUPPLIES
34.63	03/26				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088742	HOME DEPOT USA INC	IT586078271	VP-163403000	624494	OPERATING SUPPLIES
1,201.33	03/26				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088742	HOME DEPOT USA INC	IT588072637	VP-163403000	624495	OPERATING SUPPLIES
362.20-	03/26				
	THE HOME DEPOT PRO-SUPPLYWORKS				
80088740	HRA VEBA TRUST	ITYA064 MAR 20	VP-163519000	624639	INSURANCE PREMIUMS
2,768.00	03/26				
	HRA VEBA TRUST CONTRIBUTIONS				
00578554	HUMAN RESOURCES	IN107623	-	624364	HUMAN RESOURCES
1,021.50	03/26				
	RE: PARKING FEES				
80088741	HYDRAULICS PLUS INC	CP24004	SC-2016-0913000	622126	EQUIPMENT
	REPAIRS/MA 1,552.35 03/26				
80088741	HYDRAULICS PLUS INC	CP24005	SC-2016-0913000	622127	EQUIPMENT
	REPAIRS/MA 1,552.35 03/26				
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	COMPENSATIO 600.00 03/26				
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	COMPENSATIO 100.00 03/26				
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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
	COMPENSATIO 200.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
	COMPENSATIO 100.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
	COMPENSATIO 200.00 03/26				
	% FIRST NATIONAL BANK OF MD				

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00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
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COMPENSATIO 160.00 03/26			
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COMPENSATIO 727.52 03/26			
% FIRST NATIONAL BANK OF MD			

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COMPENSATIO 120.00 03/26					
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COMPENSATIO 835.00 03/26					
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COMPENSATIO 1,010.19 03/26					
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COMPENSATIO 78.92 03/26					
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COMPENSATIO 42,660.83 03/26					
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COMPENSATIO 186.37 03/26					
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COMPENSATIO 19,460.33 03/26					
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COMPENSATIO 551.00 03/26					
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COMPENSATIO	23.36 03/26				
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COMPENSATIO	126.57 03/26				
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COMPENSATIO	463.01 03/26				
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COMPENSATIO 420.00 03/26			
% FIRST NATIONAL BANK OF MD			

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COMPENSATIO	1,194.17 03/26				
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COMPENSATIO	1,128.93 03/26				
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COMPENSATIO	100.00 03/26				
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COMPENSATIO	180.00 03/26				
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COMPENSATIO	360.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	490.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	240.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	355.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	120.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	120.00 03/26				

% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	240.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	150.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	260.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	88.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	390.00 03/26				
% FIRST NATIONAL BANK OF MD					

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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	235.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	50.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	150.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	323.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	6.60 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	50.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
% FIRST NATIONAL BANK OF MD					

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 83.40 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 195.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 120.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 90.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 150.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 340.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 390.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 280.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			

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AMOUNT	MM/DD				
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00578555 ICMA RETIREMENT TRUST 457		VV107640	-	624381	DEFERRED
COMPENSATIO 211.00 03/26					
% FIRST NATIONAL BANK OF MD					
00578555 ICMA RETIREMENT TRUST 457		VV107640	-	624381	DEFERRED
COMPENSATIO 60.00 03/26					
% FIRST NATIONAL BANK OF MD					

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 271.88 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 185.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 1.28 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 251.59 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 251.24 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 256.53 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 160.58 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 62.56 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 181.64 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 1,356.02 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 10.94 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 513.24 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 10.29 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 93.75 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 382.26 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 314.74 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 329.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 386.13 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 191.13 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 7,021.70 03/26			
% FIRST NATIONAL BANK OF MD			

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 100.00 03/26			
% FIRST NATIONAL BANK OF MD			

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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	6.02 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	71.46 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	457.26 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	206.25 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	442.26 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	431.13 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	241.13 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	825.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1,165.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	510.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	780.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1,070.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	500.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	450.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	420.00 03/26				
	% FIRST NATIONAL BANK OF MD				



00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 420.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 60.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 855.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 240.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 535.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 855.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 135.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 840.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 555.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 315.00 03/26			
% FIRST NATIONAL BANK OF MD			

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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	580.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	670.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	570.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	805.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1,830.00 03/26				
% FIRST NATIONAL BANK OF MD					

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 335.50 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 772.50 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 257.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 465.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 335.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 120.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 240.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 855.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 880.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 2,105.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 600.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 540.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 1,260.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 2,550.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 9.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 3.00 03/26			
% FIRST NATIONAL BANK OF MD			

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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	87.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	400.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	205.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	500.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1,179.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	60.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	120.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	225.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	480.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	1,045.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	385.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	475.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	167.50 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	135.00 03/26				
	% FIRST NATIONAL BANK OF MD				
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	135.00 03/26				

% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	3.75 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	24.75 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	751.00 03/26				
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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	294.01 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	187.50 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	150.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	373.74 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	3.75 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	120.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	150.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	180.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	484.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	100.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	305.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	495.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	495.29 03/26				
% FIRST NATIONAL BANK OF MD					

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 210.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 410.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 180.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 360.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 75.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 150.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 225.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 35.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 225.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 195.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 7.48 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 245.00 03/26			
% FIRST NATIONAL BANK OF MD			
00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 DEFERRED
COMPENSATIO 180.00 03/26			
% FIRST NATIONAL BANK OF MD			

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00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	75.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	180.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	DEFERRED
COMPENSATIO	260.00 03/26				
% FIRST NATIONAL BANK OF MD					
00578555	ICMA RETIREMENT TRUST 457	VV107640	-	624381	ICMA RETIREMENT
TRUS	263,499.68 03/26				
% FIRST NATIONAL BANK OF MD					

00578555 ICMA RETIREMENT TRUST 457	VV107640	-	624381 ICMA ROTH IRA
16,411.74 03/26			
% FIRST NATIONAL BANK OF MD			
00578556 ICMA RETIREMENT TRUST 457 LOAN	IN107629	-	624370 ICMA RETR 457D
LOAN 55,605.47 03/26			
PAYMENT			
80088608 INDUSTRIAL COMMERCIAL SERVICE	CPRETAINAGE	SC-2020-0770000	623578
REPAIRS/MAINTENANCE 247.48 03/23			
80088608 INDUSTRIAL COMMERCIAL SERVICE	CPRETAINAGE	SC-2020-0770000	623578
REPAIRS/MAINTENANCE 740.52 03/23			
00578419 INDUSTRIAL WELDING CO INC	IT29454	RR-423146001	623878 EQUIPMENT
REPAIRS/MA 2,983.23 03/22			
00578419 INDUSTRIAL WELDING CO INC	IT29456	RR-423146002	623879 EQUIPMENT
REPAIRS/MA 1,979.26 03/22			
00578565 INFINITE ELECTRIC CORP	ITB2101455ELEC	VP-163359000	624540 PERMIT REFUNDS
PAYAB 40.00 03/26			
1204 S PINES RD			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 432.00 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 25.00 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 623.39 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 482.26 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 276.42 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 39,819.43 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 382.26 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 573.39 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 303.98 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 382.26 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 120.31 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 ING LIFE
INSURANCE&A 74,262.34 03/26			
OR CITY OF SPOKANE TREASURER			
00578557 ING LIFE INSURANCE & ANNUITY	VV107639	-	624380 DEFERRED
COMPENSATIO 24.84 03/26			
OR CITY OF SPOKANE TREASURER			
80088675 INLAND ELEVATOR LLC	IT210057	RR-422977001	624255 BUILDING
REPAIRS/MAI 2,178.00 03/25			
80088675 INLAND ELEVATOR LLC	IT210056	RR-422978001	624256 BUILDING
REPAIRS/MAI 482.69 03/25			
80088675 INLAND ELEVATOR LLC	IT210076	RR-422979001	624257 BUILDING
REPAIRS/MAI 119.79 03/25			
80088609 INLAND ENVIRONMENTAL RESOURCES	IT20211335	RR-300781323	624007 CHEMICAL/LAB
SUPPLIE 600.66 03/23			
INC			
80088609 INLAND ENVIRONMENTAL RESOURCES	IT20211335	RR-300781323	624007 CHEMICAL/LAB
SUPPLIE 6,749.01 03/23			
INC			
80088609 INLAND ENVIRONMENTAL RESOURCES	IT20211340	RR-300781323	624008 CHEMICAL/LAB
SUPPLIE 7,125.66 03/23			

INC

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80088609	INLAND ENVIRONMENTAL RESOURCES SUPPLIE 634.18 03/23	IT20211340	RR-300781323	624008	CHEMICAL/LAB
80088609	INC INLAND ENVIRONMENTAL RESOURCES SUPPLIE 6,138.00 03/23	IT20211349	RR-300781324	624009	CHEMICAL/LAB
80088609	INC INLAND ENVIRONMENTAL RESOURCES SUPPLIE 546.28 03/23	IT20211349	RR-300781324	624009	CHEMICAL/LAB
80088549	INC INLAND PACIFIC HOSE & FITTINGS MAI 154.31 03/22	ITI062012	VP-163241000	623881	VEHICLE REPAIR &
80088610	INC INTELLECTYX INC SOFTWARE 20,783.33 03/23	CPSPK2190221	SC-2019-0424000	623911	CAPITALIZED
80088743	INTERMOUNTAIN CLEANING S 820.00 03/26	CP00101057	SC-2020-0879000	624171	LAUNDRY/JANITORIAL
80088743	SERVICE INC INTERMOUNTAIN CLEANING S 820.00 03/26	CP00101057	SC-2020-0879000	624171	LAUNDRY/JANITORIAL
80088743	SERVICE INC INTERMOUNTAIN CLEANING S 820.00 03/26	CP00101145	SC-2020-0879000	624172	LAUNDRY/JANITORIAL
80088743	SERVICE INC INTERMOUNTAIN CLEANING S 820.00 03/26	CP00101145	SC-2020-0879000	624172	LAUNDRY/JANITORIAL
80088640	SERVICE INC JACOBS ENGINEERING GROUP INC FIXE 3,719.95 03/24	CPW3Y0040002	SC-2020-0865000	623016	CONSTRUCTION OF
80088713	JACOBS/CH2M HILL SERVICES 3,731.31 03/26	CPD3366200	SC-2017-0140001	622128	CONTRACTUAL
80088713	JACOBS/CH2M HILL SERVICES 1,304.77 03/26	CPD3366200	SC-2017-0140001	622128	CONTRACTUAL
80088713	JACOBS/CH2M HILL SERVICES 3,026.92 03/26	CPD3366200	SC-2017-0140001	622128	CONTRACTUAL
80088703	JAMES C BRUNER 195.58 03/25	ITCONTAINERS F	VP-163292000	624305	MINOR EQUIPMENT
00578570	JENNIFER LENZ 13.55 03/26	IT3893064	VP-163380000	624545	WTE DISPOSAL
00578569	4123 E 24TH AVE JEREMY ALBERTS 37.25 03/26	IT3892787	VP-163384000	624544	WTE DISPOSAL
00578558	9516 E DAY ROAD JIT TRUCK PARTS LLC MAI 236.08 03/26	IT4325233	VP-163374000	624496	VEHICLE REPAIR &
80088641	JOHNSON CONTROLS FIRE REPAIRS/MA 1,187.90 03/24	CP22153656	SC-2017-0297000	624167	EQUIPMENT
80088641	PROTECTION LP JOHNSON CONTROLS FIRE REPAIRS/MA 12,724.36 03/24	CP22153656	SC-2017-0297000	624167	EQUIPMENT
00578590	PROTECTION LP JUNE WALLACE 1,044.85 03/26	IN107645	-	624388	JUNE WALLACE

80088611 K & L GATES LLP	CP3881726	SC-2019-0777000	623913 CONTRACTUAL
SERVICES 3,238.55 03/23			
80088611 K & L GATES LLP	CP3881726	SC-2019-0777000	623913 CONTRACTUAL
SERVICES 4,468.45 03/23			
80088745 KAISER FOUNDATION HEALTH PLAN	ITINVSF0008001	VP-163517000	624641 INSURANCE CLAIMS
169,871.65 03/26			
OF WASHINGTON			
80088745 KAISER FOUNDATION HEALTH PLAN	ITINVSF0008001	VP-163517000	624641 INSURANCE CLAIMS
33,254.56 03/26			
OF WASHINGTON			
80088612 KEMIRA WATER SOLUTIONS INC	IT9017705916	RR-300970081	624010 CHEMICAL/LAB
SUPPLIE 3,112.11 03/23			
80088612 KEMIRA WATER SOLUTIONS INC	IT9017705916	RR-300970081	624010 CHEMICAL/LAB
SUPPLIE 34,967.52 03/23			
00578514 KENNETH BROOKS TRUST A	IT1099	VP-163352000	624303 SPECIAL ASSESSMENT
P 255.97 03/25			
C/O SELKIRK REAL ESTATE			
80088551 KENWORTH SALES COMPANY	ITSPOIN4474355	RR-532467001	623882 VEHICLE REPAIR &
MAI 501.20 03/22			
80088551 KENWORTH SALES COMPANY	ITSPOIN4475173	RR-532467002	623883 VEHICLE REPAIR &
MAI 4.78 03/22			
80088551 KENWORTH SALES COMPANY	ITSPOCM1592134	RR-532467003	623884 VEHICLE REPAIR &
MAI 152.46- 03/22			
80088551 KENWORTH SALES COMPANY	ITSPOCM1588510	RR-532470001	623885 VEHICLE REPAIR &
MAI 76.23- 03/22			
80088551 KENWORTH SALES COMPANY	ITSPOIN4469320	RR-532470002	623886 VEHICLE REPAIR &
MAI 323.86 03/22			
80088551 KENWORTH SALES COMPANY	ITSPOIN4472425	RR-532470003	623887 VEHICLE REPAIR &
MAI 2,938.67 03/22			
80088678 KENWORTH SALES COMPANY	ITSPORO4458052	RR-423168001	624258 EQUIPMENT
REPAIRS/MA 674.75 03/25			
80088746 KENWORTH SALES COMPANY	ITSPOIN4476655	VP-163387000	624497 VEHICLE REPAIR &
MAI 316.28 03/26			
80088552 KEPRO ACQUISITIONS, INC	CPSOINV0019176	SC-2017-0863000	623018 PROFESSIONAL
SERVICE 4,500.00 03/22			
80088786 KEVIN PICANCO	ITACSCE JAN 20	VP-163398000	624546 OTH
DUES/SUBSCRIPTNS 270.00	03/26		

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80088613	KOFF & ASSOCIATES	CP6804	SC-2020-0591000	623915	CONTRACTUAL
SERVICES 1,162.50 03/23					
80088614	LEE & HAYES PC	CP291364	SC-2020-0755000	623916	LEGAL SERVICES
572.00 03/23					
00578566	LEEANN KAY DUNCAN	ITB2003880BLDR	VP-163358000	624541	PERMIT REFUNDS
PAYAB 203.00 03/26					
3611 E LIBERTY AVE					
80088615	LOOMIS ARMORED US INC	IM12772511	RM-2017-0197226	624012	CONTRACTUAL
SERVICES 784.00 03/23					
80088679	LOOMIS ARMORED US INC	IM12740975	RM-2017-0197227	624259	CONTRACTUAL
SERVICES 707.74 03/25					
80088679	LOOMIS ARMORED US INC	IM12740975	RM-2017-0197227	624259	CONTRACTUAL
SERVICES 843.08 03/25					
80088747	LOOMIS ARMORED US INC	IM12756678	RM-2017-0197230	624498	CONTRACTUAL
SERVICES 869.22 03/26					



80088747	LOOMIS ARMORED US INC	IM12756678	RM-2017-0197230	624498	CONTRACTUAL
SERVICES	768.95 03/26				
80088748	LTS & CPTS LEGAL DEFENSE FUND	IN107633	-	624374	LEGAL DEFENSE
LTS&CA	44.00 03/26				
80088616	L&T TRUCK DRIVER TRAINING INC	IMINV66	RM-2020-0915002	624013	
REGISTRATION/SCHOOLI	3,050.00 03/23				
80088749	M & P ASSOCIATION	IN107628	-	624369	M&P ASSOCIATION
2,770.96	03/26				
80088761	MATT HOUSTON	IM23986	RM-2019-0262026	624515	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
80088761	MATT HOUSTON	IM23981	RM-2019-0262025	624516	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
80088761	MATT HOUSTON	IM23982	RM-2019-0262024	624517	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
80088761	MATT HOUSTON	IM23985	RM-2019-0262023	624518	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
80088761	MATT HOUSTON	IM23984	RM-2019-0262022	624519	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
80088761	MATT HOUSTON	IM23983	RM-2019-0262021	624520	BUILDING
REPAIRS/MAI	550.00 03/26				
dba SKUNKWORKS					
00578424	MATTHAEUS CAVANAH	ITCDL MAR 2021	VP-163283000	624026	PERMITS/OTHER FEES
187.00	03/23				
80088547	MCCOLLUM FORD SALES INC	IT553386	VP-163298000	623869	VEHICLE REPAIR &
MAI	156.37 03/22				
GUS JOHNSON FORD					
80088547	MCCOLLUM FORD SALES INC	IT553193	VP-163236000	623870	VEHICLE REPAIR &
MAI	57.34 03/22				
GUS JOHNSON FORD					
80088750	MCCOY POWER CONSULTANTS INC	CPMPCCSSW0221	SC-2020-0416000	622129	PROFESSIONAL
SERVICE	7,400.00 03/26				
80088556	MCLOUGHLIN & EARDLEY GROUP	IT0254641	VP-163299000	623888	VEHICLE REPAIR &
MAI	233.33 03/22				
dba SIRENNET.COM					
00578504	MERCER TRUCKING COMPANY INC	IT329006360	VP-163328000	624293	OTHR BUS
REGISTRATIO	330.00 03/25				
ATTN: SONIA HANNING					
00578429	MICHAEL KREITZ	ITCDL FEB 2021	VP-163127000	624029	PERMITS/OTHER FEES
40.00	03/23				
00578429	MICHAEL KREITZ	ITCDL FEB 2021	VP-163127000	624029	PERMITS/OTHER FEES
35.00	03/23				
00578429	MICHAEL KREITZ	ITCDL FEB 2021	VP-163127000	624029	PERMITS/OTHER FEES
13.00	03/23				
00578563	MICHELE A LAGE	IT2262	VP-163447000	624538	REFUNDS
370.19	03/26				
919 W CRESTLINE AVE					
00578563	MICHELE A LAGE	IT2262	VP-163447000	624538	REFUNDS
8.36	03/26				
919 W CRESTLINE AVE					
80088600	MONTROSE ENVIRONMENTAL GROUP	ITCINV017987	VP-163321000	623993	TESTING SERVICES
5,400.00	03/23				
DBA ENTHALPY ANALYTICAL, LLC					
80088751	MOSS-ADAMS LLP	IT102146950	RC-2021-0216001	624501	CONTRACTUAL
SERVICES	7,350.00 03/26				
80088751	MOSS-ADAMS LLP	IT102146956	RC-2021-0214001	624502	CONTRACTUAL
SERVICES	7,350.00 03/26				
80088558	MOTION AUTO SUPPLY	IT2830378	RR-532471001	623889	VEHICLE REPAIR &
MAI	56.16 03/22				
PARTS WHOLESALERS INC					
80088558	MOTION AUTO SUPPLY	IT2830366	RR-532471002	623890	VEHICLE REPAIR &
MAI	173.41 03/22				
PARTS WHOLESALERS INC					
80088558	MOTION AUTO SUPPLY	IT2830171	RR-532471003	623891	VEHICLE REPAIR &
MAI	258.88 03/22				
PARTS WHOLESALERS INC					

80088558 MOTION AUTO SUPPLY  
 MAI 72.18 03/22  
 PARTS WHOLESALERS INC

IT2830449

RR-532471004

623892 VEHICLE REPAIR &

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80088558 MAI	MOTION AUTO SUPPLY 132.80 03/22 PARTS WHOLESALERS INC	IT2830428	RR-532471005	623893	VEHICLE REPAIR &
80088558 MAI	MOTION AUTO SUPPLY 29.01 03/22 PARTS WHOLESALERS INC	IT2829881	RR-532459001	623894	VEHICLE REPAIR &
80088558 MAI	MOTION AUTO SUPPLY 60.89 03/22 PARTS WHOLESALERS INC	IT2829655	RR-532459002	623895	VEHICLE REPAIR &
80088558 MAI	MOTION AUTO SUPPLY 169.31 03/22 PARTS WHOLESALERS INC	IT2829702	RR-532459003	623896	VEHICLE REPAIR &
80088558 MAI	MOTION AUTO SUPPLY 300.34 03/22 PARTS WHOLESALERS INC	IT2829782	RR-532459004	623897	VEHICLE REPAIR &
80088752 MAI	MOTION AUTO SUPPLY 257.62 03/26 PARTS WHOLESALERS INC	IT2831190	VP-163389000	624505	VEHICLE REPAIR &
80088752 MAI	MOTION AUTO SUPPLY 223.51 03/26 PARTS WHOLESALERS INC	IT2830846	VP-163389000	624504	VEHICLE REPAIR &
80088753 MAI	MOTION INDUSTRIES INC 89.61 03/26	ITWA03425991	VP-163390000	624503	VEHICLE REPAIR &
00578432 1,089.00	MULTICARE HEALTH SYSTEMS 03/23 DBA MULTICARE CENTERS OF	IT144656	VP-163332000	624014	MEDICAL SERVICES
00578573 1,153.25	MULTICARE HEALTH SYSTEMS 03/26 DBA MULTICARE CENTERS OF	IM144987	RM-2018-0752080	624506	MEDICAL SERVICES
80088642 SUPPLIE	NALCO CO 2,800.18 03/24	CP6670034102	SC-2017-0256001	624106	CHEMICAL/LAB
80088559 MAI	NAPA AUTO PARTS 292.55 03/22 GENUINE PARTS CO	IT588449	RR-532472001	623898	VEHICLE REPAIR &
80088559 MAI	NAPA AUTO PARTS 206.98 03/22 GENUINE PARTS CO	IT587628	RR-532472002	623899	VEHICLE REPAIR &
80088559 MAI	NAPA AUTO PARTS 21.93 03/22 GENUINE PARTS CO	IT587690	RR-532472003	623900	VEHICLE REPAIR &
80088559 MAI	NAPA AUTO PARTS 12.71 03/22 GENUINE PARTS CO	IT587771	RR-532472004	623901	VEHICLE REPAIR &
80088559 MAI	NAPA AUTO PARTS 6.04- 03/22 GENUINE PARTS CO	IT585217	RR-532460001	623902	VEHICLE REPAIR &
80088559 MAI	NAPA AUTO PARTS 191.23 03/22 GENUINE PARTS CO	IT585816	RR-532460002	623903	VEHICLE REPAIR &

80088559	NAPA AUTO PARTS		IT588685	RR-532460003	623904 VEHICLE REPAIR &
MAI	9.47	03/22			
	GENUINE PARTS CO				
80088559	NAPA AUTO PARTS		IT588666	RR-532460004	623907 VEHICLE REPAIR &
MAI	12.74	03/22			
	GENUINE PARTS CO				
80088559	NAPA AUTO PARTS		IT588672	RR-532460005	623908 MINOR EQUIPMENT
85.49	03/22				
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT589156	RR-532489001	624260 VEHICLE REPAIR &
MAI	100.24	03/25			
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT588921	RR-532489002	624261 MINOR EQUIPMENT
543.41	03/25				
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT588213	RR-532489003	624262 MINOR EQUIPMENT
185.26	03/25				
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT588221	RR-532489004	624263 MINOR EQUIPMENT
233.88	03/25				
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT588651	RR-532489005	624264 VEHICLE REPAIR &
MAI	122.02	03/25			
	GENUINE PARTS CO				
80088681	NAPA AUTO PARTS		IT587905	RR-532489006	624265 VEHICLE REPAIR &
MAI	29.95-	03/25			
	GENUINE PARTS CO				
00578520	NATIONSERVE		IM18764018	RM-2018-0360104	624266 BUILDING
REPAIRS/MAI	250.47	03/25			
	OVERHEAD DOOR CORPORATION				

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00578520	NATIONSERVE	IM18771878	RM-2018-0360101	624267	BUILDING
REPAIRS/MAI	283.14	03/25			
	OVERHEAD DOOR CORPORATION				
00578520	NATIONSERVE	IM18771878	RM-2018-0360101	624267	REPAIR &
MAINTENANCE	152.46	03/25			
	OVERHEAD DOOR CORPORATION				
00578520	NATIONSERVE	IM18711113	RM-2018-0360106	624268	BUILDING
REPAIRS/MAI	903.87	03/25			
	OVERHEAD DOOR CORPORATION				
00578520	NATIONSERVE	IM18711113	RM-2018-0360106	624268	REPAIR &
MAINTENANCE	776.46	03/25			
	OVERHEAD DOOR CORPORATION				
00578520	NATIONSERVE	IM18796503	RM-2018-0360105	624269	BUILDING
REPAIRS/MAI	539.06	03/25			
	OVERHEAD DOOR CORPORATION				
00578520	NATIONSERVE	IM18796503	RM-2018-0360105	624269	REPAIR &
MAINTENANCE	1,483.21	03/25			
	OVERHEAD DOOR CORPORATION				
80088560	NBS GOVERNMENT FINANCE GROUP	CP1120000570	SC-2011-0330000	623046	SOFTWARE
MAINTENANCE	12,232.61	03/22			
80088617	NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015	REPAIR &
MAINTENANCE	667.80	03/23			

80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 333.90 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 333.90 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 2,199.07 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 1,335.60 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 667.80 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 2,671.20 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 4,006.80 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 4,006.80 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN635315	RR-301170032	624015 REPAIR &
MAINTENANCE 10,684.80 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN634665	RR-423019001	624016 EQUIPMENT
REPAIRS/MA 12.52 03/23			
80088617 NEPTUNE TECHNOLOGY GROUP INC	ITN634665	RR-423019001	624016 EQUIPMENT
REPAIRS/MA 140.63 03/23			
80088682 NEPTUNE TECHNOLOGY GROUP INC	ITN635873	RR-301170033	624270 REPAIR &
MAINTENANCE 80.22 03/25			
80088682 NEPTUNE TECHNOLOGY GROUP INC	ITN635873	RR-301170033	624270 REPAIR &
MAINTENANCE 901.30 03/25			
00578574 NEW JERSEY SUPPORT PAYMENT	IN107647	-	624390 NJ SUPPORT PAYMENT
C 162.50 03/26			
CENTER			
80088632 NICHOLAS ANTHONY FEDERICI	CP000311	SC-2016-1040000	623927 PROFESSIONAL
SERVICE 3,500.00 03/23			
00578559 NICHOLAS HAUCK	IT38556	VP-163432000	624533 REFUNDS
28.43 03/26			
399 SHORELINE PKWY			
00578559 NICHOLAS HAUCK	IT38556	VP-163432000	624533 REFUNDS
18.79 03/26			
399 SHORELINE PKWY			
00578559 NICHOLAS HAUCK	IT38556	VP-163432000	624533 REFUNDS
10.00 03/26			
399 SHORELINE PKWY			
80088754 NORTHSTAR CHEMICAL INC	IT190378	RR-301100024	624508 CHEMICAL/LAB
SUPPLIE 3,010.87 03/26			
80088754 NORTHSTAR CHEMICAL INC	IT190380	RR-300942060	624509 CHEMICAL/LAB
SUPPLIE 3,406.39 03/26			
80088619 NORTHWEST OPEN ACCESS NETWORK	CPIN939561	SC-2019-1009000	623939 TELEPHONE
1,080.00 03/23			
80088619 NORTHWEST OPEN ACCESS NETWORK	CPIN939574	SC-2019-1028000	623943 TELEPHONE
2,550.00 03/23			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
442.75 03/26			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
442.75 03/26			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
404.40 03/26			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
442.75 03/26			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
974.85 03/26			
80088755 NORTHWEST RIVER SUPPLIES INC	IT1049555	RR-532359001	624510 MINOR EQUIPMENT
162.46 03/26			
80088561 NOVUS AUTO GLASS	CP6791714	SC-2019-1004000	624042 EQUIPMENT
REPAIRS/MA 65.29 03/22			
80088561 NOVUS AUTO GLASS	CP6789546	SC-2019-1004000	624044 EQUIPMENT
REPAIRS/MA 222.87 03/22			
00578575 OFFICE OF THE ATTORNEY GENERAL	IN107648	-	624391 OFFICE OF THE ATTY
G 273.50 03/26			
TX CHILD SUPPORT SDU			
80088643 OIL RE-REFINING CO INC	CP437828	SC-2020-0474000	624107 HAZARDOUS WASTE
DISP 564.95 03/24			

80088683 ONLINE CLEANING SERVICES  
REPAIRS/MA 6,575.83 03/25

CP1109

SC-2019-0958000 623062 EQUIPMENT

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80088620	OPPORTUNITY SPACE INC	CPSPKWA003	SC-2019-0208000	623962	SOFTWARE
MAINTENANCE	43,520.00	03/23			
00578516	ORKIN	IT207169749	RR-423007001	624271	BUILDING
REPAIRS/MAI	98.01	03/25			
00578516	ORKIN	IT208552924	RR-423055001	624272	BUILDING
REPAIRS/MAI	98.01	03/25			
00578578	ORKIN	IT209987658	RR-423158001	624512	BUILDING
REPAIRS/MAI	98.01	03/26			
80088563	OWEN EQUIPMENT CO	IT00101036	RR-532475001	623918	VEHICLE REPAIR &
MAI	1,743.60	03/22			
80088563	OWEN EQUIPMENT CO	IT00101083	RR-532475002	623919	VEHICLE REPAIR &
MAI	1,341.54	03/22			
80088564	OXARC INC	IT31199829	VP-163309000	623920	MINOR EQUIPMENT
31.38	03/22				
00578420	O'REILLY AUTOMOTIVE STORES INC	IT3221148469	VP-163306000	623917	VEHICLE REPAIR &
MAI	81.11	03/22			
	dba FIRST CALL				
80088565	PACWEST MACHINERY LLC	IT30398777	RR-532473001	623922	VEHICLE REPAIR &
MAI	10,172.43	03/22			
80088565	PACWEST MACHINERY LLC	IT30398816	RR-532473002	623923	OTH
DUES/SUBSCRIPTNS	353.93	03/22			
80088565	PACWEST MACHINERY LLC	IT30398684	RR-532473003	623924	VEHICLE REPAIR &
MAI	933.84	03/22			
80088565	PACWEST MACHINERY LLC	IT30398683	VP-163245000	623925	VEHICLE REPAIR &
MAI	294.31	03/22			
80088565	PACWEST MACHINERY LLC	IT30398629	VP-163245000	623928	VEHICLE REPAIR &
MAI	110.59	03/22			
80088685	PACWEST MACHINERY LLC	IT30398953	RR-423169001	624273	EQUIPMENT
REPAIRS/MA	1,639.75	03/25			
80088566	PAPE MACHINERY INC	IT707447	RR-423144001	623929	EQUIPMENT
REPAIRS/MA	2,125.60	03/22			
80088573	PAUL TAPIA	CPXZ0637967	SC-2020-0206000	623077	LEGAL SERVICES
292.50	03/22				
	TAPIA INVESTIGATIVE SERVICES				
80088573	PAUL TAPIA	CPXZ0158094	SC-2020-0206000	623098	LEGAL SERVICES
325.00	03/22				
	TAPIA INVESTIGATIVE SERVICES				
00578576	PEOPLE QUALIFIED COMMITTEE	IN107624	-	624365	PEOPLE QUALIFIED
COM	15.35	03/26			
	AFL-CIO				
80088621	PETE LIEN & SONS INC	IT21POS019879	RR-301132106	624017	CHEMICAL/LAB
SUPPLIE	7,635.38	03/23			
80088756	PETE LIEN & SONS INC	IT21POS020604	RR-301132107	624514	CHEMICAL/LAB
SUPPLIE	7,844.57	03/26			
00578513	PIERSON CONSTRUCTION	IT115554	VP-163076000	624302	WATER HYDRANT
INSTAL	402.86	03/25			
	ATTN: JUSTIN				
80088737	POLICE GUILD LEGAL DEFENSE	IN107632	-	624373	POLICE GUILD LEGAL
D	636.00	03/26			
	FUND				

00578571	POLKA DOT POTTERY	IT804463	VP-163360000	624547	SPECIAL ASSESSMENT
P	334.41 03/26				
	808 W MAIN AVE #225				
80088644	PREMERA BLUE CROSS OR	IT1018813 3/14	VP-163411000	624325	INSURANCE CLAIMS
1,452.58	03/24				
	SPOKANE CITY TREASURER				
80088644	PREMERA BLUE CROSS OR	IT1018813 3/14	VP-163411000	624325	INSURANCE CLAIMS
215,256.17	03/24				
	SPOKANE CITY TREASURER				
80088644	PREMERA BLUE CROSS OR	IT1022518 3/14	VP-163411000	624326	SERVICE
REIMBURSEMENT	7,772.87 03/24				
	SPOKANE CITY TREASURER				
80088644	PREMERA BLUE CROSS OR	IT1022520 3/14	VP-163411000	624327	SERVICE
REIMBURSEMENT	11,468.33 03/24				
	SPOKANE CITY TREASURER				
00578426	PRESTON J COOPER-HAWKINS	ITCDL MAR 2021	VP-163285000	624027	PERMITS/OTHER FEES
157.00	03/23				
00578577	PRE-PAID LEGAL SERVICES INC	IN107627	-	624368	PRE-PAID LEGAL
SERVI	428.43 03/26				
80088622	PRO MECHANICAL SERVICES INC	CP222911	SC-2018-0651000	622983	BUILDING
REPAIRS/MAI	2,500.62 03/23				
80088622	PRO MECHANICAL SERVICES INC	CP682	SC-2018-0651000	622825	BUILDING
REPAIRS/MAI	2,500.62 03/23				
80088623	PURE PROCESS FILTRATION INC	IT69726	RR-300888006	624018	REPAIR &
MAINTENANCE	103.63 03/23				
80088623	PURE PROCESS FILTRATION INC	IT69726	RR-300888006	624018	REPAIR &
MAINTENANCE	20.31 03/23				
80088623	PURE PROCESS FILTRATION INC	IT69726	RR-300888006	624018	REPAIR &
MAINTENANCE	1,144.12 03/23				
80088568	RACOM CORPORATION	IT9CSO161222	RR-301115004	623930	VEHICLE REPAIR &
MAI	613.59 03/22				
00578561	RC SCHWARTZ & ASSOCIATES INC	IT22465	VP-163437000	624535	REFUNDS
183.35	03/26				
	159 S COWLEY ST				
00578561	RC SCHWARTZ & ASSOCIATES INC	IT22465	VP-163437000	624535	REFUNDS
4.36	03/26				
	159 S COWLEY ST				
80088757	REHN & ASSOCIATES	IN107612	-	624353	AW REHN-SEC 125
DEPE	3,633.97 03/26				
	SPOKANE CITY TREASURER				

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80088757	REHN & ASSOCIATES	IN107612	-	624353	AW REHN-SEC 125
HEAL	15,710.97 03/26				
	SPOKANE CITY TREASURER				
80088758	RIPPLINGER ENGINEERING	CP2047	SC-2019-0524000	622132	PROFESSIONAL
SERVICE	350.00 03/26				
	LABORATORIES				
80088624	RIVER PARK SQUARE LLC	CP31177	SC-2016-0309000	623948	OPERATING
RENTALS/LE	800.00 03/23				
80088686	RIVER PARK SQUARE LLC	IT912656	VP-163325000	624274	PARKING/TOLLS
(LOCAL	340.00 03/25				
00578503	RYAN CLEVELAND	ITPESTICIDE LI	VP-163322000	624306	PERMITS/OTHER FEES
58.00	03/25				

00578421	SAFETY KLEEN CORPORATION	IM85224190	RM-2020-0796011	623931	HAZARDOUS WASTE
DISP	219.45 03/22				
00578517	SAFETY KLEEN CORPORATION	IM85509311	RM-2020-0796013	624275	REPAIR &
MAINTENANCE	746.40 03/25				
00578517	SAFETY KLEEN CORPORATION	IM83602337	RM-2020-0796014	624276	REPAIR &
MAINTENANCE	584.62 03/25				
00578562	SARAH HESSLINK	IT5672	VP-163434000	624536	REFUNDS
1,276.00	03/26				
	2210 S FOREST ESTATES DR				
80088785	SHAMROCK AUTOMOTIVE	IT14478	VP-163394000	624532	EQUIPMENT
REPAIRS/MA	130.68 03/26				
	DBA ZIEBART OF SPOKANE				
80088760	SIMPLIFILE LC	ITFUNDING MAR	VP-163526000	624661	OTHER PREPAYMENTS
2,000.00	03/26				
80088688	SITEONE LANDSCAPE SUPPLY LLC	IT106647250001	RR-301143066	624277	REPAIR &
MAINTENANCE	48.66 03/25				
80088688	SITEONE LANDSCAPE SUPPLY LLC	IT106647250001	RR-301143066	624277	REPAIR &
MAINTENANCE	546.72 03/25				
80088688	SITEONE LANDSCAPE SUPPLY LLC	IT106647250001	CK-100080088688	624277	REPAIR &
MAINTENANCE	0.89- 03/25				
80088688	SITEONE LANDSCAPE SUPPLY LLC	IT106647250001	CK-100080088688	624277	REPAIR &
MAINTENANCE	10.04- 03/25				
00578422	SIX ROBBLEES INC	IT5894669	VP-163311000	623932	VEHICLE REPAIR &
MAI	770.38 03/22				
00578422	SIX ROBBLEES INC	IT58946691	VP-163311000	623933	VEHICLE REPAIR &
MAI	12.28 03/22				
00578422	SIX ROBBLEES INC	IT58931761	VP-163247000	623934	VEHICLE REPAIR &
MAI	4.43 03/22				
80088569	SOLID WASTE SYSTEMS INC	IT0130768IN	RR-301103220	623935	VEHICLE REPAIR &
MAI	523.53 03/22				
	dba SWS EQUIPMENT INC				
80088689	SOLID WASTE SYSTEMS INC	IT0130890IN	RR-301103221	624278	VEHICLE REPAIR &
MAI	398.71 03/25				
	dba SWS EQUIPMENT INC				
80088689	SOLID WASTE SYSTEMS INC	IT0130888IN	RR-301103222	624279	VEHICLE REPAIR &
MAI	1,018.64 03/25				
	dba SWS EQUIPMENT INC				
00578505	SPACK SOLUTIONS INC	IT604565772	VP-163327000	624294	OTHR BUS
REGISTRATIO	70.00 03/25				
	ATTN: ROBERT ANKLAM				
00578518	SPOKANE CITY TREASURER	IT80000	VP-163349000	624283	REFUNDS
240.18	03/25				
00578579	SPOKANE CITY TREASURER	IT67991	VP-163449000	624537	REFUNDS
10,408.71	03/26				
00578579	SPOKANE CITY TREASURER	IT67991	VP-163449000	624537	REFUNDS
65.98	03/26				
80088766	SPOKANE COUNTY AUDITOR	IT0634106	VP-163490000	624642	LEGAL SERVICES
107.50	03/26				
	SPOKANE COUNTY COURTHOUSE				
80088766	SPOKANE COUNTY AUDITOR	IT0639955	VP-163490000	624643	LEGAL SERVICES
108.50	03/26				
	SPOKANE COUNTY COURTHOUSE				
80088766	SPOKANE COUNTY AUDITOR	IT0633746C1	VP-163490000	624644	LEGAL SERVICES
103.50	03/26				
	SPOKANE COUNTY COURTHOUSE				
00578437	SPOKANE COUNTY BAR ASSN	IT19567 2021	VP-163348000	624184	OTH
DUES/SUBSCRIPTNS	105.00 03/24				
	SPOKANE COUNTY COURTHOUSE				
80088690	SPOKANE COUNTY TREASURER	IT340919002	VP-163372000	624280	WA DEPT OF REVENUE
120.00	03/25				
00578580	SPOKANE COUNTY TREASURER	IT352224801	VP-163402000	624530	RIGHT OF WAY
10.00	03/26				
00578581	SPOKANE COUNTY TREASURER	IT351832231	VP-163408000	624531	CONSTRUCTION OF
FIXE	10.00 03/26				
00578582	SPOKANE FIRE DEPARTMENT	ITFEB 2021	VP-163343000	624549	POSTAGE
15.50	03/26				
	IMPREST FUND				
80088767	SPOKANE FIRE FIGHTERS BENEFIT	IN107593	-	622235	BENEFIT SOLUTIONS
IN	29,180.00 03/26				
	TRUST				

80088767 SPOKANE FIRE FIGHTERS BENEFIT	IN107593	-	622235 BENEFIT SOLUTIONS
ME 1,513.40 03/26			
TRUST			
80088767 SPOKANE FIRE FIGHTERS BENEFIT	IN107634	-	624375 BENEFIT SOLUTIONS
IN 30,551.50 03/26			
TRUST			

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80088767 SPOKANE FIRE FIGHTERS BENEFIT	IN107634	-	624375 BENEFIT SOLUTIONS		
ME 1,513.40 03/26					
TRUST					
80088768 SPOKANE FIRE FIGHTERS BENEFIT	IN107595	-	622237 FIRE BENEFIT		
TRUST-V 846.15 03/26					
TRUST					
80088768 SPOKANE FIRE FIGHTERS BENEFIT	IN107635	-	624376 FIRE BENEFIT		
TRUST-V 846.15 03/26					
TRUST					
80088769 SPOKANE FIRE FIGHTERS BENEFIT	ITAPR 2021	VP-163518000	624640 INSURANCE PREMIUMS		
692,230.00 03/26					
TRUST					
80088570 SPOKANE HOUSE OF HOSE INC	IT861375	RR-300918275	623936 VEHICLE REPAIR &		
MAI 67.69 03/22					
80088570 SPOKANE HOUSE OF HOSE INC	IT861386	RR-300918276	623937 VEHICLE REPAIR &		
MAI 44.65 03/22					
80088570 SPOKANE HOUSE OF HOSE INC	IT861097	RR-300918274	623938 VEHICLE REPAIR &		
MAI 125.24 03/22					
80088570 SPOKANE HOUSE OF HOSE INC	IT859705	RR-300918277	623940 VEHICLE REPAIR &		
MAI 562.54 03/22					
80088570 SPOKANE HOUSE OF HOSE INC	IT860478	RR-300918278	623941 VEHICLE REPAIR &		
MAI 250.75 03/22					
80088691 SPOKANE HOUSE OF HOSE INC	IT861756	RR-300918279	624281 VEHICLE REPAIR &		
MAI 285.31 03/25					
80088691 SPOKANE HOUSE OF HOSE INC	IT862122	RR-300918280	624282 VEHICLE REPAIR &		
MAI 221.23 03/25					
80088646 SPOKANE INT'L AIRPORT	CP27365	SC-2014-0933001	624162 OPERATING		
RENTALS/LE 348.48 03/24					
80088646 SPOKANE INT'L AIRPORT	CP28312	SC-2014-0933001	624163 OPERATING		
RENTALS/LE 348.48 03/24					
80088646 SPOKANE INT'L AIRPORT	CP30084	SC-2014-0933001	624164 OPERATING		
RENTALS/LE 348.48 03/24					
80088646 SPOKANE INT'L AIRPORT	CP31014	SC-2014-0933001	624165 OPERATING		
RENTALS/LE 348.48 03/24					
80088646 SPOKANE INT'L AIRPORT	CP31013	SC-88-495024	624166 OPERATING		
RENTALS/LE 34,188.84 03/24					
80088762 SPOKANE POLICE BENEFIT ASSOC	IN107618	-	624359 SPOKANE POLICE		
BENEF 757.50 03/26					
% SPOKANE LAW ENFORCEMENT C U					
80088763 SPOKANE POLICE CHAPLAIN	IN107616	-	624357 POLICE CHAPLIN		
ASSOC 3,174.50 03/26					
ASSOCIATION					
80088770 SPOKANE POLICE GUILD FRATERNAL	IN107615	-	624356 POLICE GUILD FRAT		
OR 863.19 03/26					
ORDER OF POLICE					



80088765 SPOKANE POLICE GUILD LONG 79.13- 03/26 TERM DISABILITY	IN107590	-	622232 POLICE GUILD LTD
80088765 SPOKANE POLICE GUILD LONG 25,163.34 03/26 TERM DISABILITY	IN107631	-	624372 POLICE GUILD LTD
80088764 SPOKANE POLICE K-9 MEMBERSHIP MEMBERSHIP 105.00 03/26 FUND	IN107617	-	624358 POLICE K9
80088772 SPOKANE POLICE SWAT TEAM SWAT 430.00 03/26 %SPOKANE LAW ENFORCEMENT C U	IN107619	-	624360 SPOKANE POLICE
80088774 SPOKANE POLICE TACTICAL TEAM TACTI 296.00 03/26 % SPOKANE LAW ENFORCEMENT C U	IN107620	-	624361 SPOKANE POLICE
80088771 STANDARD INSURANCE COMPANY C 6,168.80 03/26	IN107584	-	622226 STANDARD INSURANCE
80088771 STANDARD INSURANCE COMPANY VL 1,316.80 03/26	IN107584	-	622226 STANDARD LIFE INS-
80088771 STANDARD INSURANCE COMPANY VL 112.90 03/26	IN107584	-	622226 STANDARD LIFE INS-
80088771 STANDARD INSURANCE COMPANY C 6,106.30 03/26	IN107626	-	624367 STANDARD INSURANCE
80088771 STANDARD INSURANCE COMPANY VL 1,263.60 03/26	IN107626	-	624367 STANDARD LIFE INS-
80088771 STANDARD INSURANCE COMPANY VL 112.90 03/26	IN107626	-	624367 STANDARD LIFE INS-
00578583 STATE DISBURSMENT UNIT U 297.67 03/26 ATTN: EMPLOYER PAYMENTS	IN107649	-	624392 STATE DISBURSEMENT
80088571 STRATEGIC GOVERNMENT RESOURCES SERVICES 12,236.67 03/22 INC	CP2021102850	SC-2020-0794000	623001 CONTRACTUAL
80088571 STRATEGIC GOVERNMENT RESOURCES SERVICES 4,996.66 03/22 INC	CP2021102949	SC-2020-0794000	623063 CONTRACTUAL
80088625 STRUCTURED COMMUNICATION EQUIP 562.50 03/23 SYSTEMS INC	CP0210961IN	SC-2020-0467000	623958 COMPUTER/MICRO
80088693 SYSTEMS AND SOFTWARE INC SERVICES 8,050.00 03/25 DBA SYSTEMS AND SOFTWARE	CPCT000003940	SC-2019-0364000	622780 CONTRACTUAL

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80088693 SERVICES	SYSTEMS AND SOFTWARE INC 65,042.50 03/25 DBA SYSTEMS AND SOFTWARE	CPCT000003941	SC-2019-0364000	622781	CONTRACTUAL
80088693 SERVICES	SYSTEMS AND SOFTWARE INC 1,207.50 03/25 DBA SYSTEMS AND SOFTWARE	CPMN0000001830	SC-2019-0364000	622782	CONTRACTUAL
80088572 MAI	TACOMA SCREW PRODUCTS INC 552.89 03/22 ATTN: ACCOUNTS RECEIVABLE	IT24182910	VP-163248000	623942	VEHICLE REPAIR &

80088602	TESTAMERICA LABORATORIES INC	IT5900005745	RR-423031001	623995	TESTING SERVICES
39.50	03/23				
	DBA EUROFINs TESTAMERICA				
80088602	TESTAMERICA LABORATORIES INC	IT5900005684	RR-422991001	623996	TESTING SERVICES
135.00	03/23				
	DBA EUROFINs TESTAMERICA				
80088626	TESTCOMM LLC	IT20992	RR-423076001	624019	EQUIPMENT
	REPAIRS/MA 2,750.00 03/23				
80088695	THE HIDE OUT/ROYCE SHIELDS	IT22271	VP-163316000	624254	MISC
	SERVICES/CHARGE 245.02 03/25				
80088695	THE HIDE OUT/ROYCE SHIELDS	IT22271	VP-163316000	624254	MINOR EQUIPMENT
2,580.94	03/25				
80088775	THE HIDE OUT/ROYCE SHIELDS	IT31621	VP-163353000	624491	MINOR EQUIPMENT
65.34	03/26				
00578431	THOMAS W MCLANE	CPFEBRUARY2021	SC-2020-0600000	623960	LEGAL SERVICES
731.25	03/23				
	dba MCLANE LAW PLLC				
80088574	THOMSON WEST	CP843930933	SC-2019-0233000	623047	PUBLICATIONS
1,130.84	03/22				
	WEST PUBLISHING PAYMENT CTR				
80088574	THOMSON WEST	CP844014151	SC-2019-0233000	623048	PUBLICATIONS
64.03	03/22				
	WEST PUBLISHING PAYMENT CTR				
80088574	THOMSON WEST	CP844014153	SC-2019-0233000	623049	PUBLICATIONS
117.78	03/22				
	WEST PUBLISHING PAYMENT CTR				
80088627	THOMSON WEST	CP843932284	SC-2019-0436000	623961	PUBLICATIONS
4,669.44	03/23				
	WEST PUBLISHING PAYMENT CTR				
80088776	TIFCO INDUSTRIES	IT71619574	VP-163370000	624523	VEHICLE REPAIR &
	MAI 227.78 03/26				
00578510	TILTON EXCAVATING LLC	IT129882	VP-163351000	624299	REFUNDS
15.32	03/25				
	PO BOX 429				
80088575	TOBY'S BODY & FENDER INC	CP4168	SC-2017-0841000	624046	EQUIPMENT
	REPAIRS/MA 40,434.94 03/22				
80088696	TRACE ANALYTICS LLC	IT2104450	VP-163338000	624284	EQUIPMENT
	REPAIRS/MA 178.00 03/25				
80088628	TRUE SEALS LLC	IT27593	RR-200741001	624020	REPAIR &
	MAINTENANCE 9.35 03/23				
80088628	TRUE SEALS LLC	IT27593	RR-200741001	624020	REPAIR &
	MAINTENANCE 9.06 03/23				
80088628	TRUE SEALS LLC	IT27593	RR-200741001	624020	REPAIR &
	MAINTENANCE 96.00 03/23				
00578584	UNITED STATES TREASURY	IN107644	-	624387	UNITED STATES
	TREASU 12.50 03/26				
	INTERNAL REVENUE SERVICE/ ACS				
80088777	UNITED WAY	IN107611	-	624352	UNITED WAY
337.50	03/26				
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34.19	03/26				
	TREASURY MANAGEMENT SERVICES				
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171.17	03/26				
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80.44	03/26				
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59.30	03/26				
	TREASURY MANAGEMENT SERVICES				

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	TREASURY MANAGEMENT SERVICES				
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	TREASURY MANAGEMENT SERVICES				

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55.95	US BANK 03/26				
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96.47-	US BANK 03/26				
00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
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00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
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00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
5.25-	US BANK 03/26				
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00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
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00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
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00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
133.93-	03/26				
00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
2.84-	03/26				
00578586	TREASURY MANAGEMENT SERVICES	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
0.34-	03/26				
	TREASURY MANAGEMENT SERVICES				

00578586	US BANK	IMFEB 2021	RM-2017-0284038	624524	EARNINGS CREDIT
8.52-	03/26				
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762.70	03/26				
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2,356.35	03/26				
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1,356.24	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,970.48	03/26				
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276.91	03/26				
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260.22	03/26				
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312.96	03/26				
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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
265.50	03/26				
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300.02	03/26				
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318.89	03/26				
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795.78	03/26				
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664.54	03/26				
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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
732.48	03/26				
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933.94	03/26				
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3,478.23	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
8,234.31	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
247.55	03/26				
	EMP BENEFITS ( CITY )				

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00578585 1,209.66	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 627.97	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 754.42	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 625.81	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 508.35	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 230.19	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 2,623.08	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 441.65	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 809.01	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 39.64	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 4,847.68	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,674.91	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 248.64	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 576.97	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 7,845.99	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 563.00	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 510.37	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 2,471.37	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 311.47	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 3,143.62	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 2.93	US BANK OR CITY TREASURER 03/26	VV107641	-	624382	SOCIAL SECURITY

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
680.67	03/26				
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392.50	03/26				
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26.38	03/26				
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11,215.76	03/26				
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5,898.87	03/26				
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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
139.88	03/26				
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84.04	03/26				
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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
181.15	03/26				
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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
78.52	03/26				
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102.57	03/26				
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269.68	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
10.12	03/26				
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150.67	03/26				
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934.68	03/26				
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5,956.08	03/26				
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880.22	03/26				
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5,335.90	03/26 EMP BENEFITS ( CITY )				
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752.99	03/26 EMP BENEFITS ( CITY )				
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2,019.11	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
71.91	03/26 EMP BENEFITS ( CITY )				
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135.96	03/26 EMP BENEFITS ( CITY )				
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277.19	03/26 EMP BENEFITS ( CITY )				
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120.73	03/26 EMP BENEFITS ( CITY )				
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5.51	03/26 EMP BENEFITS ( CITY )				
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38.30	03/26 EMP BENEFITS ( CITY )				
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149.95	03/26 EMP BENEFITS ( CITY )				
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71.79	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
63.26	03/26 EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
41.21	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
14.74	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
27.90	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
69.75	03/26 EMP BENEFITS ( CITY )				



00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3.41	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
7.93	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,907.12	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
653.91	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
157.79	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
174.25	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
16.07	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
726.32	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
653.56	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,490.83	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
5,814.33	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
197.58	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
369.37	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
86.01	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
257.47	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,803.39	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,956.09	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,768.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
4,198.68	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
4,473.38	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
964.42	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
39.81	03/26 EMP BENEFITS ( CITY )				

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00578585 926.75	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,047.82	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 987.30	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 589.95	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,133.45	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 584.44	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 857.40	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,826.85	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,151.53	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 354.87	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 3,093.88	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,451.45	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,359.94	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 543.14	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 500.87	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 797.82	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 434.93	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,215.88	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,091.63	US BANK OR CITY TREASURER 03/26	VV107641	-	624382	SOCIAL SECURITY

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,324.67	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
269.32	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,330.51	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
767.33	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
178.70	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
723.25	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,194.77	03/26				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2.13	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
32.77	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
366.46	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
48.12	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
95.05	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
6.43	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
182.47	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
75.48	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
215.83	03/26				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
341.70	03/26				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
307.48	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
24.68	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
323.01	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
227.19	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
451.92	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
11.02	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
232.95	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
737.40	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
286.67	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
890.03	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
16.54	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
448.35	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
211.11	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
133.37	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
321.91	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
154.33	03/26				
	EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
186.13	03/26				
	EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
364.77	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
164.85	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
12.20	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,121.14	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,729.03	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
606.74	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,303.07	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
166.82	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
282.09	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
769.62	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
138.00	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
95.19	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,697.76	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
727.14	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
0.48	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
61.75	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
59.33	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
54.09	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
49.82	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
19.41	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
61.70	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
293.53	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
194.87	03/26				
	EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2.14	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
113.93	03/26				
	EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
276.73	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
221.29	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2.77	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
256.39	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
386.26	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,580.24	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,649.35	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,591.94	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,047.25	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
218.09	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
350.26	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
238.43	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
18,894.74	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
225.11	03/26				
	EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
153.79	03/26				
	EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1.95	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
137.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
214.50	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
7.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
408.53	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
818.97	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
708.59	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,097.32	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
251.49	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
405.29	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,701.06	03/26 EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
235.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
4,226.98	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,160.38	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,881.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,877.45	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,851.13	03/26 EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,713.23	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,491.73	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,805.39	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
245.76	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,722.14	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
869.78	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,031.42	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,590.64	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
478.45	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
48.96	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,099.21	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,175.24	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
955.93	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,219.77	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
177.86	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,864.84	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,239.19	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
258.71	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,215.57	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
8,391.42	03/26 EMP BENEFITS ( CITY )				



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00578585 1,634.78	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 3,011.83	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,087.61	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,923.25	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 1,188.63	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 238.69	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 604.15	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 765.64	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 2,594.61	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 244.24	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 3,299.54	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 11,407.83	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 242.82	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 3,410.82	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 2,473.99	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 5,039.54	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 11,227.51	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 25.52	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 18.48	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY
00578585 405.75	US BANK OR CITY TREASURER 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	SOCIAL SECURITY

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
392.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
206.17	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
459.25	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
285.67	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
247.71	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
236.26	03/26 EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
559.38	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
197.89	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,674.78	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,255.22	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,803.69	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
4,759.15	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
479.08	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
782.88	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
669.07	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,926.01	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
4,800.72	03/26 EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,626.32	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,383.90	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
791.86	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
873.96	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
736.34	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
19.62	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
544.43	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
244.40	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
353.20	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
3,551.50	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,402.10	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,257.81	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
714.20	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,094.16	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
19.62	03/26 EMP BENEFITS ( CITY )				

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00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
399.56	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
617.37	03/26 EMP BENEFITS ( CITY )				

00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
172.72	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
513.03	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,664.48	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
403.52	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,194.13	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,792.04	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,828.86	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
829.63	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,378.84	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
653.92	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
2,047.60	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
213.33	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
634.02	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,082.13	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
170.19	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
742.28	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
560.62	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
26.88	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
796.87	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
1,097.70	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
315.70	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
658.04	03/26 EMP BENEFITS ( CITY )				
00578585	US BANK OR CITY TREASURER	VV107641	-	624382	SOCIAL SECURITY
859.21	03/26 EMP BENEFITS ( CITY )				

00578585 US BANK OR CITY TREASURER  
CITY 699,377.09 03/26  
EMP BENEFITS ( CITY )

VV107641

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624382 FIT WITHHOLDING-

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00578585	US BANK OR CITY TREASURER CIT 262,322.75 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	FICA WITHHOLDING-
00578585	US BANK OR CITY TREASURER CIT 104,677.44 03/26 EMP BENEFITS ( CITY )	VV107641	-	624382	MEDI WITHHOLDING-
80088647	US BANK OR CITY TREASURER 6,181.19 03/24 LIABILITY CLAIMS	IT3/15-3/19/21	VP-163367000	624328	INSURANCE CLAIMS
80088647	US BANK OR CITY TREASURER 63.76 03/24 LIABILITY CLAIMS	IT3/8/21-3/12/	VP-163395000	624329	INSURANCE CLAIMS
80088697	US BANK TRUST NA INVESTME 150,000.00 03/25 OR CITY OF SPOKANE	IT351	VP-163397000	624428	PURCHASE OF
80088778	US BANK TRUST NA 972.40 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 3,079.76 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 1,791.04 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 2,384.32 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 363.68 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 334.80 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 382.56 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 349.04 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 382.56 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 378.11 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778	US BANK TRUST NA 237.60 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,034.24	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
892.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
996.24	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,222.24	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,623.47	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
10,690.42	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
289.73	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
737.49	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,590.53	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
811.97	03/26				
	OR CITY OF SPOKANE				

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,017.33	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
814.16	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
420.32	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
310.48	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,419.12	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
602.96	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,052.16	03/26				
	OR CITY OF SPOKANE				

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
6,307.44	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,550.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
332.48	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
749.28	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
10,475.06	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
747.14	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
683.44	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,175.41	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
407.60	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,213.84	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
223.28	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,330.46	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
25.52	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
222.88	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
10.73	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
7,962.85	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,108.98	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,618.09	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
6,857.94	03/26				
	OR CITY OF SPOKANE				

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80088778 429.44	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,307.39	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,740.95	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 592.02	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 954.72	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 902.96	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,010.96	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 7,342.96	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 256.72	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 481.60	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 360.16	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,356.24	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,421.02	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,354.00	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 5,675.00	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 6,230.61	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,288.26	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 51.97	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,243.84	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,406.00	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,326.12	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 715.55	US BANK TRUST NA 03/26	VV107637	-	624378	RETIREMENT



	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,472.40	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
765.99	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
818.09	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,470.80	03/26			
	OR CITY OF SPOKANE			

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,537.76	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
506.64	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,795.57	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,892.20	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,750.46	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
737.65	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
645.96	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,016.36	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
585.23	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,557.76	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,443.63	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,714.96	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
369.18	03/26				
	OR CITY OF SPOKANE				

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,773.60	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,028.56	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
238.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
964.14	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,552.30	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
255.04	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
288.08	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
453.92	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
368.08	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
33.30	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
269.68	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
289.68	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
606.75	03/26				
	OR CITY OF SPOKANE				

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
302.32	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
798.10	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
379.52	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
800.84	03/26				
	OR CITY OF SPOKANE				

80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
583.01	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
274.08	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
198.72	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
266.72	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
464.88	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
225.36	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,501.50	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,276.35	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
810.03	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,666.18	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
228.00	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
368.08	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
947.38	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
180.16	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,237.70	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
959.28	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
143.97	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
346.69	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
491.19	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
3,365.14	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,665.33	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
3,730.21	03/26			
	OR CITY OF SPOKANE			

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CHECK AMOUNT	VENDOR NAME MM/DD	INVOICE	P.O. NUMBER	INDEX	DESCRIPTION
80088778 710.48	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 454.24	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 308.56	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 272.88	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 268.96	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,068.49	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 708.56	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,382.43	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 342.89	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 4,488.24	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 312.48	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 5,647.20	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,898.26	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 3,856.65	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 5,325.29	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,490.75	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,304.53	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 1,966.62	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT
80088778 2,154.05	US BANK TRUST NA 03/26 OR CITY OF SPOKANE	VV107637	-	624378	RETIREMENT

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
315.54	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,954.10	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,173.48	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,039.68	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,759.42	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
631.68	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,107.60	03/26				
	OR CITY OF SPOKANE				

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CHECK AMOUNT	VENDOR NAME MM/DD	INVOICE	P.O. NUMBER	INDEX	DESCRIPTION
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,865.13	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,274.85	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,912.00	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
256.32	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,758.64	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,989.89	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
356.79	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,284.26	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
10,524.29	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,427.54	03/26				
	OR CITY OF SPOKANE				

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,973.53	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,436.56	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,578.44	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,583.05	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
304.24	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
799.42	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,010.64	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
3,386.28	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
324.64	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,110.44	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
14,427.57	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
308.08	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,592.96	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,884.94	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
6,828.16	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
15,373.37	03/26				
	OR CITY OF SPOKANE				

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
32.46	03/26				
	OR CITY OF SPOKANE				

80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
24.36	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
533.78	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
216.84	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
291.04	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
243.34	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
381.37	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
202.87	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
316.56	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
210.38	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
263.20	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,218.56	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,614.32	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
3,554.32	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
6,274.61	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
552.16	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
992.81	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
870.56	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,288.33	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
6,571.01	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
2,017.20	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
3,174.07	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
1,084.22	03/26			
	OR CITY OF SPOKANE			
80088778	US BANK TRUST NA	VV107637	-	624378 RETIREMENT
821.12	03/26			
	OR CITY OF SPOKANE			

80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
980.24	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
26.05	03/26				
	OR CITY OF SPOKANE				

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
484.88	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
321.42	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
461.20	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
4,708.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,630.07	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,649.42	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
704.16	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,536.26	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
26.05	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
459.52	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
805.68	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
229.36	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
681.20	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,209.45	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
521.04	03/26				
	OR CITY OF SPOKANE				



80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,580.72	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,399.84	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,457.76	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,089.04	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,854.48	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
855.52	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
2,725.78	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
300.72	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
824.32	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,063.60	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
218.92	03/26				
	OR CITY OF SPOKANE				

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80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
959.04	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
724.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
35.44	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,019.31	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
1,260.80	03/26				
	OR CITY OF SPOKANE				
80088778	US BANK TRUST NA	VV107637	-	624378	RETIREMENT
428.16	03/26				
	OR CITY OF SPOKANE				

[illegible]

00578519 VERMEER OF WASHINGTON INC	ITS04493	RR-423166001	624287 EQUIPMENT
REPAIRS/MA 3,729.30 03/25			
00578511 WA DOT REAL ESTATE	IT54535	VP-163354000	624300 REFUNDS
100.58 03/25			
2714 N MAYFAIR ST			
00578587 WA GET PROGRAM	IN107614	-	624355 WA GET PROGRAM
295.00 03/26			

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80088781	WA ST COUNCIL OF CITY & COUNTY CIT 27,270.17 03/26	IN107625	-	624366	WA ST COUNCIL OF
	EMPLOYEES				
00578438	WA STATE BAR ASSOCIATION DUES/SUBSCRIPTNS 50.00	IT19567 2021 03/24	VP-163346000	624183	OTH
	LB 1035				
80088782	WA STATE DEPT OF ECOLOGY 179.26 03/26	CP1T000020096A	SC-96-877027	622133	WA DEPT OF ECOLOGY
	CASHERING UNIT				
00578588	WA STATE DEPT OF LABOR & 6,000.00 03/26	IT317961808	VP-163341000	624529	PERMITS/OTHER FEES
	INDUSTRIES				
80088649	WA STATE DEPT/TRANSPORTATION FIXE 3,928.20 03/24	CPRE313ATB1021	SC-2018-0809000	623017	CONSTRUCTION OF
00578589	WA STATE SUPPORT REGISTRY OR SUPPO 14,288.19 03/26	IN107646	-	624389	WA STATE CHILD
	CITY OF SPOKANE TREASURER				
00578591	WALTER E NELSON CO 170.45 03/26	IT436371	VP-163393000	624507	OPERATING SUPPLIES
00578591	WALTER E NELSON CO 67.49 03/26	IT436634	VP-163422000	624528	OPERATING SUPPLIES
00578592	WASHINGTON LEOFF 1,575.75 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 1,277.42 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 51.12 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 35,235.22 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 76.87 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 15,318.50 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 13.95 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF 449.02 03/26	VV107596	-	622238	PENSION LEOFF II
	DEPT OF RETIREMENT SYSTEMS				

00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
340.30	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
578.52	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
89.51	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
299.86	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
221.64	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
31.83	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
3,433.36	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
891.88	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
575.53	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
199.11	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
684.43	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
429.09	03/26				
	DEPT OF RETIREMENT SYSTEMS				

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00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
79.18	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
300.67	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
322.35	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
270.88	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
416.61	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107596	-	622238	PENSION LEOFF II
178.71	03/26				

00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
64.52	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
67.14	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
11.25	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
1,986.81	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
741.36	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
169.58	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
534.09	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
40.98	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
0.09	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
176.93	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
196.96	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
164.42	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
170.12	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
42.23	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
98.74	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
1,489.54	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
202.75	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
17.96	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
1,929.94	WASHINGTON LEOFF			
	03/26			
00578592	DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238 PENSION LEOFF II
628.23	WASHINGTON LEOFF			
	03/26			
	DEPT OF RETIREMENT SYSTEMS			

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00578592 67,397.72	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 778.07	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 174.87	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 713.88	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 604.38	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 367.96	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 839.53	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 448.94	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 141.68	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 LEOF	WASHINGTON LEOFF 232,455.51 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	DEPT OF RET SYS-
00578592 694.17	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107596	-	622238	PENSION LEOFF II
00578592 10.17	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 1,501.21	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 1,401.05	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 93.37	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 39,855.72	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 184.13	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 17,556.90	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 489.43	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II
00578592 226.63	WASHINGTON LEOFF 03/26 DEPT OF RETIREMENT SYSTEMS	VV107636	-	624377	PENSION LEOFF II

00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
634.28	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
277.07	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
358.18	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
309.50	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
35.63	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
509.06	03/26				
	DEPT OF RETIREMENT SYSTEMS				

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00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
3,264.75	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
1,500.65	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
669.24	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
228.36	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
978.10	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
424.50	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
19.64	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
134.76	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
528.27	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
252.53	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
224.23	03/26				
	DEPT OF RETIREMENT SYSTEMS				

00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
146.49	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
49.67	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
94.99	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
236.19	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
11.90	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
28.20	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
2,015.75	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
759.59	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
188.80	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
612.07	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
55.59	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
1.66	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
188.87	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
211.17	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
188.30	03/26				
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00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
175.84	03/26				
	DEPT OF RETIREMENT SYSTEMS				
00578592	WASHINGTON LEOFF	VV107636	-	624377	PENSION LEOFF II
68.51	03/26				
	DEPT OF RETIREMENT SYSTEMS				



00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
212.81	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
1,018.71	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
7.43	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
1,003.87	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
863.50	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
9.82	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
1,806.51	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
794.68	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
68,779.79	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
792.30	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
539.49	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
7.06	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
495.77	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
27.70	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
713.88	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
604.38	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
317.39	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
918.00	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 PENSION LEOFF II
538.44	03/26			
	DEPT OF RETIREMENT SYSTEMS			
00578592	WASHINGTON LEOFF	VV107636	-	624377 DEPT OF RET SYS-
LEOF	251,660.21 03/26			
	DEPT OF RETIREMENT SYSTEMS			
80088578	WENDLE FORD NISSAN ISUZU	IT1582639	RR-532476001	623944 VEHICLE REPAIR &
MAI	33.81 03/22			
80088578	WENDLE FORD NISSAN ISUZU	IT1582283	RR-532476002	623945 VEHICLE REPAIR &
MAI	302.48 03/22			
80088578	WENDLE FORD NISSAN ISUZU	ITCM1575946	RR-532476003	623946 VEHICLE REPAIR &
MAI	57.64- 03/22			
80088578	WENDLE FORD NISSAN ISUZU	ITCM1572624	RR-532476004	623947 VEHICLE REPAIR &
MAI	92.65- 03/22			
80088578	WENDLE FORD NISSAN ISUZU	ITCM1510681	RR-532476005	623949 VEHICLE REPAIR &
MAI	69.78- 03/22			

80088699	WENDLE FORD NISSAN ISUZU	IT1583484	RR-532490001	624288	VEHICLE REPAIR &
MAI	780.86 03/25				
80088699	WENDLE FORD NISSAN ISUZU	ITCM1577947	RR-532490002	624289	VEHICLE REPAIR &
MAI	471.47- 03/25				
80088618	WESLEY HOWARD MORRIS	CP3216	SC-2017-0638000	623921	ADVISORY TECHNICAL
S	1,710.00 03/23				
	DBA MORRIS NETWORK CONTRACTING				

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80088618	WESLEY HOWARD MORRIS	CP3226	SC-2017-0638000	623926	ADVISORY TECHNICAL
S	1,757.50 03/23				
	DBA MORRIS NETWORK CONTRACTING				
80088579	WESTERN STATES EQUIPMENT CO	ITIN001583385	VP-163312000	623950	VEHICLE REPAIR &
MAI	368.44 03/22				
80088579	WESTERN STATES EQUIPMENT CO	ITIN001582803	VP-163312000	623951	VEHICLE REPAIR &
MAI	519.59 03/22				
80088579	WESTERN STATES EQUIPMENT CO	ITIN001579395	VP-163249000	623952	VEHICLE REPAIR &
MAI	83.85 03/22				
80088630	WESTERN STATES EQUIPMENT CO	ITIN001566082	RR-423139001	624023	OPERATING
RENTALS/LE	6,480.00 03/23				
80088630	WESTERN STATES EQUIPMENT CO	ITIN001566082	RR-423139001	624023	OPERATING
RENTALS/LE	6,480.00 03/23				
80088630	WESTERN STATES EQUIPMENT CO	ITIN001566082	RR-423139001	624023	OPERATING
RENTALS/LE	129.60 03/23				
80088630	WESTERN STATES EQUIPMENT CO	ITIN001566082	RR-423139001	624023	OPERATING
RENTALS/LE	100.00 03/23				
80088630	WESTERN STATES EQUIPMENT CO	ITIN001566082	RR-423139001	624023	OPERATING
RENTALS/LE	1,173.87 03/23				
80088701	WESTERN STATES EQUIPMENT CO	ITIN001586136	RR-532491001	624290	VEHICLE REPAIR &
MAI	195.15 03/25				
80088701	WESTERN STATES EQUIPMENT CO	ITIN001584889	RR-532491002	624291	VEHICLE REPAIR &
MAI	408.61 03/25				
80088701	WESTERN STATES EQUIPMENT CO	ITIN001586138	RR-532491003	624292	VEHICLE REPAIR &
MAI	783.42 03/25				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	371.93 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	3.28 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	74.70 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	0.75 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	36.57 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	2.22 03/26				
	TRUST				
00578593	WESTERN STATES POLICE MEDICAL	VV107638	-	624379	VEBA MEDICAL
SAVINGS	3.44 03/26				
	TRUST				

00578593	WESTERN STATES POLICE MEDICAL SAVINGS	2.63 03/26	VV107638	-	624379	VEBA MEDICAL
	TRUST					
00578593	WESTERN STATES POLICE MEDICAL SAVINGS	1.51 03/26	VV107638	-	624379	VEBA MEDICAL
	TRUST					
00578593	WESTERN STATES POLICE MEDICAL SAVINGS	1.74 03/26	VV107638	-	624379	VEBA MEDICAL
	TRUST					
00578593	WESTERN STATES POLICE MEDICAL SAVINGS	126.23 03/26	VV107638	-	624379	VEBA MEDICAL
	TRUST					
00578593	WESTERN STATES POLICE MEDICAL SAVINGS	25.00 03/26	VV107638	-	624379	VEBA MEDICAL
	TRUST					
00578593	WESTERN STATES POLICE MEDICAL MEDICA	975.00 03/26	VV107638	-	624379	NW PUBLIC EMP
	TRUST					
00578430	WHIPPLE CONSULTING ENGINEERS INSTAL	470.25 03/23	ITHYDRANT FEB	VP-163080000	624025	WATER HYDRANT
	ATTN: CAMDEN ROBINSON					
00578434	WHITE BLOCK COMPANY INC MAINTENANCE	1,095.50 03/23	IT0285685	RR-301222001	624024	REPAIR &
00578434	WHITE BLOCK COMPANY INC MAINTENANCE	127.22 03/23	IT0285685	RR-301222001	624024	REPAIR &
00578434	WHITE BLOCK COMPANY INC MAINTENANCE	333.90 03/23	IT0285685	RR-301222001	624024	REPAIR &
80088633	WILLIAM J SCHMIDT	102.00 03/23	ITCDL FEB 2021	VP-163123000	624031	PERMITS/OTHER FEES
80088545	WINGFOOT COMMERCIAL TIRE MAI	1,613.72 03/22	IT1971134134	RR-301061138	623953	VEHICLE REPAIR &
	SYSTEMS LLC DBA GOODYEAR TIRE					
80088545	WINGFOOT COMMERCIAL TIRE MAI	8,182.75 03/22	IT1971134078	RR-301061137	623954	VEHICLE REPAIR &
	SYSTEMS LLC DBA GOODYEAR TIRE					
80088545	WINGFOOT COMMERCIAL TIRE REPAIRS/MA	108.69 03/22	CP1971133510	SC-2019-0855000	624053	EQUIPMENT
	SYSTEMS LLC DBA GOODYEAR TIRE					
80088545	WINGFOOT COMMERCIAL TIRE REPAIRS/MA	2,283.64 03/22	CP1971134125	SC-2019-0855000	624055	EQUIPMENT
	SYSTEMS LLC DBA GOODYEAR TIRE					

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00578594	WSCCCE, AFSCME, AFL-CIO	IN107630	-	624371	WSCCCE AFSCME AFL
291.20	03/26				
80088783	WSF LLC	CP32769	SC-2018-0424000	624342	EQUIPMENT
51.32	03/26				
	dba WESTERN SYSTEMS &				
80088783	WSF LLC	CP32768	SC-2018-0424000	624343	EQUIPMENT
49.15	03/26				
	dba WESTERN SYSTEMS &				
80088631	ZAYO GROUP HOLDINGS INC	CP202103000422	SC-2016-0941000	623963	TELEPHONE
1,332.37	03/23				
80088784	ZERO DB COMMUNICATIONS LLC	CPRETAINAGE	SC-2020-0504000	624173	BUILDING
2,519.66	03/26				

80088784 ZERO DB COMMUNICATIONS LLC  
IRRI 718.10 03/26

CPRETAINAGE

SC-2020-0384000 624174 LANDSCAPING AND

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TOTAL 6,452,218.16

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APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	630,702.06
1100	STREET FUND	58,212.15
1200	CODE ENFORCEMENT FUND	7,818.52
1300	LIBRARY FUND	34,176.06
1380	TRAFFIC CALMING MEASURES	91.89
1400	PARKS AND RECREATION FUND	46,086.84
1460	PARKING METER REVENUE FUND	7,867.09
1620	PUBLIC SAFETY & JUDICIAL GRANT	3,368.65
1625	PUBLIC SAFETY PERSONNEL FUND	8,873.38
1630	COMBINED COMMUNICATIONS CENTER	7,922.23
1640	COMMUNICATIONS BLDG M&O FUND	245.03
1680	CD/HS OPERATIONS	11,280.57
1970	FIRE/EMS FUND	251,094.87
3200	ARTERIAL STREET FUND	6,771.19
4100	WATER DIVISION	184,419.76
4250	INTEGRATED CAPITAL MANAGEMENT	113,050.89
4300	SEWER FUND	288,888.14
4480	SOLID WASTE FUND	266,589.34
4600	GOLF FUND	6,707.19
4700	DEVELOPMENT SVCS CENTER	46,711.29
5100	FLEET SERVICES FUND	238,591.51
5200	PUBLIC WORKS AND UTILITIES	26,718.53
5300	IT FUND	105,212.04
5310	IT CAPITAL REPLACEMENT FUND	21,345.83
5400	REPROGRAPHICS FUND	1,776.31
5500	PURCHASING & STORES FUND	4,357.93
5600	ACCOUNTING SERVICES	21,034.63
5700	MY SPOKANE	5,268.38
5750	OFFICE OF PERFORMANCE MGMT	4,568.12
5800	RISK MANAGEMENT FUND	6,806.98
5810	WORKERS' COMPENSATION FUND	3,406.74
5820	UNEMPLOYMENT COMPENSATION FUND	69.80
5830	EMPLOYEES BENEFITS FUND	1,175,432.20
5900	ASSET MANAGEMENT FUND OPS	39,781.36
5901	ASSET MANAGEMENT FUND CAPITAL	4,559.02
6060	EMPLOYEES' RETIREMENT FUND	2,242.41
6070	FIREFIGHTERS' PENSION FUND	35,040.08
6080	POLICE PENSION FUND	177,471.38
6730	PARKING & BUSINESS IMPROV DIST	20,054.21
6960	SALARY CLEARING FUND NEW	2,577,603.56
TOTAL:		6,452,218.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

ADVANCED RADON TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088582	7,064.83
ASSN OF WASHINGTON CITIES	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088708	99,353.00
LEE & HAYES PC	LEGAL SERVICES ACH PMT NO. - 80088614	572.00
MERCER TRUCKING COMPANY INC ATTN: SONIA HANNING	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00578504	330.00
SPACK SOLUTIONS INC ATTN: ROBERT ANKLAM	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00578505	70.00
THOMAS W MCLANE dba MCLANE LAW PLLC	LEGAL SERVICES CHECK NO. - 00578431	731.25
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	34.19

TOTAL FOR 0020 - NONDEPARTMENTAL 108,155.27

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	762.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	972.40

TOTAL FOR 0030 - POLICE OMBUDSMAN 2,010.10

## 0100 - GENERAL FUND

CARA GEORGE-PARAS HOMES 603 N HAVANA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00578567	167.81
SIMPLIFILE LC	OTHER PREPAYMENTS ACH PMT NO. - 80088760	2,000.00

TOTAL FOR 0100 - GENERAL FUND 2,167.81

## 0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	735.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,356.35
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US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	3,079.76

TOTAL FOR 0230 - CIVIL SERVICE	6,171.11
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0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088525	4,251.71
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	270.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	1,356.24
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	1,791.04

TOTAL FOR 0260 - CITY CLERK	7,668.99
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0300 - HUMAN SERVICES

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	55.95

TOTAL FOR 0300 - HUMAN SERVICES	55.95
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0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	1,300.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80088632	3,500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	3,903.11
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	4,812.67
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80088698	1,043.60

TOTAL FOR 0320 - COUNCIL	14,559.38
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	505.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	2,192.80
US BANK TRUST NA	RETIREMENT	



OR CITY OF SPOKANE	ACH PMT NO. - 80088778	2,923.28
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TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	5,621.08
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0370 - ENGINEERING SERVICES

BUDINGER & ASSOCIATES INC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80088712	2,453.25

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80088720	813.72

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	3,155.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	12,646.48

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	16,536.13

TOTAL FOR 0370 - ENGINEERING SERVICES	35,604.58
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0410 - FINANCE

COMCAST	MOBILE BROADBAND	
	ACH PMT NO. - 80088718	85.05

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	760.01

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088747	1,712.30

NBS GOVERNMENT FINANCE GROUP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80088560	12,232.61

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	2,294.11

US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	139.47-

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	2,659.38

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	3,429.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE	23,033.71
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0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	152.26

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	754.42

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	1,017.33

TOTAL FOR 0430 - GRANTS MANAGEMENT	1,924.01
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0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	95.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	625.81
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	814.16

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	1,534.97
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0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	100.00
SPOKANE COUNTY AUDITOR	LEGAL SERVICES	
SPOKANE COUNTY COURTHOUSE	ACH PMT NO. - 80088766	103.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	508.35
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	420.32

TOTAL FOR 0470 - HISTORIC PRESERVATION	1,132.17
--	----------

0500 - LEGAL

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	
CBS REPORTING INC	ACH PMT NO. - 80088651	46.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80088657	571.11

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80088657	282.06
C & C YARD CARE	SNOW REMOVAL SERVICES	
	ACH PMT NO. - 80088586	342.49
COWLES PUBLISHING COMPANY	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
dba SPOKESMAN-REVIEW	ACH PMT NO. - 80088722	103.48
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	1,915.00
INTERMOUNTAIN CLEANING	LAUNDRY/JANITORIAL SERVICES	
SERVICE INC	ACH PMT NO. - 80088743	1,640.00

THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80088627	4,669.44
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	22.29
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	0.14-
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	8,991.25
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	11,692.16
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80088780	50.15

TOTAL FOR 0500 - LEGAL	-----	30,325.79
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	450.00
STRATEGIC GOVERNMENT RESOURCES	CONTRACTUAL SERVICES	
INC	ACH PMT NO. - 80088571	17,233.33
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	1,674.91
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	1,550.80

TOTAL FOR 0520 - MAYOR	-----	20,909.04
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0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	105.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	825.61
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	1,081.76

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	-----	2,012.37
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0560 - MUNICIPAL COURT

AMY GRINWIS	CASH OVER/SHORT	
924 E MONTGOMERY AVE	CHECK NO. - 00578506	400.00
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80088728	500.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	1,975.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80088686	340.00
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00578437	105.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	185.72
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	8,408.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	11,222.20
WA STATE BAR ASSOCIATION LB 1035	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00578438	50.00

TOTAL FOR 0560 - MUNICIPAL COURT	23,186.91
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0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	510.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	683.44

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,353.81
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0620 - HUMAN RESOURCES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	727.52
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES CHECK NO. - 00578573	1,153.25
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,471.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	3,175.41

TOTAL FOR 0620 - HUMAN RESOURCES	7,527.55
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0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	955.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80088766	108.50

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	3,455.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	4,621.44

TOTAL FOR 0650 - PLANNING SERVICES	-----	9,140.03
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#### 0680 - POLICE

ALLPAK CONTAINER INC DBA ALLPAK TROJAN EAST	OPERATING SUPPLIES CHECK NO. - 00578547	1,305.62
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80088718	2,050.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	83,484.63
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	145.52
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00578586	13.77-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	40,418.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	24,430.53
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00578592	142,823.64

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

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00578593	650.00
ZERO DB COMMUNICATIONS LLC	BUILDING IMPROVEMENTS ACH PMT NO. - 80088784	2,519.66

TOTAL FOR 0680 - POLICE	-----	297,814.83
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#### 0690 - PROBATION SERVICES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80088668	7.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	795.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,870.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	3,868.64
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088780	114.36

TOTAL FOR 0690 - PROBATION SERVICES

7,656.21

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088656	29.63
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088657	571.11
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088657	282.06
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80088732	7.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	1,410.00
INTERMOUNTAIN CLEANING SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088743	1,640.00
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO. - 80088573	617.50
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80088574	1,312.65
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	6,467.29

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	8,081.28
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TOTAL FOR 0700 - PUBLIC DEFENDER

20,418.76

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	257.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	360.16

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN

717.63

1100 - STREET FUND

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80088730	5,037.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	4,655.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00578585	18,166.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	24,353.06
WA STATE DEPT OF LABOR & INDUSTRIES	PERMITS/OTHER FEES CHECK NO. - 00578588	6,000.00

TOTAL FOR 1100 - STREET FUND	58,212.15
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1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80088716	116.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	765.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	3,165.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	3,772.03

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	7,818.52
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	2,255.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	161.43
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00578586	3.18-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	13,822.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	17,940.02

TOTAL FOR 1300 - LIBRARY FUND	34,176.06
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1380 - TRAFFIC CALMING MEASURES

ALEKSANDR RYAKHOVSKIY 2307 E SOUTH CRESCENT AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00578509	13.00
DELOY A HARRIS 1215 N HELENA ST	PHOTO RED FINES CHECK NO. - 00578508	21.39
HARDWOODS SPECIALTY PRO LEASE PLAN USA LT	PHOTO RED FINES CHECK NO. - 00578507	57.50

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	91.89
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## 1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80088651	258.50
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80088718	108.36
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	4,223.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	147.08
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	18,872.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	22,477.30
TOTAL FOR 1400 - PARKS AND RECREATION FUND		46,086.84

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	456.88
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088747	1,476.69
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	311.64
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,424.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	3,196.98
TOTAL FOR 1460 - PARKING METER REVENUE FUND		7,867.09

## 1620 - PUBLIC SAFETY &amp; JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	1,165.42
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	306.58
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00578592	1,896.65
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		3,368.65

## 1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	1,950.49
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578557	457.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	1,361.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	490.66
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00578592	4,613.58
		-----
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		8,873.38

1630 - COMBINED COMMUNICATIONS CENTER

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	476.01
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578557	623.39
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,966.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	3,856.33
		-----
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		7,922.23

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088721	245.03
		-----
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		245.03

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	643.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	5,241.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	5,395.54
		-----
TOTAL FOR 1680 - CD/HS OPERATIONS		11,280.57

1970 - FIRE/EMS FUND

AT&T MOBILITY	CELL PHONE
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	CHECK NO. - 00578501	8.24
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00578548	747.34
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80088718	371.95
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80088670	431.76
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088670	108.93
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088673	35.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80088607	3,750.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	9,779.47
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578557	42,365.15
JAMES C BRUNER	MINOR EQUIPMENT ACH PMT NO. - 80088703	195.58
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00578520	283.14
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00578520	152.46
NORTHWEST RIVER SUPPLIES INC	MINOR EQUIPMENT ACH PMT NO. - 80088755	2,869.96
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088622	5,001.24
SPOKANE FIRE DEPARTMENT IMPREST FUND	POSTAGE CHECK NO. - 00578582	15.50
THE HIDE OUT/ROYCE SHIELDS	MINOR EQUIPMENT ACH PMT NO. - 80088775	2,646.28
THE HIDE OUT/ROYCE SHIELDS	MISC SERVICES/CHARGES ACH PMT NO. - 80088695	245.02
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088696	178.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	162.86
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00578586	5.03-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	25,179.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	5,517.49

WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00578592	151,054.76

TOTAL FOR 1970 - FIRE/EMS FUND	251,094.87
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3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80088712	6,751.19

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00578581	10.00

SPOKANE COUNTY TREASURER	RIGHT OF WAY	
	CHECK NO. - 00578580	10.00

TOTAL FOR 3200 - ARTERIAL STREET FUND	6,771.19
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088581	354.89

BRENDA SIMPSON	REFUNDS	
13505 E BROADWAY AVE APT 113	CHECK NO. - 00578512	447.66

CINTAS CORPORATION NO 3	LAUNDRY/JANITORIAL SERVICES	
LOC 606	ACH PMT NO. - 80088588	945.71

CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80088592	15,395.61

CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80088594	19,084.79

EDUARD TARUSOV	REFUNDS	
716 S REBECCA ST	CHECK NO. - 00578560	10.96

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088603	561.44

FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80088604	946.32

GORLEY LOGISTICS LLC	CONTRACTUAL SERVICES	
dba FIKES NORTHWEST	ACH PMT NO. - 80088605	43.45

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	7,830.00

INDUSTRIAL COMMERCIAL SERVICE	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088608	988.00

K & L GATES LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088611	3,238.55

L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088616	3,050.00

MATTHAEUS CAVANAH	PERMITS/OTHER FEES	
	CHECK NO. - 00578424	187.00
MICHELE A LAGE	REFUNDS	
919 W CRESTLINE AVE	CHECK NO. - 00578563	370.19
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088617	153.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEPTUNE TECHNOLOGY GROUP INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088682	27,889.19
NICHOLAS HAUCK	REFUNDS	
399 SHORELINE PKWY	CHECK NO. - 00578559	18.79
PIERSON CONSTRUCTION	WATER HYDRANT INSTALLATION	
ATTN: JUSTIN	CHECK NO. - 00578513	402.86
PRESTON J COOPER-HAWKINS	PERMITS/OTHER FEES	
	CHECK NO. - 00578426	157.00
RC SCHWARTZ & ASSOCIATES INC	REFUNDS	
159 S COWLEY ST	CHECK NO. - 00578561	183.35
RYAN CLEVELAND	PERMITS/OTHER FEES	
	CHECK NO. - 00578503	58.00
SARAH HESSLINK	REFUNDS	
2210 S FOREST ESTATES DR	CHECK NO. - 00578562	1,276.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088688	584.45
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00578579	10,648.89
TILTON EXCAVATING LLC	REFUNDS	
PO BOX 429	CHECK NO. - 00578510	15.32
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	37.64
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00578586	14.45-
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	31,813.83
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	41,926.87
VAN NESS FELDMAN LLP	LEGAL SERVICES	
	ACH PMT NO. - 80088779	880.00
WA DOT REAL ESTATE	REFUNDS	
2714 N MAYFAIR ST	CHECK NO. - 00578511	100.58
WESTERN STATES EQUIPMENT CO	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80088630	14,363.47
WHIPPLE CONSULTING ENGINEERS	WATER HYDRANT INSTALLATION	
ATTN: CAMDEN ROBINSON	CHECK NO. - 00578430	470.25

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TOTAL FOR 4100 - WATER DIVISION

184,419.76

4250 - INTEGRATED CAPITAL MANAGEMENT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80088712	21,326.97
CITY OF SPOKANE VALLEY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00578551	200.00
EDUARD TARUSOV 716 S REBECCA ST	REFUNDS CHECK NO. - 00578560	6.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	855.00
JACOBS ENGINEERING GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80088640	3,719.95
KEVIN PICANCO	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088786	270.00
NICHOLAS HAUCK 399 SHORELINE PKWY	REFUNDS CHECK NO. - 00578559	28.43
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00578579	65.98
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80088693	74,300.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	3,590.64
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	4,759.42
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80088649	3,928.20

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT

113,050.89

4300 - SEWER FUND

MICHELE A LAGE 919 W CRESTLINE AVE	REFUNDS CHECK NO. - 00578563	8.36
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TOTAL FOR 4300 - SEWER FUND

8.36

4310 - SEWER MAINTENANCE DIVISION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088584	722.00
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80088589	3,094.28
ERIC J SANCHEZ	PERMITS/OTHER FEES CHECK NO. - 00578433	215.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80088603	26.79
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80088733	1,808.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	2,485.00
MICHAEL KREITZ	PERMITS/OTHER FEES CHECK NO. - 00578429	88.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	9,155.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	12,047.58
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088629	2,419.89
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00578434	1,556.62
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088783	100.47

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION ----- 33,719.20

4320 - RIVERSIDE PARK RECLAMATION FAC

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ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80088583	848.00
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80088585	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088585	16,166.39
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088585	17,414.33
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80088660	1,202.32
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088588	4,923.98
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088590	17,537.10
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088667	2,797.66
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80088601	412.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GEORGE HAKALA	MINOR SAFETY EQUIPMENT CHECK NO. - 00578427	180.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088605	50.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	6,100.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088609	21,793.79
JOHNSON CONTROLS FIRE PROTECTION LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088641	13,912.26
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088612	38,079.63
MONTROSE ENVIRONMENTAL GROUP DBA ENTHALPY ANALYTICAL, LLC	TESTING SERVICES ACH PMT NO. - 80088600	5,400.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80088602	39.50
TESTCOMM LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088626	2,750.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	25,815.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	33,912.99
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80088629	874.99

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 210,676.87

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088584	721.99
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088585	7,473.44
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088585	10.73
BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088712	23,690.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	1,290.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80088602	135.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY
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EMP BENEFITS ( CITY )	CHECK NO. - 00578585	4,203.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	5,500.58
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088629	390.08
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80088629	322.92
WILLIAM J SCHMIDT	PERMITS/OTHER FEES ACH PMT NO. - 80088633	102.00

TOTAL FOR 4330 - STORMWATER	-----	43,839.83
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4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	244.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	324.64

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	-----	643.88
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4480 - SOLID WASTE FUND

RC SCHWARTZ & ASSOCIATES INC 159 S COWLEY ST	REFUNDS CHECK NO. - 00578561	4.36
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TOTAL FOR 4480 - SOLID WASTE FUND	-----	4.36
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4490 - SOLID WASTE DISPOSAL

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80088651	54.00
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088705	7,149.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088634	19,002.09
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00578423	156.89
DIAMOND TECHNOLOGIES INNOVATIONS, INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088597	5,449.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80088599	421.81
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80088603	226.05



FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80088603	151.68
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088603	168.21
FELTON FIRE SERVICE LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088731	827.05
FOUST FABRICATION CO DBA FOUST FAB & ERECTORS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088637	34,260.15
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80088605	7.24
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00578428	500.00
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088738	2,017.47
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088741	3,104.70
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	3,660.00
JENNIFER LENZ 4123 E 24TH AVE	WTE DISPOSAL CHECK NO. - 00578570	13.55
JEREMY ALBERTS 9516 E DAY ROAD	WTE DISPOSAL CHECK NO. - 00578569	37.25
K & L GATES LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80088611	4,468.45
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088615	784.00
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80088750	7,400.00
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES CHECK NO. - 00578432	1,089.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088642	2,800.18
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088754	6,417.26
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80088643	564.95

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088683	6,575.83
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088756	15,479.95
PURE PROCESS FILTRATION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088623	1,268.06

RIPPLINGER ENGINEERING LABORATORIES	PROFESSIONAL SERVICES ACH PMT NO. - 80088758	350.00
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80088646	35,582.76
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088628	114.41
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	171.17
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	18,361.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	23,439.05

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	202,073.88
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4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80088651	60.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088527	1,973.16
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088527	1,730.64
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088714	4,039.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	4,350.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	18,741.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	25,086.47

TOTAL FOR 4500 - SOLID WASTE COLLECTION	-----	55,980.69
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4530 - SOLID WASTE LANDFILLS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00578425	63.15
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80088718	105.00
JACOBS/CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO. - 80088713	8,063.00
SPOKANE COUNTY TREASURER	WA DEPT OF REVENUE ACH PMT NO. - 80088690	120.00
WA STATE DEPT OF ECOLOGY	WA DEPT OF ECOLOGY	

CASHERING UNIT	ACH PMT NO. - 80088782	179.26
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TOTAL FOR 4530 - SOLID WASTE LANDFILLS	8,530.41
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4600 - GOLF FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80088651	196.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	519.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	240.72
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	3,034.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	2,716.20

TOTAL FOR 4600 - GOLF FUND	6,707.19
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4700 - DEVELOPMENT SVCS CENTER

BALDWIN SIGN CO ATTN: NICOL J WHIPPLE	PERMIT REFUNDS PAYABLE CHECK NO. - 00578564	15.00
CENTRALSQUARE LLC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80088587	15,000.00
C&C WIRTH ELECTRIC LLC ATTN: CALEB WIRTH	PERMIT REFUNDS PAYABLE CHECK NO. - 00578568	40.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	2,689.00
INFINITE ELECTRIC CORP 1204 S PINES RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00578565	40.00
LEEANN KAY DUNCAN 3611 E LIBERTY AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00578566	203.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80088766	107.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	115.58
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	12,423.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	16,077.34

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	46,711.29
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5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00578546	115.31
ADVANCE AUTO PARTS	MINOR EQUIPMENT CHECK NO. - 00578416	20.63
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578416	273.49
AIR ELECTRIC TOOLS/SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088526	65.38
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088527	690.58
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088527	30.68
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088710	1,722.77
BOBCAT OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088711	4,242.21
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088735	7,479.49
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088530	217.70
CENTRAL MACHINERY SALES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00578549	26,018.33
CENTRAL MACHINERY SALES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578549	237.78
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088532	956.89
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80088714	413.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80088533	43,348.25
COBALT TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088717	44.73
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80088534	294.36
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80088535	129.08
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088536	2,743.41
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088666	6,673.89
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578417	71.11

ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088669	2,536.29
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80088729	486.78
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088543	500.99
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088734	3,654.68
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088673	2,865.71
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088736	152.63
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088726	7,853.48
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578553	1,694.92
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO. - 80088550	680.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	1,525.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00578419	4,962.49
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088549	154.31
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578558	236.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088678	674.75
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088746	3,856.10
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088547	213.71
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088556	233.33
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088752	1,734.11
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088753	89.61
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80088681	1,048.04
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088681	933.88
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80088561	288.16
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088563	3,085.14
OXARC INC	MINOR EQUIPMENT ACH PMT NO. - 80088564	31.38
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578420	81.11
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088685	1,639.75
PACWEST MACHINERY LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088565	353.93
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088565	11,511.17
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088566	2,125.60
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088568	613.59
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00578421	219.45
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088785	130.68
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578422	787.09

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088689	1,940.88
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088691	1,557.41
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088572	552.89
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088776	227.78
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088575	40,434.94
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	6,726.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	8,859.34
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088780	258.75
VERMEER OF WASHINGTON INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00578519	10,145.06
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00578591	170.45

WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088699	425.61
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088701	2,359.06
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088545	2,392.33
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088545	9,796.47
TOTAL FOR 5100 - FLEET SERVICES FUND		238,591.51

5200 - PUBLIC WORKS AND UTILITIES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80088593	74.58
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80088596	190.00
EDUARD TARUSOV 716 S REBECCA ST	REFUNDS CHECK NO. - 00578560	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	860.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NICHOLAS HAUCK 399 SHORELINE PKWY	REFUNDS CHECK NO. - 00578559	10.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	16,372.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	4,010.22
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	5,191.27

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	26,718.53
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5300 - IT FUND

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80088718	509.45
COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80088591	17,900.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	2,571.00
KOFF & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80088613	1,162.50
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80088619	3,630.00

OPPORTUNITY SPACE INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80088620	43,520.00
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80088624	800.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	13,620.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	16,699.09
WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80088618	3,467.50
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80088631	1,332.37

TOTAL FOR 5300 - IT FUND	-----	105,212.04
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5310 - IT CAPITAL REPLACEMENT FUND

INTELLECTYX INC	CAPITALIZED SOFTWARE ACH PMT NO. - 80088610	20,783.33
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STRUCTURED COMMUNICATION SYSTEMS INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80088625	562.50
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	21,345.83
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5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	180.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	685.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	910.56

TOTAL FOR 5400 - REPROGRAPHICS FUND	-----	1,776.31
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5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	484.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	1,664.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	2,209.45

TOTAL FOR 5500 - PURCHASING & STORES FUND	-----	4,357.93
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## 5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	2,195.29
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	8,080.94
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	10,758.40
TOTAL FOR 5600 - ACCOUNTING SERVICES		21,034.63

## 5700 - MY SPOKANE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80088651	135.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	360.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,047.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	2,725.78
TOTAL FOR 5700 - MY SPOKANE		5,268.38

## 5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	450.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	1,929.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	2,188.64
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,568.12

## 5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	35.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00578586	245.91
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00578586	107.99-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80088647	6,244.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	170.19

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	218.92

TOTAL FOR 5800 - RISK MANAGEMENT FUND	6,806.98
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5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	420.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	1,302.90
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	1,683.84

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	3,406.74
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	7.48
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00578585	26.88
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80088778	35.44

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	69.80
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5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80088724	13,357.50
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80088724	40,680.56
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80088740	2,768.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	245.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80088745	203,126.21
KEPRO ACQUISITIONS, INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80088552	4,500.00
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80088644	216,708.75
SPOKANE FIRE FIGHTERS BENEFIT	INSURANCE PREMIUMS	
TRUST	ACH PMT NO. - 80088769	692,230.00

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	796.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	1,019.31
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,175,432.20

5900 - ASSET MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088709	13,776.36
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80088709	4,086.97
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088662	2,011.40
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088662	1,566.82
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088672	231.41
FIRE PROTECTION SPECIALISTS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088672	130.68
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80088671	304.16
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO. - 80088742	873.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	435.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088675	2,780.48
MATT HOUSTON dba SKUNKWORKS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088761	3,300.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00578520	1,693.40
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00578520	2,259.67
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00578578	294.03
SAFETY KLEEN CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00578517	1,331.02
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	2,071.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	2,567.27
WALTER E NELSON CO	OPERATING SUPPLIES	

CHECK NO. - 00578591

67.49

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

39,781.36

## 5901 - ASSET MANAGEMENT FUND CAPITAL

ALL SURFACE ROOFING & WATER- PROOFING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088706	3,840.92
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ZERO DB COMMUNICATIONS LLC	LANDSCAPING AND IRRIGATION ACH PMT NO. - 80088784	718.10
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TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

4,559.02

## 6080 - POLICE PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80088697	150,000.00
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TOTAL FOR 6080 - POLICE PENSION FUND

150,000.00

## 6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00578555	260.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00578585	859.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80088778	1,123.20

TOTAL FOR 6100 - RETIREMENT

2,242.41

## 6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80088724	1,251.21
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80088724	18,666.00
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80088751	7,350.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80088644	7,772.87

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

35,040.08

## 6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80088724	1,013.55
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DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80088724	7,639.50
MOSS-ADAMS LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088751	7,350.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80088644	11,468.33
TOTAL FOR 6300 - POLICE PENSION		27,471.38

6730 - PARKING & BUSINESS IMPROV DIST

EAST SPOKANE BUSINESS ASSOCIATION	OTHER MISC CHARGES	
	ACH PMT NO. - 80088539	16,148.80
FLT CRESCENT LLC	SPECIAL ASSESSMENT PRIN (CURR)	
2082 MICHELSON DR 4TH FLR	CHECK NO. - 00578515	2,703.34
FRUCI FAMILY LLC	SPECIAL ASSESSMENT PRIN (CURR)	
23 E HIGH DR	CHECK NO. - 00578572	611.69
KENNETH BROOKS TRUST A	SPECIAL ASSESSMENT PRIN (CURR)	
C/O SELKIRK REAL ESTATE	CHECK NO. - 00578514	255.97
POLKA DOT POTTERY	SPECIAL ASSESSMENT PRIN (CURR)	
808 W MAIN AVE #225	CHECK NO. - 00578571	334.41
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		20,054.21

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC	
	ACH PMT NO. - 80088704	20,856.14
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00578550	700.44
DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00578552	350.00
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80088725	110.00
EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80088727	17.50
HUMAN RESOURCES	HUMAN RESOURCES	
RE: PARKING FEES	CHECK NO. - 00578554	1,021.50
ICMA RETIREMENT TRUST 457	ICMA RETIREMENT TRUST 457D	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	263,499.68
ICMA RETIREMENT TRUST 457	ICMA ROTH IRA	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00578555	16,411.74
ICMA RETIREMENT TRUST 457 LOAN	ICMA RETR 457D LOAN PAYMENT	
PAYMENT	CHECK NO. - 00578556	55,605.47

ING LIFE INSURANCE & ANNUITY  
OR CITY OF SPOKANE TREASURER

ING LIFE INSURANCE&ANNUITY CO  
CHECK NO. - 00578557

74,262.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JUNE WALLACE	JUNE WALLACE CHECK NO. - 00578590	1,044.85
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80088748	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80088749	2,770.96
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00578574	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00578575	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00578576	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80088737	636.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00578577	428.43
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80088757	3,633.97
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80088757	15,710.97
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80088767	59,731.50
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80088767	3,026.80
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80088768	1,692.30
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80088762	757.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80088763	3,174.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80088770	863.19
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80088765	25,084.21
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80088764	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80088772	430.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80088774	296.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO (VL/E) ACH PMT NO. - 80088771	12,275.10
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80088771	225.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80088771	2,580.40
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00578583	297.67
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00578584	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80088777	337.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00578585	262,322.75
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00578585	699,377.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00578585	104,677.44
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80088778	415,545.69
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00578587	295.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80088781	27,270.17
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00578589	14,288.19
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00578592	484,115.72
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00578593	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00578594	291.20
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,577,603.56
TOTAL CLAIMS		6,452,218.16

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS			7.81
00578416	ADVANCE AUTO PARTS	294.12		
00578417	DIRECT AUTOMOTIVE DISTRIBUTI	71.11		
00578418	HI-LINE ELECTRIC CO	1,002.72		
00578419	INDUSTRIAL WELDING CO INC	4,962.49		
00578420	O'REILLY AUTOMOTIVE STORES I	81.11		
00578421	SAFETY KLEEN CORPORATION	219.45		
00578422	SIX ROBBLEES INC	787.09		
00578423	BROADWAY TRUCK STOP/DIV OF	156.89		
00578424	MATTHAEUS CAVANAH	187.00		
00578425	CENTURYLINK	63.15		
00578426	PRESTON J COOPER-HAWKINS	157.00		
00578427	GEORGE HAKALA	180.00		
00578428	GROUP W MARKETING INC	500.00		
00578429	MICHAEL KREITZ	88.00		
00578430	WHIPPLE CONSULTING ENGINEERS	470.25		
00578431	THOMAS W MCLANE	731.25		
00578432	MULTICARE HEALTH SYSTEMS	1,089.00		
00578433	ERIC J SANCHEZ	215.00		
00578434	WHITE BLOCK COMPANY INC	1,556.62		
00578435	ADVANCED FIRE SYSTEMS INC			269.00
00578436	WA STATE DEPT OF REVENUE			16,321.50
00578437	SPOKANE COUNTY BAR ASSN	105.00		
00578438	WA STATE BAR ASSOCIATION	50.00		
00578501	AT&T MOBILITY	8.24		
00578502	BOUND TREE MEDICAL LLC	98.14		
00578503	RYAN CLEVELAND	58.00		
00578504	MERCER TRUCKING COMPANY INC	330.00		
00578505	SPACK SOLUTIONS INC	70.00		
00578506	AMY GRINWIS	400.00		
00578507	HARDWOODS SPECIALTY PRO LEAS	57.50		
00578508	DELROY A HARRIS	21.39		
00578509	ALEKSANDR RYAKHOVSKIY	13.00		
00578510	TILTON EXCAVATING LLC	15.32		
00578511	WA DOT REAL ESTATE	100.58		
00578512	BRENDA SIMPSON	447.66		
00578513	PIERSON CONSTRUCTION	402.86		
00578514	KENNETH BROOKS TRUST A	255.97		
00578515	FLT CRESCENT LLC	2,703.34		
00578516	ORKIN	196.02		
00578517	SAFETY KLEEN CORPORATION	1,331.02		
00578518	SPOKANE CITY TREASURER	240.18		
00578519	VERMEER OF WASHINGTON INC	10,145.06		
00578520	NATIONSERVE	4,388.67		
00578521	CENTURYLINK			1,424.66
00578522	GROUP W MARKETING INC			500.00
00578523	KNIGHT EQUIPMENT CO			2,100.00
00578524	AMBER BLACKWELDER			38.67
00578525	BETTY KING			10.00
00578526	BETTY KING			43.00
00578527	CHRISSY HUOTARI			68.00
00578528	ELIA JONES			65.00
00578529	JAMIE AQUINO			60.00

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00578530	JAMIE DENMARK			23.00
00578531	JAMIE DENMARK			171.00
00578532	JAMIE DENMARK			114.00
00578533	JEFF CHAMBERLAIN			69.00
00578534	JENNA GRIFFIN			3.42
00578535	PAMELA MEADE			29.00
00578536	REBECCA CHADWICK			59.48
00578537	SHELLYANN LEBAN			11.34
00578538	VOLUNTEER OF AMERICA			50.00
00578539	GEORGEN HOMES			1,300.00
00578540	SAFETY KLEEN CORPORATION			479.15
00578541	PEROVICH PARTNERS INC			67.41
00578542	SPOKANE CITY TREASURER			5,066.16
00578543	SWANSON'S REFRIGERATION &			141.57
00578544	THE TOLEDO TICKET CO			87.73
00578545	T-MOBILE			6.14
00578546	ADVANCE AUTO PARTS	115.31		
00578547	ALLPAK CONTAINER INC	1,305.62		
00578548	BOUND TREE MEDICAL LLC	649.20		
00578549	CENTRAL MACHINERY SALES INC	26,256.11		
00578550	CHILD SUPPORT SERVICES	700.44		
00578551	CITY OF SPOKANE VALLEY	200.00		
00578552	DANIEL H BRUNNER, TRUSTEE	350.00		
00578553	HI-LINE ELECTRIC CO	692.20		
00578554	HUMAN RESOURCES	1,021.50		
00578555	ICMA RETIREMENT TRUST 457	445,586.62		
00578556	ICMA RETIREMENT TRUST 457 LO	55,605.47		
00578557	ING LIFE INSURANCE & ANNUITY	117,707.88		
00578558	JIT TRUCK PARTS LLC	236.08		
00578559	NICHOLAS HAUCK	57.22		
00578560	EDUARD TARUSOV	27.26		
00578561	RC SCHWARTZ & ASSOCIATES INC	187.71		
00578562	SARAH HESSLINK	1,276.00		
00578563	MICHELE A LAGE	378.55		
00578564	BALDWIN SIGN CO	15.00		
00578565	INFINITE ELECTRIC CORP	40.00		
00578566	LEEANN KAY DUNCAN	203.00		
00578567	CARA GEORGE-PARAS HOMES	167.81		
00578568	C&C WIRTH ELECTRIC LLC	40.00		
00578569	JEREMY ALBERTS	37.25		
00578570	JENNIFER LENZ	13.55		
00578571	POLKA DOT POTTERY	334.41		
00578572	FRUCI FAMILY LLC	611.69		
00578573	MULTICARE HEALTH SYSTEMS	1,153.25		
00578574	NEW JERSEY SUPPORT PAYMENT	162.50		
00578575	OFFICE OF THE ATTORNEY GENER	273.50		
00578576	PEOPLE QUALIFIED COMMITTEE	15.35		
00578577	PRE-PAID LEGAL SERVICES INC	428.43		
00578578	ORKIN	98.01		
00578579	SPOKANE CITY TREASURER	10,474.69		
00578580	SPOKANE COUNTY TREASURER	10.00		
00578581	SPOKANE COUNTY TREASURER	10.00		
00578582	SPOKANE FIRE DEPARTMENT	15.50		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00578583	STATE DISBURSMENT UNIT	297.67		

00578584	UNITED STATES TREASURY	12.50		
00578585	US BANK OR CITY TREASURER	1,433,378.23		
00578586	US BANK	20,420.24		
00578587	WA GET PROGRAM	295.00		
00578588	WA STATE DEPT OF LABOR &	6,000.00		
00578589	WA STATE SUPPORT REGISTRY OR	14,288.19		
00578590	JUNE WALLACE	1,044.85		
00578591	WALTER E NELSON CO	237.94		
00578592	WASHINGTON LEOFF	784,504.35		
00578593	WESTERN STATES POLICE MEDICA	1,625.00		
00578594	WSCCCE, AFSCME, AFL-CIO	291.20		
00578595	BARBARA RICE			160.16
00578596	SUZANNE NELSON			38.00
00578597	PARK DEPT IMPREST FUND			200.42
80088525	ACCESS INFORMATION HOLDINGS	4,251.71		
80088526	AIR ELECTRIC TOOLS/SERVICE I	65.38		
80088527	AVISTA UTILITIES	4,425.06	11,541.06	
80088528	BAKER & TAYLOR BOOKS		12,687.99	
80088529	BATTERY SYSTEMS INC	322.17		
80088530	BUCK'S TIRE & AUTOMOTIVE	217.70		
80088531	CDW GOVERNMENT INC		2,654.27	
80088532	CINTAS CORPORATION NO 3	956.89	38.12	
80088533	CITY SERVICE VALCON LLC	43,348.25		
80088534	CONNELL OIL INC	294.36		
80088535	COPIERS NORTHWEST INC	129.08		
80088536	CUMMINS NORTHWEST LLC	9,406.07		
80088537	DELL MARKETING LP		14,435.99	
80088538	GWP HOLDINGS LLC	7,748.41		
80088539	EAST SPOKANE BUSINESS	16,148.80		
80088540	ELJAY OIL CO INC	1,132.02		
80088541	EVERGREEN STATE TOWING LLC	130.68		
80088542	SHELLEY FAIRWEATHER-VEGA		54.45	
80088543	FASTENAL CO	500.99		
80088544	BRIDGESTONE AMERICAS INC	6,408.43		
80088545	WINGFOOT COMMERCIAL TIRE	12,188.80		
80088546	GORDON TRUCK CENTERS INC DBA	2,076.88		
80088547	MCCOLLUM FORD SALES INC	213.71		
80088548	HELVETICKA INC		126,209.85	
80088549	INLAND PACIFIC HOSE & FITTIN	154.31		
80088550	HOME DEPOT USA INC	680.27		
80088551	KENWORTH SALES COMPANY	3,539.82		
80088552	KEPRO ACQUISTIONS, INC	4,500.00		
80088553	LEONE & KEEBLE INC		1,441,046.71	
80088554	LUCI CREATIVE LLC		22,715.25	
80088555	MCKINSTRY ESSENTION LLC		4,200.00	
80088556	MCCLOUGHLIN & EARDLEY GROUP	233.33		
80088557	MIDWEST TAPE		46.07	
80088558	MOTION AUTO SUPPLY	1,252.98		
80088559	NAPA AUTO PARTS	827.06		
80088560	NBS GOVERNMENT FINANCE GROUP	12,232.61		
80088561	NOVUS AUTO GLASS	288.16		
80088562	OVERDRIVE INC		4,762.87	

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80088563	OWEN EQUIPMENT CO	3,085.14		
80088564	OXARC INC	31.38		
80088565	PACWEST MACHINERY LLC	11,865.10		
80088566	PAPE MACHINERY INC	2,125.60		
80088567	PERKINS COIE LLP		1,379.70	

80088568	RACOM CORPORATION	613.59		
80088569	SOLID WASTE SYSTEMS INC	523.53		
80088570	SPOKANE HOUSE OF HOSE INC	1,050.87		
80088571	STRATEGIC GOVERNMENT RESOURC	17,233.33		
80088572	TACOMA SCREW PRODUCTS INC	552.89		
80088573	PAUL TAPIA	617.50		
80088574	THOMSON WEST	1,312.65		
80088575	TOBY'S BODY & FENDER INC	40,434.94		
80088576	VERIZON WIRELESS		2,746.22	
80088577	WALKER CONSTRUCTION INC		1,910,690.51	
80088578	WENDLE FORD NISSAN ISUZU	116.22		
80088579	WESTERN STATES EQUIPMENT CO	971.88		
80088580	JORDAN T BRIGGS		54.88	
80088581	ACTION MATERIALS	354.89		
80088582	ADVANCED RADON TECHNOLOGIES	7,064.83		
80088583	ALS LABORATORY GROUP	848.00		
80088584	ALSCO DIVISION OF ALSCO INC	1,443.99		
80088585	AVISTA UTILITIES	41,530.30		
80088586	C & C YARD CARE	342.49		
80088587	CENTRALSQUARE LLC	15,000.00		
80088588	CINTAS CORPORATION NO 3	5,869.69		
80088589	CITY SERVICE VALCON LLC	3,094.28		
80088590	COLUMBIA ELECTRIC SUPPLY/DIV	17,537.10		
80088591	COMPUNET INC	17,900.00		
80088592	CONSOLIDATED SUPPLY CO	15,395.61		
80088593	COPIERS NORTHWEST INC	74.58		
80088594	CORE & MAIN LP	19,084.79		
80088595	CXT INCORPORATED		106,748.70	
80088596	DEVRIES INFORMATION MANAGEME	190.00		
80088597	DIAMOND TECHNOLOGIES	5,449.72		
80088598	ELECTRIC CITY INC		437.52	
80088599	ELJAY OIL CO INC	421.81		
80088600	MONTROSE ENVIRONMENTAL GROUP	5,400.00		
80088601	EUROFINS FRONTIER GLOBAL	412.00		
80088602	TESTAMERICA LABORATORIES INC	174.50		
80088603	FASTENAL CO	1,134.17		
80088604	FERGUSON ENTERPRISES INC	946.32		
80088605	GORLEY LOGISTICS LLC	101.38		
80088606	GENERAL FIRE EXTINGUISHER		336.50	
80088607	GRADOVILLE ACTIVE TRAINING L	3,750.00		
80088608	INDUSTRIAL COMMERCIAL SERVIC	988.00		
80088609	INLAND ENVIRONMENTAL RESOURC	21,793.79		
80088610	INTELLECTYX INC	20,783.33		
80088611	K & L GATES LLP	7,707.00		
80088612	KEMIRA WATER SOLUTIONS INC	38,079.63		
80088613	KOFF & ASSOCIATES	1,162.50		
80088614	LEE & HAYES PC	572.00		
80088615	LOOMIS ARMORED US INC	784.00		

REPORT: PG3640 CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088616	L&T TRUCK DRIVER TRAINING IN	3,050.00		
80088617	NEPTUNE TECHNOLOGY GROUP INC	27,060.82		
80088618	WESLEY HOWARD MORRIS	3,467.50		
80088619	NORTHWEST OPEN ACCESS NETWOR	3,630.00		
80088620	OPPORTUNITY SPACE INC	43,520.00		
80088621	PETE LIEN & SONS INC	7,635.38		
80088622	PRO MECHANICAL SERVICES INC	5,001.24		
80088623	PURE PROCESS FILTRATION INC	1,268.06		
80088624	RIVER PARK SQUARE LLC	800.00		

80088625	STRUCTURED COMMUNICATION	562.50	
80088626	TESTCOMM LLC	2,750.00	
80088627	THOMSON WEST	4,669.44	
80088628	TRUE SEALS LLC	114.41	
80088629	VERIZON WIRELESS	4,007.88	
80088630	WESTERN STATES EQUIPMENT CO	14,363.47	
80088631	ZAYO GROUP HOLDINGS INC	1,332.37	
80088632	NICHOLAS ANTHONY FEDERICI	3,500.00	
80088633	WILLIAM J SCHMIDT	102.00	
80088634	AVISTA UTILITIES	19,002.09	
80088635	BUDINGER & ASSOCIATES INC	15,473.32	
80088636	CATHOLIC CHARITIES		
80088637	FOUST FABRICATION CO	34,260.15	
80088638	GOODWILL INDUSTRIES OF THE		
80088639	THE GUARDIANS FOUNDATION INC		
80088640	JACOBS ENGINEERING GROUP INC	3,719.95	
80088641	JOHNSON CONTROLS FIRE	13,912.26	
80088642	NALCO CO	2,800.18	
80088643	OIL RE-REFINING CO INC	564.95	
80088644	PREMERA BLUE CROSS OR	235,949.95	
80088645	SPOKANE NEIGHBORHOOD ACTION		
80088646	SPOKANE INT'L AIRPORT	35,582.76	
80088647	US BANK OR CITY TREASURER	6,244.95	
80088648	VOLUNTEERS OF AMERICA OF		
80088649	WA STATE DEPT/TRANSPORTATION	3,928.20	
80088650	CMR OPS, LLC		102.00
80088651	ACRANET CBS BRANCH/DIV OF	750.50	
80088652	ALEXON GROUP		230.73
80088653	ALSCO DIVISION OF ALSCO INC		123.37
80088654	AM HARDWARE CO		147.02
80088655	NORTHWEST INDUSTRIAL SERVICE		2,930.97
80088656	ARAMARK UNIFORM SERVICES	29.63	
80088657	AVISTA UTILITIES	1,706.34	64,623.50
80088658	A-L COMPRESSED GASES		117.61
80088659	CHRISTOPHER J BOVEY		500.00
80088660	BROWN AND CALDWELL	1,202.32	
80088661	CITY SERVICE VALCON LLC		1,552.54
80088662	COEUR D'ALENE SERVICE STATIO	3,578.22	
80088663	COMCAST		780.59
80088664	STEVE CONNER		2,963.24
80088665	CREEK AT QUALCHAN GOLF COURS		4,999.18
80088666	CUMMINS NORTHWEST LLC	11.23	
80088667	DALLY ENVIRONMENTAL LLC	2,797.66	
80088668	DEVRIES INFORMATION MANAGEME	7.50	

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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088669	ELJAY OIL CO INC	1,404.27		
80088670	FASTENAL CO	540.69		
80088671	GORLEY LOGISTICS LLC	304.16		14.48
80088672	FIRE PROTECTION SPECIALISTS	362.09		
80088673	GORDON TRUCK CENTERS INC DBA	823.91		
80088674	HELENA AGRI-ENTERPRISES			871.20
80088675	INLAND ELEVATOR LLC	2,780.48		
80088676	INLAND POWER & LIGHT CO			102.75
80088677	JACKHAMMER PROMOTIONS INC			177.94
80088678	KENWORTH SALES COMPANY	674.75		
80088679	LOOMIS ARMORED US INC	1,550.82		
80088680	MOTOROLA SOLUTIONS INC			106.54
80088681	NAPA AUTO PARTS	1,154.86		

80088682	NEPTUNE TECHNOLOGY GROUP INC	981.52	
80088683	ONLINE CLEANING SERVICES	6,575.83	
80088684	OXARC INC		6.21
80088685	PACWEST MACHINERY LLC	1,639.75	
80088686	RIVER PARK SQUARE LLC	340.00	
80088687	SANDBAGGERS CLUB LLC		3,536.29
80088688	SITEONE LANDSCAPE SUPPLY LLC	584.45	
80088689	SOLID WASTE SYSTEMS INC	1,417.35	
80088690	SPOKANE COUNTY TREASURER	120.00	
80088691	SPOKANE HOUSE OF HOSE INC	506.54	
80088692	STARPLEX CORP		1,760.00
80088693	SYSTEMS AND SOFTWARE INC	74,300.00	
80088694	T & T GOLF MANAGEMENT INC		5,676.67
80088695	THE HIDE OUT/ROYCE SHIELDS	2,825.96	
80088696	TRACE ANALYTICS LLC	178.00	
80088697	US BANK TRUST NA	150,000.00	
80088698	VERIZON WIRELESS	1,043.60	4,107.63
80088699	WENDLE FORD NISSAN ISUZU	309.39	
80088700	WESTERN EQUIPMENT DISTRIBUTO		16,924.44
80088701	WESTERN STATES EQUIPMENT CO	1,387.18	962.40
80088702	WILBUR ELLIS COMPANY		673.49
80088703	JAMES C BRUNER	195.58	
80088704	AFLAC/AMERICAN FAMILY LIFE	20,856.14	
80088705	AIRGAS SPECIALTY PRODUCTS IN	7,149.94	
80088706	ALL SURFACE ROOFING & WATER-	3,840.92	
80088707	AMERIGAS PROPANE LP		94.64
80088708	ASSN OF WASHINGTON CITIES	99,353.00	
80088709	AVISTA CORPORATION	17,863.33	
80088710	BATTERY SYSTEMS INC	1,400.60	
80088711	BOBCAT OF SPOKANE	4,242.21	
80088712	BUDINGER & ASSOCIATES INC	38,748.09	
80088713	JACOBS/CH2M HILL	8,063.00	
80088714	CINTAS CORPORATION NO 3	4,452.91	
80088715	CITY SERVICE VALCON LLC		461.55
80088716	CLARK'S CONTAINERS LLC	116.25	
80088717	COBALT TRUCK EQUIPMENT	44.73	
80088718	COMCAST	3,230.69	
80088719	STEVE CONNER		6,424.98
80088720	CONTRACT DESIGN ASSOCIATES I	813.72	
80088721	CONTROL SOLUTIONS NW INC	245.03	

REPORT: PG3640 CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088722	COWLES PUBLISHING COMPANY	103.48		
80088723	CREEK AT QUALCHAN GOLF COURS			7,867.53
80088724	DELTA DENTAL OF WASHINGTON	82,608.32		
80088725	DIGNITARY PROTECTION TEAM FU	110.00		
80088726	GWP HOLDINGS LLC	105.07		
80088727	EDU MEMBERSHIP FUND	17.50		
80088728	ENVIRONMENT CONTROL OF SPOKA	500.00		
80088729	EVERGREEN STATE TOWING LLC	356.10		
80088730	FASTENAL CO	5,037.76		
80088731	FELTON FIRE SERVICE LLC	827.05		
80088732	GORLEY LOGISTICS LLC	7.24		
80088733	FIRE CONTROL SPRINKLER SYSTE	1,808.15		
80088734	FLEET PAINTING INC	3,654.68		
80088735	BRIDGESTONE AMERICAS INC	1,071.06		
80088736	GRAINGER INC	152.63		
80088737	POLICE GUILD LEGAL DEFENSE	636.00		
80088738	HASKINS STEEL CO INC	2,017.47		

80088739	HELENA AGRI-ENTERPRISES		1,709.29
80088740	HRA VEBA TRUST	2,768.00	
80088741	HYDRAULICS PLUS INC	3,104.70	
80088742	HOME DEPOT USA INC	873.76	
80088743	INTERMOUNTAIN CLEANING	3,280.00	
80088744	IRRIGATION TECHNOLOGIES INC		2,873.48
80088745	KAISER FOUNDATION HEALTH PLA	203,126.21	
80088746	KENWORTH SALES COMPANY	316.28	
80088747	LOOMIS ARMORED US INC	1,638.17	
80088748	LTS & CPTS LEGAL DEFENSE FUN	44.00	
80088749	M & P ASSOCIATION	2,770.96	
80088750	MCCOY POWER CONSULTANTS INC	7,400.00	
80088751	MOSS-ADAMS LLP	14,700.00	
80088752	MOTION AUTO SUPPLY	481.13	
80088753	MOTION INDUSTRIES INC	89.61	
80088754	NORTHSTAR CHEMICAL INC	6,417.26	
80088755	NORTHWEST RIVER SUPPLIES INC	2,869.96	
80088756	PETE LIEN & SONS INC	7,844.57	
80088757	REHN & ASSOCIATES	19,344.94	
80088758	RIPPLINGER ENGINEERING	350.00	
80088759	SANDBAGGERS CLUB LLC		5,446.50
80088760	SIMPLIFILE LC	2,000.00	
80088761	MATT HOUSTON	3,300.00	
80088762	SPOKANE POLICE BENEFIT ASSOC	757.50	
80088763	SPOKANE POLICE CHAPLAIN	3,174.50	
80088764	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80088765	SPOKANE POLICE GUILD LONG	25,084.21	
80088766	SPOKANE COUNTY AUDITOR	319.50	
80088767	SPOKANE FIRE FIGHTERS BENEFI	62,758.30	
80088768	SPOKANE FIRE FIGHTERS BENEFI	1,692.30	
80088769	SPOKANE FIRE FIGHTERS BENEFI	692,230.00	
80088770	SPOKANE POLICE GUILD FRATERN	863.19	
80088771	STANDARD INSURANCE COMPANY	15,081.30	
80088772	SPOKANE POLICE SWAT TEAM	430.00	
80088773	T & T GOLF MANAGEMENT INC		5,236.11
80088774	SPOKANE POLICE TACTICAL TEAM	296.00	

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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088775	THE HIDE OUT/ROYCE SHIELDS	65.34		
80088776	TIFCO INDUSTRIES	227.78		
80088777	UNITED WAY	337.50		
80088778	US BANK TRUST NA	831,091.38		
80088779	VAN NESS FELDMAN LLP	880.00		
80088780	VERIZON WIRELESS	423.26		
80088781	WA ST COUNCIL OF CITY & COUN	27,270.17		
80088782	WA STATE DEPT OF ECOLOGY	179.26		
80088783	WSF LLC	100.47		
80088784	ZERO DB COMMUNICATIONS LLC	3,237.76		
80088785	SHAMROCK AUTOMOTIVE	130.68		
80088786	KEVIN PICANCO	270.00		
		6,452,218.16	3,555,263.94	280,612.21
		CITYWIDE TOTAL:		
		10,857,196.60		

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

04/12/2021

Date Rec'd

1/13/2021

Clerk's File #

CPR 2021-0002

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

LEONARD DAVIS 625-6028

Project #Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-CLAIMS-2021

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/2/2021.  
Total: \$3,060,673.13 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$2,358,668.17

Summary (Background)

Pages 1-39 Check numbers: 578598 - 578692 ACH payment numbers: 88787 - 89018 On file for review in City Clerks Office: 39 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 2,358,668.17

# Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study Session\OtherDivision Director

WALLACE, TONYA

Council SponsorFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

COTE, BRANDY

Additional ApprovalsPurchasing

REPORT: PG3620  
SYSTEM: FMSAP  
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APPROVAL FUND SUMMARY

DATE: 04/05/21  
TIME: 08:11  
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FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	219,752.94
1100	STREET FUND	74,645.63
1200	CODE ENFORCEMENT FUND	2,287.85
1300	LIBRARY FUND	10,775.26
1380	TRAFFIC CALMING MEASURES	838.55
1400	PARKS AND RECREATION FUND	22,041.04
1460	PARKING METER REVENUE FUND	7,492.87
1620	PUBLIC SAFETY & JUDICIAL GRANT	800.00
1630	COMBINED COMMUNICATIONS CENTER	2,175.15
1640	COMMUNICATIONS BLDG M&O FUND	1,461.41
1680	CD/HS OPERATIONS	248.66
1695	CDBG REVOLVING LOAN FUND	747.50
1940	CHANNEL FIVE EQUIPMENT RESERVE	1,435.28
1970	FIRE/EMS FUND	70,374.07
3200	ARTERIAL STREET FUND	18,970.48
3365	2018 UTGO LIBRARY CAPITAL BOND	9,349.28
4100	WATER DIVISION	166,419.14
4250	INTEGRATED CAPITAL MANAGEMENT	36,426.50
4300	SEWER FUND	212,745.18
4480	SOLID WASTE FUND	170,676.00
4600	GOLF FUND	9,479.41
4700	DEVELOPMENT SVCS CENTER	19,193.13
5100	FLEET SERVICES FUND	152,881.92
5200	PUBLIC WORKS AND UTILITIES	4,517.01
5300	IT FUND	10,122.48
5310	IT CAPITAL REPLACEMENT FUND	36,158.26
5400	REPROGRAPHICS FUND	58.87
5500	PURCHASING & STORES FUND	115.05
5600	ACCOUNTING SERVICES	1,529.89
5700	MY SPOKANE	24.98
5800	RISK MANAGEMENT FUND	82,914.54
5810	WORKERS' COMPENSATION FUND	5,536.55
5830	EMPLOYEES BENEFITS FUND	771,644.66
5900	ASSET MANAGEMENT FUND OPS	24,500.78
5901	ASSET MANAGEMENT FUND CAPITAL	4,549.79
5903	PROPERTY ACQUISITION FIRE	8,961.66
6060	EMPLOYEES' RETIREMENT FUND	160.00
6070	FIREFIGHTERS' PENSION FUND	127,949.59
6080	POLICE PENSION FUND	68,706.81
TOTAL:		2,358,668.17



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HONORABLE MAYOR  
AND COUNCIL MEMBERS

04/05/21  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

MCALOON LAW PLLC	LEGAL SERVICES ACH PMT NO. - 80088962	2,871.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80088872	57,547.04
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80088873	1,496.01
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	2,548.26
US CONFERENCE OF MAYORS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00578676	12,242.00

TOTAL FOR 0020 - NONDEPARTMENTAL	76,704.31
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## 0030 - POLICE OMBUDSMAN

NORTHWEST CORPORATE COUNSEL	LEGAL SERVICES ACH PMT NO. - 80088913	1,712.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088824	156.54

TOTAL FOR 0030 - POLICE OMBUDSMAN	1,868.54
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## 0100 - GENERAL FUND

ALLEN CONCRETE ATTN: QUIANA THOMPSON	PERMIT REFUNDS PAYABLE CHECK NO. - 00578678	100.00
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	DEPOSIT - RESTITUTION CHECK NO. - 00578690	82.53
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00578690	49,775.00
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00578691	2,204.00
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00578690	199.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80088930	218,755.89-

TOTAL FOR 0100 - GENERAL FUND	166,395.36-
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## 0230 - CIVIL SERVICE

HONORABLE MAYOR  
AND COUNCIL MEMBERS

04/05/21  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	29.62
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US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	0.00
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80088930	740.52
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088931	104.36
TOTAL FOR 0230 - CIVIL SERVICE		874.50
0260 - CITY CLERK		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	311.05
TOTAL FOR 0260 - CITY CLERK		311.05
0320 - COUNCIL		
SIGNS FOR SUCCESS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80088922	762.76
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	43.74
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	175.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80088930	180.00
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	0.89
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	16.02
TOTAL FOR 0320 - COUNCIL		1,178.41
0330 - PUBLIC AFFAIRS/COMMUNICATIONS		
JEFF C HUMPHREY	LOCAL MILEAGE ACH PMT NO. - 80088933	106.23
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80088930	53.37
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80088930	1,999.80
HONORABLE MAYOR AND COUNCIL MEMBERS		04/05/21 PAGE 4
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	1,272.61
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	80.96
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	

-

1.47

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

3,514.44

0350 - COMMUNITY CENTERS

MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80088812	29,166.66
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TOTAL FOR 0350 - COMMUNITY CENTERS

29,166.66

0370 - ENGINEERING SERVICES

RHODES CRANE & RIGGING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088869	4,203.54
TROXLER ELECTRONIC LABORATORIES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088875	1,989.66
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80088930	325.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	425.81
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	397.19
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	1,091.14
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	402.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80088930	38.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	8.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	1,420.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	24.38
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	14.31

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80088879	4,000.00
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TOTAL FOR 0370 - ENGINEERING SERVICES

14,340.02

0410 - FINANCE

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088810	871.11
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US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	39.09
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	3.48
TOTAL FOR 0410 - FINANCE		913.68
0430 - GRANTS MANAGEMENT		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	30.30
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	719.00
TOTAL FOR 0430 - GRANTS MANAGEMENT		749.30
0450 - NEIGHBHD HOUSING HUMAN SVCS		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	21.78
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	30.00
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80088930	238.99
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088878	208.72
WA STATE DEPT OF REVENUE	TVS/AUDIO VISUAL EQUIPMENT -	21.27
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		520.76
0470 - HISTORIC PRESERVATION		
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	246.67
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088878	105.05
TOTAL FOR 0470 - HISTORIC PRESERVATION		351.72
0500 - LEGAL		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088884	17.64
CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80088889	241.90

JRM ENTERPRISES INC	INTERPRETER COSTS	
DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80088907	3,802.50
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80088910	6.47
SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80088923	103.50
US BANK P CARD PAYMENTS	CLE TRAVEL	
	ACH PMT NO. - 80088930	50.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	565.78
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	655.00

TOTAL FOR 0500 - LEGAL	-----	5,442.79
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0520 - MAYOR

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80088930	250.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	37.86
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	239.79
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	100.00

TOTAL FOR 0520 - MAYOR	-----	627.65
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0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	300.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PUBLICATIONS	
	ACH PMT NO. - 80088930	341.97-

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	-----	41.97-
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0560 - MUNICIPAL COURT

AV CAPTURE ALL INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80088885	6,468.66
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80088943	110.00
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80088896	428.57
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80088810	3,368.22
SPOKANE MUNICIPAL COURT	BANK FEES	
PUBLIC SAFETY BUILDING	CHECK NO. - 00578689	83.97
UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES	
DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80088928	555.59
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80088930	300.00
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80088930	25.02
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80088930	12.44
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	420.91
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80088930	707.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	701.88
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	378.92
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80088930	37.00
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT	
	ACH PMT NO. - 80088930	796.95
VALLEY EMPIRE COLLECTIONS	CASH OVER/SHORT	
1718 W BROADWAY	CHECK NO. - 00578630	177.21

TOTAL FOR 0560 - MUNICIPAL COURT	14,573.18
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0570 - OFFICE OF HEARING EXAMINER

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	648.83

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	648.83
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0620 - HUMAN RESOURCES

US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80088930	333.99
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	25.01
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	444.31-
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80088930	99.90

TOTAL FOR 0620 - HUMAN RESOURCES

14.59

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	1,674.40
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	20.00

TOTAL FOR 0650 - PLANNING SERVICES

1,694.40

0680 - POLICE

CITY OF DEER PARK	OPERATING RENTALS/LEASES ACH PMT NO. - 80088941	240.00
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80088961	3,316.53
LEXIPOL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00578683	46,177.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80088921	3,000.00
SPECIAL SERVICES GROUP LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80088977	13,959.85
SPOKANE COPS	CONTRACTUAL SERVICES ACH PMT NO. - 80088978	104,004.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE CHAPLAINCY BOARD	CONTRACTUAL SERVICES ACH PMT NO. - 80088982	9,375.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80088930	225.00
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80088930	1,405.49
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	204.19
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80088930	473.24
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	4,610.99
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80088930	1,201.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	2,290.26
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	15,329.11



US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	1,124.73
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	24.65
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80088930	479.67
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	17,196.80
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80088930	476.97
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80088930	435.59
US BANK P CARD PAYMENTS	VETERINARY SERVICES ACH PMT NO. - 80088930	195.99
WA STATE DEPT OF REVENUE	CLOTHING -	16.54
WA STATE DEPT OF REVENUE	OFFICE FURNITURE (NON CAPITAL) -	106.89
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	26.84
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	564.81

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80088989	1,122.00
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TOTAL FOR 0680 - POLICE	-----	227,583.82
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0690 - PROBATION SERVICES

JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80088958	144.00
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80088930	410.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	57.71
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	219.44

TOTAL FOR 0690 - PROBATION SERVICES	-----	831.15
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0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80088895	932.75
PAUL TAPIA	LEGAL SERVICES	

TAPIA INVESTIGATIVE SERVICES	ACH PMT NO. - 80088927	1,430.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80088868	1,068.88
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80088930	408.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	288.98

TOTAL FOR 0700 - PUBLIC DEFENDER	-----	4,129.59
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0750 - COMMUNITY/ECONOMIC DEV DVSN

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088878	130.88
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80088878	20.00

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN	-----	150.88
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1100 - STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALPINE PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088936	22,197.30
ENNIS-FLINT TRADING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088949	20,406.34
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088874	23,149.42
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	1,041.08
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80088930	283.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	1,219.75
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	1,389.05
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	72.70
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80088930	27.45
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	28.91
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80088930	270.07
US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE ACH PMT NO. - 80088930	24.31

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	2,110.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	860.52
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80088930	706.26
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088930	28.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088987	355.85
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80088987	440.11
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	34.77
TOTAL FOR 1100 - STREET FUND		74,645.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1200 - CODE ENFORCEMENT FUND

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80088930	138.68
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	118.70
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80088930	219.89
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	87.76
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	1,211.00
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80088930	511.82
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,287.85

1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088930	260.83
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80088930	331.19
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80088930	520.94
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80088930	217.08
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80088930	1,137.74
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	721.28
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80088930	329.31
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80088930	704.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	1,595.90
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80088930	57.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80088930	401.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	368.94
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088930	3,088.25
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80088930	1,029.46
WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS	
	-	8.88
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	2.58

TOTAL FOR 1300 - LIBRARY FUND

-----  
10,775.26

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80088937	305.97
MATHEW J FAY 8610 KNUTSON RD	PHOTO RED FINES	
	CHECK NO. - 00578611	139.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	393.58

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

-----  
838.55

1400 - PARKS AND RECREATION FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80088930	876.58
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	122.81
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80088930	152.09
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80088930	609.42
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088930	448.37
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	2,350.01
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80088930	785.60
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE	
	ACH PMT NO. - 80088930	363.42

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US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80088930	4,424.28
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	1,102.78
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	21.76
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	6,220.16
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	129.59
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80088930	0.99
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80088930	450.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80088930	517.53
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	865.82
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	908.16
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80088930	1,472.28
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	11.57
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	61.16
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	85.12
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES	
	-	41.83
WA STATE DEPT OF REVENUE	SMALL TOOLS	
	-	19.71

TOTAL FOR 1400 - PARKS AND RECREATION FUND		----- 22,041.04
1460 - PARKING METER REVENUE FUND		
-----		
CENTURYLINK	TELEPHONE CHECK NO. - 00578625	133.68
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80088896	3,095.95
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	CONTRACTUAL SERVICES ACH PMT NO. - 80088950	3,267.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088810	753.88
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES CHECK NO. - 00578633	106.06
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	37.27
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	99.03
TOTAL FOR 1460 - PARKING METER REVENUE FUND		----- 7,492.87
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
-----		
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	800.00
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		----- 800.00
1630 - COMBINED COMMUNICATIONS CENTER		
-----		
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80088924	1,000.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	80.15
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	1,095.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		----- 2,175.15
1640 - COMMUNICATIONS BLDG M&O FUND		
-----		
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088894	747.33
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088894	49.44

FASTENAL CO

OPERATING SUPPLIES

ACH PMT NO. - 80088851

664.64

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

1,461.41

1680 - CD/HS OPERATIONS

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US BANK P CARD PAYMENTS

OFFICE SUPPLIES

ACH PMT NO. - 80088930

58.66

US BANK P CARD PAYMENTS

REGISTRATION/SCHOOLING

ACH PMT NO. - 80088930

190.00

TOTAL FOR 1680 - CD/HS OPERATIONS

248.66

1695 - CDBG REVOLVING LOAN FUND

US BANK P CARD PAYMENTS

SOFTWARE (NONCAPITALIZED)

ACH PMT NO. - 80088930

747.50

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND

747.50

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS

MINOR EQUIPMENT

ACH PMT NO. - 80088930

1,435.28

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE

1,435.28

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC

LAUNDRY/JANITORIAL SERVICES

ACH PMT NO. - 80088835

158.73

BOUND TREE MEDICAL LLC

SAFETY SUPPLIES

CHECK NO. - 00578624

128.86

CENTURYLINK

TELEPHONE

CHECK NO. - 00578625

273.16

CITY SERVICE VALCON LLC

MOTOR FUEL-OUTSIDE VENDOR

ACH PMT NO. - 80088843

7,477.95

FASTENAL CO

OPERATING SUPPLIES

ACH PMT NO. - 80088851

1,270.36

FASTENAL CO

REPAIR & MAINTENANCE SUPPLIES

ACH PMT NO. - 80088851

147.87

GALLS LLC

CLOTHING

ACH PMT NO. - 80088853

128.22

GORDON TRUCK CENTERS INC DBA  
PACIFIC TRUCK CENTERS

VEHICLE REPAIR & MAINT SUPPLY

ACH PMT NO. - 80088854

5.34

HRA VEBA TRUST

VEBA POST EMPLOYMENT

HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80088902	500.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088857	236.64

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088904	462.83
ICON CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088904	168.79
L N CURTIS & SONS	CLOTHING ACH PMT NO. - 80088845	101.73
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80088861	73.58
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088862	8,523.29
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80088863	43.37
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088863	2,227.50
PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088914	185.14
PLUMB LOCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088914	179.68
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088917	2,058.21
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088980	7,577.41
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80088924	19,000.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80088930	27.54
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80088930	565.14
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80088930	70.34
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	874.47
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	1,613.97
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80088930	9.76
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	855.69
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	932.57



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	1,102.04
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80088930	1,421.08
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	75.32
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80088930	1,605.14
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	170.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	2,261.34
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80088930	27.21
US BANK P CARD PAYMENTS	TELEPHONE ACH PMT NO. - 80088930	26.64
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80088930	9.80
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088930	6,938.38
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80088930	747.20
WA STATE DEPT OF REVENUE	CLOTHING -	19.67
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	12.46
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	79.65

TOTAL FOR 1970 - FIRE/EMS FUND

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70,374.07

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00578623	3,844.36
ALL STAR FENCE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80088831	7,623.00
JAMES M WALSH DBA 3526 E 5TH STREET LLC	RIGHT OF WAY ACH PMT NO. - 80088826	970.00
KPFF CONSULTING ENGINEERS	CONTRACTUAL SERVICES ACH PMT NO. - 80088860	6,533.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND		18,970.48
3365 - 2018 UTGO LIBRARY CAPITAL BOND		
US BANK P CARD PAYMENTS	BUILDING CONSTRUCTION ACH PMT NO. - 80088930	9,349.28
TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND		9,349.28
4100 - WATER DIVISION		
ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80088830	548.29
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088935	2,855.93
ADAMS TRACTOR CO INC	MINOR EQUIPMENT CHECK NO. - 00578598	1,160.87
BLACK & VEATCH CORPORATION	CONTRACTUAL SERVICES ACH PMT NO. - 80088839	11,229.04
B-ONE LLC 5410 N GIRARD LANE	REFUNDS CHECK NO. - 00578612	41.48
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80088841	372.60
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088795	451.92
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80088797	3,307.94
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80088799	5,465.08
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80088858	3,507.70
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80088998	500.00
ELEMECH, INC.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088948	16,010.00
ELLER CORP ATTN:BUDDY	ESTIMATE/RELOCATE/TEST MAIN/HY CHECK NO. - 00578681	320.51
ELLER CORP ATTN:BUDDY	WATER HYDRANT INSTALLATION CHECK NO. - 00578681	169.96-
ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80088848	1,705.28

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES
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	ACH PMT NO. - 80088803	589.92
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088807	516.69
HATCH ASSOCIATES CONSULTANTS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80089006	53,637.00
L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088811	6,100.00
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088967	21.01
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80088789	65.34
OXARC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80088969	425.39
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088975	926.85
SPRING ENVIRONMENTAL INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80089015	9,619.24
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80088930	1,143.20
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	742.34
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80088930	1,051.37
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	4,972.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	1,171.03
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	642.03
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80088930	80.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	1,325.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088930	26,492.51
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	1,852.33
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	18.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	151.77
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	162.50

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	16.02
	-	
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	1,568.81
	-	
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER	5,821.79
	CHECK NO. - 00578617	

TOTAL FOR 4100 - WATER DIVISION	166,419.14
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#### 4250 - INTEGRATED CAPITAL MANAGEMENT

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00578623	427.77
ANDERSON ENVIRONMENTAL	CONSTRUCTION OF FIXED ASSETS	
CONSULTING LLC	ACH PMT NO. - 80088836	3,063.00
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80088840	15,524.66
B-ONE LLC	REFUNDS	
5410 N GIRARD LANE	CHECK NO. - 00578612	31.27
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80088844	821.54
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80088896	1,604.87
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80088866	13,388.49
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	707.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	757.90
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80088879	100.00

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	36,426.50
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#### 4300 - SEWER FUND

B-ONE LLC	REFUNDS	
5410 N GIRARD LANE	CHECK NO. - 00578612	112.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4300 - SEWER FUND	112.56
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#### 4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80088790	1,738.62

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80088790	1,378.18
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80088942	4,866.36
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088998	250.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088803	24.46
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80088821	9,582.92
US BANK P CARD PAYMENTS	COMPUTERS	
	ACH PMT NO. - 80088930	638.02
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	161.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	528.12
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	4,568.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	336.40
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	326.70
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80088930	7.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	800.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088930	1,673.95
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088930	1,168.49
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80088930	1,839.67
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80088930	327.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS	
	ACH PMT NO. - 80088930	108.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	10.65
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	
	-	28.17

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

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30,364.19

## 4320 - RIVERSIDE PARK RECLAMATION FAC

AAA SWEEPING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00578622	571.31
ACI MECHANICAL & HVAC SALES	OPERATING SUPPLIES ACH PMT NO. - 80088787	1,061.78
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80088834	260.00
CHRISTOPHER PETERSCHMIDT	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80088883	350.00
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088892	1,661.81
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80088998	500.00
EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088850	240.07
EYEMART EXPRESS LLC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80088802	594.70
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80088852	246.36
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLES ACH PMT NO. - 80088899	39,857.40
HARTFORD STEAM BOILER INSPECTION & INSURANCE COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088901	850.00
HUBER TECHNOLOGY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088856	14,628.91
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088808	6,666.05
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088859	139.40
LINKO TECHNOLOGY INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80088960	8,992.00

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MIDLAND SCIENTIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088813	86.64
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088865	6,186.39
PTC INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80088918	583.70
ROGERS MACHINERY COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088870	1,428.08
SPOKANE COUNTY TREASURER	WA DEPT OF REVENUE ACH PMT NO. - 80088872	17.70
STRUCTURED COMMUNICATION SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80088925	5,902.38

TESTAMERICA LABORATORIES INC DBA EUROFIN TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80088849	172.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088877	31,766.56
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	397.70
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80088930	7,157.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	318.03
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	42,909.40
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	400.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80088930	149.70
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	327.21
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	110.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	235.95
WA STATE DEPT OF REVENUE	MINOR SAFETY EQUIPMENT -	35.91
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	587.69
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	21.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	800.29
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TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	176,213.37
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088790	3,720.58
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80088790	388.72
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80088998	250.00
SHANE M DAVIS	PERMITS/OTHER FEES CHECK NO. - 00578601	143.00

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	94.85
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088930	1,223.78
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	26.57

TOTAL FOR 4330 - STORMWATER		5,847.50
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4360 - ENVIRONMENTAL PROGRAMS

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80088878	207.56

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		207.56
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4490 - SOLID WASTE DISPOSAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80088837	746.30
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80088838	157.91
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00578625	63.98
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80088842	11,165.17
DELL MARKETING LP %DELL USA LP	COMPUTERS	
	ACH PMT NO. - 80088896	316.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088998	500.00
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80088846	4,086.86
DRESSER RAND	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00578626	17,190.75
ELJAY OIL CO INC	LUBRICANTS	
	ACH PMT NO. - 80088847	2,040.62
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80088951	768.45
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80088951	1,775.89
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80088951	733.51
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80088951	70.21
FOUST FABRICATION CO	REPAIR & MAINTENANCE SUPPLIES	



DBA FOUST FAB & ERECTORS	ACH PMT NO. - 80088804	6,556.61
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088855	1,613.88
K & L GATES LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80088959	9,058.00
KRISTINE MAJOR	MINOR EQUIPMENT ACH PMT NO. - 80088882	189.38
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088967	716.13
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088967	326.53
NORTH COAST ELECTRIC COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088815	2,460.30
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088867	15,554.04
ROBERT M BROWN	PERMITS/OTHER FEES ACH PMT NO. - 80088881	190.00
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088876	110.17
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	123.90
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	280.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	1,012.08
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	546.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	3,411.38
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80088930	223.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80088930	443.53
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80088930	240.87
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80088930	128.83
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	968.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	15,649.67
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80088930	960.94

VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80088833	132.87
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	24.92
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	16.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	92.33
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	384.80

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	101,029.97
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4500 - SOLID WASTE COLLECTION

AUCA WESTERN FIRST AID & SAFETY LLC	OPERATING SUPPLIES ACH PMT NO. - 80088880	360.94
CDW GOVERNMENT INC	OFFICE SUPPLIES ACH PMT NO. - 80088889	172.79
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088940	4,350.46

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80088998	500.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80088952	72.42
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80088979	55,238.46
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	42.46
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	236.79
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	1,509.83
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80088930	336.45
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80088930	39.18
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088931	647.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	72.31

TOTAL FOR 4500 - SOLID WASTE COLLECTION	-----	63,579.09
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## 4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088837	2,641.38
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088842	38.66
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80088930	1,407.09
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	1,684.14
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	15.22
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	280.45
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		6,066.94

## 4600 - GOLF FUND

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80088930	704.65
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80088930	1,126.91
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	4,381.37
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	1,803.26
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80088930	1,435.82
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	19.51
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	7.89
TOTAL FOR 4600 - GOLF FUND		9,479.41

## 4700 - DEVELOPMENT SVCS CENTER

ABACUS ELECTRIC CONTRACTING ATTN: JONNIE HUSTON	PERMIT REFUNDS PAYABLE CHECK NO. - 00578631	40.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80088896	14,001.51
OK ELECTRIC INC 3721 E CENTRAL AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00578679	15.00
THE BARTON BOYS HEATING & A/C	PERMIT REFUNDS PAYABLE	

ATTN: HEATHER KOLP	CHECK NO. - 00578680	15.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80088930	790.00
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80088930	213.35
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	133.10
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80088930	41.97
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	389.98
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	233.28
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	300.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80088930	374.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80088878	2,262.71
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80088878	380.12
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.11

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

-----  
19,193.13

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578668	19.82
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80088886	33.09
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088938	646.68
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088983	3,457.37
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088954	1,337.22
BUCHANAN AUTOMATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088888	38.40
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088939	108.75
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088890	1,944.64

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80088942	52,156.46
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80088944	2,344.35
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088945	2,985.07
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578671	64.17
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80088950	473.72
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088956	1,010.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088956	58.49
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80088900	185.87
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088947	12,852.35
HYDRAULICS PLUS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088903	751.64
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088905	1,115.08
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578672	257.01
KAMAN FLUID POWER LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578677	655.27
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088909	533.95
LEAVITT MACHINERY USA INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578682	3,069.29
MARK HENDERSON DBA ONSITE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088818	255.91
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088911	324.52
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	MINOR EQUIPMENT ACH PMT NO. - 80088964	18.11
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088964	1,246.75
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80088965	213.36
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088965	804.03

NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578684	933.01
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088817	510.66
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088968	1,318.22
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088970	3,851.28
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088971	112.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088972	735.46
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00578673	3,718.83
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578685	152.58
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088821	626.18
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088976	1,527.42
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088981	102.32
SUPERIOR SIGNALS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578674	166.53
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088926	10.12
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088985	2,205.37
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088822	4,770.31
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088986	17,477.94
TRUCK VAULT	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00578675	126.32
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80088930	54.44
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	1,480.64
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	1,369.53
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	462.77
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	

	ACH PMT NO. - 80088930	254.42
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80088930	854.87
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	149.00
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088930	6,966.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	194.20
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088988	56.20
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088932	234.57
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80088806	2,308.68
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088955	11,085.84
WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO. - 80088934	103.46

TOTAL FOR 5100 - FLEET SERVICES FUND

-----  
152,881.92

5200 - PUBLIC WORKS AND UTILITIES

B-ONE LLC 5410 N GIRARD LANE	REFUNDS CHECK NO. - 00578612	10.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80088798	74.57
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80088912	4,040.19
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	214.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	86.97
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	56.14
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80088930	35.00

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

-----  
4,517.01

5300 - IT FUND

AT&T	TELEPHONE CHECK NO. - 00578669	101.25
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AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00578670	50.46

CDW GOVERNMENT INC	IT/DATA SERVICES	
	ACH PMT NO. - 80088889	1,084.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80088889	263.03

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80088893	176.05

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80088896	92.10

QLESS INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80088919	4,247.10

RINGCENTRAL INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80088973	416.48

US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80088930	22.80

US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80088930	557.71

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80088930	973.22

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	53.52

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	75.00

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	699.00

US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80088930	150.00

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80088930	49.95

WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	
	-	13.35

WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	
	-	4.45

WESLEY HOWARD MORRIS	ADVISORY TECHNICAL SERVICE	
DBA MORRIS NETWORK CONTRACTING	ACH PMT NO. - 80088966	1,092.50

TOTAL FOR 5300 - IT FUND		----- 10,122.48
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5310 - IT CAPITAL REPLACEMENT FUND

CDW GOVERNMENT INC	COMPUTERS	
	ACH PMT NO. - 80088993	1,895.19



DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80088896	26,383.07

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEXON COMPUTER INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80088898	7,236.00

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	644.00

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	36,158.26
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5400 - REPROGRAPHICS FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80088930	58.87

TOTAL FOR 5400 - REPROGRAPHICS FUND	-----	58.87
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5500 - PURCHASING & STORES FUND

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80088824	115.05

TOTAL FOR 5500 - PURCHASING & STORES FUND	-----	115.05
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5600 - ACCOUNTING SERVICES

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80088896	1,036.77

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	88.12

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80088930	230.00

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80088930	175.00

TOTAL FOR 5600 - ACCOUNTING SERVICES	-----	1,529.89
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5700 - MY SPOKANE

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80088930	24.98

TOTAL FOR 5700 - MY SPOKANE	-----	24.98
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5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80088929	82,914.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND		82,914.54
-----		
5810 - WORKERS' COMPENSATION FUND		
-----		
CDW GOVERNMENT INC	PERIPHERAL EQUIPMENT ACH PMT NO. - 80088889	406.72
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80088896	291.23
MSDSOONLINE INC DBA VELOCITY EHS	PROFESSIONAL SERVICES ACH PMT NO. - 80089010	4,672.55
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	166.05
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		5,536.55
-----		
5830 - EMPLOYEES BENEFITS FUND		
-----		
ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80088832	5,420.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80088999	51,466.09
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80088908	81,256.17
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80089007	136,661.96
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80088908	21,130.30
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80088916	51,282.30
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80088915	423,940.29
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80088920	440.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80088930	47.55
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		771,644.66
-----		
5900 - ASSET MANAGEMENT FUND OPS		
-----		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80088884	607.00

BLACK'S PAINTING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088887	435.60
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088891	460.65
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088891	204.59
DENNIS CLEAVENGER DBA DENNIS CLEAVENGER CONST	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088897	2,786.75
THRIFTY SUPPLY COMPANY INC	MINOR EQUIPMENT ACH PMT NO. - 80088984	10,092.31
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80088930	633.85
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	314.72
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80088930	163.34
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80088930	8,801.97
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		24,500.78
5901 - ASSET MANAGEMENT FUND CAPITAL		
SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	VEHICLES ACH PMT NO. - 80088871	4,083.75
US BANK P CARD PAYMENTS	VEHICLES ACH PMT NO. - 80088930	427.95
WA STATE DEPT OF REVENUE	VEHICLES -	38.09
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		4,549.79
5903 - PROPERTY ACQUISITION FIRE		
SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088871	8,167.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80088930	535.67
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80088930	213.97
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	25.48
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	19.04

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE

8,961.66

6100 - RETIREMENT

US BANK P CARD PAYMENTS

OTH DUES/SUBSCRIPTNS/MEMBERSHP  
ACH PMT NO. - 80088930

160.00

TOTAL FOR 6100 - RETIREMENT

160.00

6200 - FIREFIGHTERS' PENSION FUND

ALAN COLLINSON

SERVICE REIMBURSEMENT  
CHECK NO. - 00578600

50.00

ALLIANT INSURANCE SERVICES INC

INSURANCE ADMINISTRATION  
ACH PMT NO. - 80088832

1,665.00

BKD-HCN TENANT LLC  
DBA BROOKDALE NORTH SPOKANE

SERVICE REIMBURSEMENT  
CHECK NO. - 00578599

8,104.00

BKD-HCN TENANT LLC  
DBA BROOKDALE NORTH SPOKANE

SERVICE REIMBURSEMENT  
CHECK NO. - 00578599

100.00

FAIRWINDS SPOKANE LLC

SERVICE REIMBURSEMENT  
CHECK NO. - 00578605

35,440.00

FAIRWINDS SPOKANE LLC

SERVICE REIMBURSEMENT  
CHECK NO. - 00578605

8,780.00

HOME CARE ASSISTANCE OF  
WASHINGTON LLC

SERVICE REIMBURSEMENT  
CHECK NO. - 00578609

3,645.82

JOSEPH P PAULSON

SERVICE REIMBURSEMENT  
CHECK NO. - 00578614

79.49

MICHAEL D DONAHOE

SERVICE REIMBURSEMENT  
CHECK NO. - 00578602

179.00

NORTH RIDGE HOUSE INC

SERVICE REIMBURSEMENT  
ACH PMT NO. - 80088816

5,000.00

NORTH RIDGE HOUSE INC

SERVICE REIMBURSEMENT  
ACH PMT NO. - 80088816

3,850.00

PREMERA BLUE CROSS

INSURANCE ADMINISTRATION  
ACH PMT NO. - 80088916

6,098.90

PREMERA BLUE CROSS OR  
SPOKANE CITY TREASURER

SERVICE REIMBURSEMENT  
ACH PMT NO. - 80088915

54,524.38

ROBERT EDDIGHAUSEN

SERVICE REIMBURSEMENT  
CHECK NO. - 00578603

302.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RODNEY L HOLMES

SERVICE REIMBURSEMENT  
CHECK NO. - 00578608

71.00

SPOKANE EAR NOSE & THROAT  
CLINIC PS

SERVICE REIMBURSEMENT  
CHECK NO. - 00578615

60.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

127,949.59

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80088832	1,665.00
EASTERN WASHINGTON UNIVERSITY DENTAL DEPT	SERVICE REIMBURSEMENT ACH PMT NO. - 80088801	5,500.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00578605	8,280.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00578605	1,705.00
GILLESPIE, MAYNARD CITY RETIREEE	SERVICE REIMBURSEMENT CHECK NO. - 00578606	500.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00578607	5,500.00
MULTICARE HEALTH SYSTEMS DBA MULTICARE HOSPITAL	SERVICE REIMBURSEMENT CHECK NO. - 00578613	130.78
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80088915	43,620.55
RICHARD EDGAR	SERVICE REIMBURSEMENT CHECK NO. - 00578604	1,625.60
RICHARD JORGENSEN	SERVICE REIMBURSEMENT CHECK NO. - 00578610	99.88
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00578615	80.00

TOTAL FOR 6300 - POLICE PENSION

68,706.81

TOTAL CLAIMS

2,358,668.17

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,161.46	856.54	
00578598	ADAMS TRACTOR CO INC	1,160.87		
00578599	BKD-HCN TENANT LLC	8,204.00		
00578600	ALAN COLLINSON	50.00		
00578601	SHANE M DAVIS	143.00		
00578602	MICHAEL D DONAHOE	179.00		
00578603	ROBERT EDDIGHAUSEN	302.00		
00578604	RICHARD EDGAR	1,625.60		
00578605	FAIRWINDS SPOKANE LLC	54,205.00		
00578606	GILLESPIE, MAYNARD	500.00		
00578607	GN HEARING CARE CORPORATION	5,500.00		
00578608	RODNEY L HOLMES	71.00		
00578609	HOME CARE ASSISTANCE OF	3,645.82		
00578610	RICHARD JORGENSEN	99.88		
00578611	MATHEW J FAY	139.00		
00578612	B-ONE LLC	195.31		
00578613	MULTICARE HEALTH SYSTEMS	130.78		
00578614	JOSEPH P PAULSON	79.49		
00578615	SPOKANE EAR NOSE & THROAT	140.00		
00578617	WHITE BLOCK COMPANY INC	5,821.79		
00578618	CENTURYLINK		214.78	
00578619	CENTURY LINK		870.86	
00578620	JESSICA MAUCIONE		75.00	
00578621	WASHINGTON TRUST BANK		650.13	
00578622	AAA SWEEPING	571.31		
00578623	ABADAN REPROGRAPHICS	4,272.13		
00578624	BOUND TREE MEDICAL LLC	128.86		
00578625	CENTURYLINK	470.82		
00578626	DRESSER RAND	17,190.75		
00578627	VALLEY EMPIRE COLLECTIONS	55.73		
00578628	VALLEY EMPIRE COLLECTIONS	55.75		
00578629	VALLEY EMPIRE COLLECTIONS	25.73		
00578630	VALLEY EMPIRE COLLECTIONS	40.00		
00578631	ABACUS ELECTRIC CONTRACTING	40.00		
00578633	PEROVICH PARTNERS INC	106.06		
00578668	ADVANCE AUTO PARTS	19.82		
00578669	AT&T	101.25		
00578670	AT&T MOBILITY	50.46		
00578671	DIRECT AUTOMOTIVE DISTRIBUTI	64.17		
00578672	JIT TRUCK PARTS LLC	257.01		
00578673	SAFETY KLEEN CORPORATION	3,718.83		
00578674	SUPERIOR SIGNALS INC	166.53		
00578675	TRUCK VAULT	126.32		
00578676	US CONFERENCE OF MAYORS	12,242.00		
00578677	KAMAN FLUID POWER LLC	655.27		
00578678	ALLEN CONCRETE	100.00		
00578679	OK ELECTRIC INC	15.00		
00578680	THE BARTON BOYS HEATING & A/	15.00		
00578681	ELLER CORP	150.55		
00578682	LEAVITT MACHINERY USA INC	3,069.29		
00578683	LEXIPOL LLC	46,177.00		
00578684	NORTHWEST RADIATOR	933.01		
00578685	SIX ROBBLEES INC	152.58		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00578686	SPOKANE MUNICIPAL COURT	21.20		
00578687	SPOKANE MUNICIPAL COURT	23.80		
00578688	SPOKANE MUNICIPAL COURT	19.00		
00578689	SPOKANE MUNICIPAL COURT	19.97		
00578690	SPOKANE MUNICIPAL COURT	50,056.53		
00578691	SPOKANE MUNICIPAL COURT	2,204.00		
00578692	BALL HORTICULTURAL CO			2,651.69
80088787	ACI MECHANICAL & HVAC SALES	1,061.78		
80088788	ACTION MATERIALS	2,035.10		
80088789	NORTHWEST INDUSTRIAL SERVICE	65.34		
80088790	AVISTA UTILITIES	7,226.10	1,127.88	
80088791	BAKER & TAYLOR BOOKS		11,585.95	
80088792	CATHOLIC CHARITIES			
80088793	CDW GOVERNMENT INC		22,110.92	
80088794	CENGAGE LEARNING INC		10,305.66	
80088795	CINTAS CORPORATION NO 3	451.92		
80088796	CITY SERVICE VALCON LLC	1,677.38		
80088797	CONSOLIDATED SUPPLY CO	3,307.94		
80088798	COPIERS NORTHWEST INC	74.57		
80088799	CORE & MAIN LP	5,465.08		
80088800	DELL MARKETING LP		5,729.75	
80088801	EASTERN WASHINGTON UNIVERSIT	5,500.00		
80088802	EYEMART EXPRESS LLC	594.70		
80088803	FASTENAL CO	614.38		
80088804	FOUST FABRICATION CO	6,556.61		
80088805	GOODWILL INDUSTRIES OF THE			
80088806	WINGFOOT COMMERCIAL TIRE	2,308.68		
80088807	HASKINS STEEL CO INC	516.69		
80088808	INLAND ENVIRONMENTAL RESOURC	6,666.05		
80088809	HOME DEPOT USA INC		6.62	
80088810	LOOMIS ARMORED US INC	4,993.21		
80088811	L&T TRUCK DRIVER TRAINING IN	6,100.00		
80088812	MARTIN LUTHER KING JR FAMILY	29,166.66		
80088813	MIDLAND SCIENTIFIC INC	86.64		
80088814	MIDWEST TAPE		882.89	
80088815	NORTH COAST ELECTRIC COMPANY	2,460.30		
80088816	NORTH RIDGE HOUSE INC	8,850.00		
80088817	NOVUS AUTO GLASS	510.66		
80088818	MARK HENDERSON	255.91		
80088819	OVERDRIVE INC		2,467.81	
80088820	SPOKANE NEIGHBORHOOD ACTION			
80088821	SOLID WASTE SYSTEMS INC	10,209.10		
80088822	TOBY'S BODY & FENDER INC	4,770.31		
80088823	TWO RIVERS TERMINAL LLC	29,198.47		
80088824	VERIZON WIRELESS	271.59		
80088825	VOLUNTEERS OF AMERICA OF			
80088826	JAMES M WALSH	970.00		
80088827	WISS, JANNEY, ELSTNER ASSC I		717.50	
80088828	YWCA			
80088829	SHAWN PARKS		30,000.00	
80088830	ACCESS INFORMATION HOLDINGS	548.29		
80088831	ALL STAR FENCE LLC	7,623.00		
80088832	ALLIANT INSURANCE SERVICES I	8,750.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088833	VYANET OPERATIONS GROUP dba	132.87		

80088834	ALS LABORATORY GROUP	260.00
80088835	ALSCO DIVISION OF ALSCO INC	158.73
80088836	ANDERSON ENVIRONMENTAL	3,063.00
80088837	AVISTA UTILITIES	3,387.68
80088838	BANNER FURNACE & FUEL	157.91
80088839	BLACK & VEATCH CORPORATION	11,229.04
80088840	BUDINGER & ASSOCIATES INC	15,524.66
80088841	CENTURY WEST ENGINEERING COR	372.60
80088842	CINTAS CORPORATION NO 3	11,203.83
80088843	CITY SERVICE VALCON LLC	7,477.95
80088844	COFFMAN ENGINEERS INC	821.54
80088845	L N CURTIS & SONS	101.73
80088846	DIVCO INC	4,086.86
80088847	ELJAY OIL CO INC	2,040.62
80088848	ENVIRONMENTAL RESOURCE	1,705.28
80088849	TESTAMERICA LABORATORIES INC	172.00
80088850	EVOQUA WATER TECHNOLOGIES LL	240.07
80088851	FASTENAL CO	4,462.39
80088852	FEDERAL EXPRESS CORP/DBA FED	246.36
80088853	GALLS LLC	128.22
80088854	GORDON TRUCK CENTERS INC DBA	5.34
80088855	HASKINS STEEL CO INC	1,613.88
80088856	HUBER TECHNOLOGY INC	14,628.91
80088857	HUGHES FIRE EQUIPMENT INC	236.64
80088858	CPM DEVELOPMENT CORP DBA	3,507.70
80088859	INLAND POWER & LIGHT CO	139.40
80088860	KPFF CONSULTING ENGINEERS	6,533.12
80088861	MR CAR WASH	73.58
80088862	MUNICIPAL EMERGENCY SERVICES	8,523.29
80088863	NAPA AUTO PARTS	2,270.87
80088864	NORCO INC	24.61
80088865	OLIN CORPORATION	6,186.39
80088866	OSBORN CONSULTING INC	13,388.49
80088867	PETE LIEN & SONS INC	15,554.04
80088868	PROVOST PROFESSIONAL	1,068.88
80088869	RHODES CRANE & RIGGING INC	4,203.54
80088870	ROGERS MACHINERY COMPANY INC	1,428.08
80088871	SEAWESTERN FIRE APPARATUS &	12,251.25
80088872	SPOKANE COUNTY TREASURER	57,564.74
80088873	SPOKANE TRANSIT AUTHORITY	1,496.01
80088874	TRAFFIC SAFETY SUPPLY INC	23,149.42
80088875	TROXLER ELECTRONIC	1,989.66
80088876	TRUE SEALS LLC	110.17
80088877	TWO RIVERS TERMINAL LLC	2,568.09
80088878	VERIZON WIRELESS	3,315.04
80088879	WESTCOTT CONSULTING GROUP LL	4,100.00
80088880	AUCA WESTERN FIRST AID &	360.94
80088881	ROBERT M BROWN	190.00
80088882	KRISTINE MAJOR	189.38
80088883	CHRISTOPHER PETERSCHMIDT	350.00
80088884	ARAMARK UNIFORM SERVICES	624.64
80088885	AV CAPTURE ALL INC	6,468.66

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088886	AVISTA UTILITIES	33.09		
80088887	BLACK'S PAINTING INC	435.60		
80088888	BUCHANAN AUTOMATION	38.40		
80088889	CDW GOVERNMENT INC	2,168.95		
80088890	CINTAS CORPORATION NO 3	1,944.64		



80088891	COEUR D'ALENE SERVICE STATIO	665.24
80088892	COLUMBIA ELECTRIC SUPPLY/DIV	1,661.81
80088893	COMCAST	176.05
80088894	CONTROL SOLUTIONS NW INC	796.77
80088895	CHARLES R DELGADO	932.75
80088896	DELL MARKETING LP	47,250.23
80088897	DENNIS CLEAVENGER	2,786.75
80088898	DEXON COMPUTER INC	7,236.00
80088899	GORDON TRUCK CENTERS INC DBA	39,857.40
80088900	GRAINGER INC	185.87
80088901	HARTFORD STEAM BOILER	850.00
80088902	HRA VEBA TRUST	500.00
80088903	HYDRAULICS PLUS INC	751.64
80088904	ICON CORPORATION	631.62
80088905	INDUSTRIAL BOLT & SUPPLY INC	1,115.08
80088906	INTERFAITH HOSPITALITY	
80088907	JRM ENTERPRISES INC	3,802.50
80088908	KAISER FOUNDATION HEALTH PLA	102,386.47
80088909	KENWORTH SALES COMPANY	533.95
80088910	LANGUAGE LINE SERVICES	6.47
80088911	MCCLOUGHLIN & EARDLEY GROUP	324.52
80088912	NATIONAL COLOR GRAPHICS INC	4,040.19
80088913	NORTHWEST CORPORATE COUNSEL	1,712.00
80088914	PLUMB LOCO INC	364.82
80088915	PREMERA BLUE CROSS OR	522,085.22
80088916	PREMERA BLUE CROSS	57,381.20
80088917	PRO MECHANICAL SERVICES INC	2,058.21
80088918	PTC INC	583.70
80088919	QLESS INC	4,247.10
80088920	REHN & ASSOCIATES	440.00
80088921	REHN & ASSOCIATES	3,000.00
80088922	SIGNS FOR SUCCESS INC	762.76
80088923	SPOKANE COUNTY TREASURER	103.50
80088924	SPOKANE FIRE FIGHTERS BENEFI	20,000.00
80088925	STRUCTURED COMMUNICATION	5,902.38
80088926	TACOMA SCREW PRODUCTS INC	10.12
80088927	PAUL TAPIA	1,430.00
80088928	UNIVERSAL PROTECTION SERVICE	555.59
80088929	US BANK OR CITY TREASURER	82,914.54
80088930	US BANK P CARD PAYMENTS	100,142.08
80088931	VERIZON WIRELESS	751.36
80088932	WESTERN STATES EQUIPMENT CO	234.57
80088933	JEFF C HUMPHREY	106.23
80088934	WYOMING WRECKER LLC	103.46
80088935	ACTION MATERIALS	820.83
80088936	ALPINE PRODUCTS INC	22,197.30
80088937	AVISTA UTILITIES	305.97
80088938	BATTERY SYSTEMS INC	646.68

REPORT: PG3640	CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088939	BUCK'S TIRE & AUTOMOTIVE	108.75		
80088940	CINTAS CORPORATION NO 3	4,350.46		
80088941	CITY OF DEER PARK	240.00		
80088942	CITY SERVICE VALCON LLC	55,345.44		
80088943	COMCAST	110.00		
80088944	CONNELL OIL INC	2,344.35		
80088945	CUMMINS NORTHWEST LLC	2,985.07		
80088946	DESIGN WORKSHOP INC			12,617.50
80088947	GWP HOLDINGS LLC	12,852.35		

80088948	ELEMECH, INC.	16,010.00	
80088949	ENNIS-FLINT TRADING INC	20,406.34	
80088950	EVERGREEN STATE TOWING LLC	3,740.72	
80088951	FASTENAL CO	968.54	
80088952	GORLEY LOGISTICS LLC	72.42	
80088953	GARCO CONSTRUCTION INC		2,722.50
80088954	BRIDGESTONE AMERICAS INC	1,337.22	
80088955	WINGFOOT COMMERCIAL TIRE	11,085.84	
80088956	GORDON TRUCK CENTERS INC DBA	1,069.27	
80088957	GRAINGER INC		17,157.19
80088958	JRM ENTERPRISES INC	144.00	
80088959	K & L GATES LLP	9,058.00	
80088960	LINKO TECHNOLOGY INC	8,992.00	
80088961	LAURI WEINMANN	3,316.53	
80088962	MCALOON LAW PLLC	2,871.00	
80088963	MID CITY CONCERNS INC		1,543.75
80088964	MOTION AUTO SUPPLY	1,264.86	
80088965	NAPA AUTO PARTS	1,017.39	
80088966	WESLEY HOWARD MORRIS	1,092.50	
80088967	NORCO INC	1,039.06	
80088968	OWEN EQUIPMENT CO	1,318.22	
80088969	OXARC INC	425.39	
80088970	PACWEST MACHINERY LLC	3,851.28	
80088971	PAPE MACHINERY INC	112.16	
80088972	RACOM CORPORATION	735.46	
80088973	RINGCENTRAL INC	416.48	
80088974	SINTO SENIOR CENTER		6,434.13
80088975	SITEONE LANDSCAPE SUPPLY LLC	926.85	
80088976	SOLID WASTE SYSTEMS INC	1,527.42	
80088977	SPECIAL SERVICES GROUP LLC	13,959.85	
80088978	SPOKANE COPS	104,004.68	
80088979	SPOKANE COUNTY TREASURER	55,238.46	
80088980	SPOKANE EMERGENCY PHYSICIANS	7,577.41	
80088981	SPOKANE HOUSE OF HOSE INC	102.32	
80088982	SPOKANE POLICE CHAPLAINCY	9,375.00	
80088983	BRAD L WHITE	3,457.37	
80088984	THRIFTY SUPPLY COMPANY INC	10,092.31	
80088985	TITAN TRUCK EQUIPMENT	2,205.37	
80088986	TRANSPORT EQUIPMENT INC	17,477.94	
80088987	VERIZON WIRELESS	795.96	
80088988	WENDLE FORD NISSAN ISUZU	56.20	
80088989	YWCA	1,122.00	
80088990	ALSCO DIVISION OF ALSCO INC		187.31
80088991	NORTHWEST INDUSTRIAL SERVICE		2,910.00

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80088992	AMERIGAS PROPANE LP			124.84
80088993	CDW GOVERNMENT INC	1,895.19		
80088994	CITY SERVICE VALCON LLC			4,445.23
80088995	COMCAST			311.72
80088996	STEVE CONNER			4,389.83
80088997	CREEK AT QUALCHAN GOLF COURS			10,635.12
80088998	DELTA BUSINESS TRAINING LLC	2,500.00		
80088999	DELTA DENTAL OF WASHINGTON	51,466.09		
80089000	DEVRIES INFORMATION MANAGEME			18.00
80089001	DOPPELMAYER USA INC			3,717.42
80089002	EAGLES OPERATIONS LLC			1,080.00
80089003	EAST CENTRAL COMMUNITY			
80089004	EVERGREEN STATE TOWING LLC			

80089005 FISHER CONSTRUCTION GROUP IN			
80089006 HATCH ASSOCIATES CONSULTANTS	53,637.00		
80089007 KAISER FOUNDATION HEALTH PLA	136,661.96		
80089008 LUTHERAN COMMUNITY SERVICES			
80089009 MOTOROLA SOLUTIONS INC			2,941.39
80089010 MSDSONLINE INC	4,672.55		
80089011 NE COMMUNITY CENTER ASSN			
80089012 PATRIOT FIRE PROTECTION INC			283.14
80089013 SANDBAGGERS CLUB LLC			4,732.11
80089014 SPOKANE NEIGHBORHOOD ACTION			
80089015 SPRING ENVIRONMENTAL INC	9,619.24		
80089016 T & T GOLF MANAGEMENT INC			8,549.78
80089017 WESTERN STATES EQUIPMENT CO			3,948.34
80089018 WOMENS & CHILDRENS FREE			
	-----	-----	-----
	2,358,668.17	87,602.29	91,400.99
			=====
	CITYWIDE TOTAL:		3,060,673.13

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

04/12/2021

Date Rec'd

4/7/2021

Clerk's File #

CPR 2021-0003

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

MICHELLE HUGHES 6320

Project #Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: April 3, 2021.  
Payroll check #558747 through check #558846 \$7,484,792.46

Summary (Background)

N/A

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 7,484,792.46

# N/A

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study Session\OtherDivision Director

WALLACE, TONYA

Council SponsorFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

COTE, BRANDY

Additional ApprovalsPurchasing

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING APRIL 3, 2021**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	9,724.00
0230	CIVIL SERVICE	31,662.36
0260	CITY CLERK	18,034.80
0320	COUNCIL	48,667.60
0330	PUBLIC AFFAIRS / COMMUNICATIONS	29,232.80
0370	ENGINEERING SERVICES	165,341.19
0410	FINANCE	34,780.00
0430	GRANTS MNGMT & FINANCIAL ASSIST	11,554.40
0450	CD/HS DIVISION	8,141.60
0470	HISTORIC PRESERVATION	6,603.20
0500	LEGAL	121,966.08
0520	MAYOR	22,351.84
0550	NEIGHBORHOOD SERVICES	10,817.60
05601	MUNICIPAL COURT	114,577.28
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,834.41
0620	HUMAN RESOURCES	32,844.80
0650	PLANNING SERVICES	46,420.01
0680	POLICE	1,715,047.73
0690	PROBATION SERVICES	38,686.43
0700	PUBLIC DEFENDERS	85,304.94
0750	ECONOMIC DEVELOPMENT	3,601.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,562,194.67

FUND	FUND NAME	TOTAL
1100	STREET	245,476.68
1200	CODE ENFORCEMENT	49,442.88
1300	LIBRARY	184,519.38
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	259,342.38
1460	PARKING METER	36,327.10
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	15,333.42
1625	PUBLIC SAFETY PERSONNEL	105,643.50
1630	COMBINED COMMUNICATIONS CENTER	49,163.80
1680	CD/HS	54,307.74
1970	EMS FUND	1,483,306.87
4100	WATER	454,201.29
4250	INTEGRATED CAPITAL FUND	50,503.46
4300	SEWER	601,583.30
4480	REFUSE	528,811.22
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	42,310.72
4700	GENERAL SERVICES FUND	152,451.65
5100	FLEET SERVICE	93,346.57
5200	PUBLIC WORKS & UTILITY FUND	91,984.01
5300	MIS	177,384.50
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	20,116.81
5600	ACCOUNTING SERVICES	107,588.09
5700	MY SPOKANE	27,660.80
5750	PROJECT MANAGEMENT OFFICE	25,523.20
5810	WORKER'S COMPENSATION	16,838.40
5830	SELF-FUNDED MEDICAL/DENTAL	9,164.80
5900	ASSET MANAGEMENT	19,927.62
6060	CITY RETIREMENT	11,232.00
6750	REGIONAL PLAN	0.00
	TOTAL	7,484,792.46

## **MINUTES OF SPOKANE CITY COUNCIL**

**Monday, March 22, 2021**

### **BRIEFING SESSION**

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 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 Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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 termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

#### **Roll Call**

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

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

#### **Advance Agenda Review**

The City Council received an overview from staff on the March 29, 2021, Advance Agenda items.

Leases from Enterprise Fleet Management using Sourcewell Contract #060618-EFM (OPR 2021-0186 – OPR 2021-0188)

**Motion** by Council Member Mumm, seconded by Council Member Cathcart, **to table indefinitely** Leases from Enterprise Fleet Management using Sourcewell Contract #060618-EFM for Development Services Center, Code Enforcement Department, and Parking Meter Department; **carried unanimously**.

Ordinance C36023 Relating to the Purpose of the Design Review Board

**Motion** by Council Member Cathcart, seconded by Council Member Burke, **to add** Ordinance C36023 to the March 29, 2021, Agenda; **carried unanimously**. (Clerical Note: Ordinance C36023 was inadvertently left off the March 29, 2021, Agenda due to a clerical oversight.)

Action to Approve March 29, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the March 29, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Burke, seconded by Council Member Mumm, **to approve** the Advance Agenda as amended for Monday, March 29, 2021; **carried unanimously**.

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council reviewed changes to the March 22, 2021, Current Agenda items.

Contract with NeoGov, Inc. (OPR 2021-0184)

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to substitute** with updated version (filed in City Clerk's Office); **carried unanimously**.

Suspension of Council Rules

**Motion** by Council Member Burke, seconded by Council Member Cathcart, **to suspend** Council Rules for purposes of changing the agenda; **carried unanimously**.

Purchase from RWC International of a New Hazmat Truck (OPR 2021-0201)

**Motion** by Council Member Wilkerson, seconded by Council Member Kinnear, **to add** to the agenda the Purchase from RWC International of a new hazmat truck to transport hazmat spill response and decontamination equipment for the Fire Department using a grant from the Department of Ecology; **carried unanimously**.

Resolution 2021-0025 Condemning Racism Against Asian Americans and Pacific Islanders

**Motion** by Council Member Burke, seconded by Council Member Cathcart, **to add** to the agenda Resolution 2021-0025 condemning and combating racism, xenophobia, and



intolerance against Asian Americans and Pacific Islanders, and restating the City of Spokane's commitment to diverse, inclusive community free of racism for all its residents; **carried unanimously.**

Resolution 2021-0019 Acknowledging and Recognizing Tribes and Tribal People in the Spokane Area

**Motion** by Council Member Burke, seconded by Council Member Wilkerson, **to substitute** with the updated version of Resolution 2021-0019; **carried unanimously.**

(Council President Beggs left the meeting at 4:03 p.m., at which time Council President Pro Tem Mumm chaired the meeting.)

### **CONSENT AGENDA**

**Upon Unanimous 6-0 Voice Vote (Council President Beggs absent), the City Council approved Staff Recommendations for the following items:**

Value Blanket Order Increase with Transport Equipment to increase the expenditure for Air Brakes for the Fleet Department—increase from \$49,999 to \$100,000. (Council Sponsor: Council President Beggs) (OPR 2021-0182 / RFQ 5272-20)

Value Blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers for Wastewater Maintenance—\$270,000 (incl. tax). (Council Sponsor: Council President Beggs) (OPR 2021-0183 / BID 5405-21)

Value Blanket Renewal with Spokane Tin & Sheet Iron Works, Inc. for sewer bends—\$75,000 (incl. tax). (Council Sponsor: Council President Beggs) (OPR 2017-0131 / BID 4326-17)

Contract with NeoGov, Inc (El Segundo, CA) (as substituted above) for HR Software support to include Subscription Services and Right to use NeoGov licenses from February 12, 2021, through February 11, 202 —\$67,548.75 (incl. tax). (OPR 2021-0184)

Contract with Electronic Data Collection Corp. (Syracuse, NY) for citation issuance and management, including adjudication, allowing us to transition to license plate based virtual permits, provide a customer self-service portal for permits application, citation payment and appeal requests, and replace our current LPR system—\$1,200,000. Contract begins March 15, 2021, and is a five-year contract with the option for annual extensions for Parking Services. (Council Sponsor: Council Member Stratton) (OPR 2021-0185 / RFP 5315-20)

Amendment to accept an additional \$44,515 in grant funding to be used in the investigation and resolution of sexual assault cases by the Spokane Police Department—\$44,515 Revenue. Total grant award: \$90,133. (Council Sponsor: Council Member Kinnear) (OPR 2021-0025)

Contract with Catholic Charities of Eastern Washington to provide a trial Dedicated Respite Bed Program for Community Court from March 1, 2021, through March 1, 2022—\$30,660 (incl. tax). (OPR 2021-0189)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through March 12, 2021, (Check Nos. 578106–578150; ACH Payment Nos. 87852–88024) total \$6,253,717.91, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,765,352.68. (CPR 2021-0002)

City Council Meeting Minutes: March 8 and March 11, 2021. (CPR 2021-0013)

Purchase from RWC International of a new hazmat truck to transport hazmat spill response and decontamination equipment for the Fire Department using a grant from the Department of Ecology—\$72,491.50. (Council Sponsor: Council President Beggs) (OPR 2021-0201)

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

The City Council adjourned at 4:07 p.m. The City Council reconvened at 6:07 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

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

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

## **BOARDS AND COMMISSIONS APPOINTMENTS**

### **Spokane Public Library Board of Trustees (CPR 1981-0400)**

**Upon Unanimous Voice Vote**, the City Council **approved** (and thereby confirmed) the following reappointment:

- Reappointment of Jim Kershner to a three-year term, from April 1, 2021, through March 31, 2024.

## **BOARDS AND COMMISSIONS – VACANCIES**

Council President Beggs commented there are lots of opportunities available to serve on boards, committees, and commissions by visiting the City's website. Individuals interested in applying can reach out to the Mayor's Office.

## **CITY ADMINISTRATIVE REPORT**

### **Flag Commission**

Council Member Burke introduced Flag Commission Chair Josh Hiler who provided an overview of the Flag Commission's process and presented the finalists for the new City flag design. He also commented on the process for the public to vote on the finalists. Council inquiry and commentary was held, with response by Mr. Hiler.

There were no **Council Committee Reports**.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

#### **Special Budget Ordinance C36022 (Council Sponsor: Council President Beggs)**

After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting "aye"), the City Council **passed Special Budget Ordinance C36022** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Private Grants (NLC), \$10,000;

TO: Other Misc. Charges, same amount.

(This action budgets the revenue and expenses associated with a 2021 Leadership in Community Resilience Grant from the National League of Cities.) (Council Sponsor: Council President Beggs)

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

### **Resolution 2021-0019 (Council Sponsor: Council President Beggs and Council Members Stratton and Wilkerson)**

After receiving an overview of the resolution by Council Members Stratton and Wilkerson, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0019** acknowledging and recognizing the tribes and tribal people in the Spokane area and the surrounding region; establishing regular public land acknowledgements; inviting the tribal councils in the region to take part in regular consultations; and establishing a tribal liaison to continue to build strong relationships between the tribes and the City of Spokane.

### **Resolution 2021-0020 (Council Sponsor: Council President Kinner)**

After receiving a brief overview of Resolution 2021-0020 by Council Member Kinnear, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0020** forming an ad hoc housing action subcommittee of the City Council’s Urban Experience Committee.

### **Resolution 2021-0025 (Council President Beggs)**

After a full reading of Resolution 2021-0025 by the City Clerk, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0025** condemning and combating racism, xenophobia, and intolerance against Asian Americans and Pacific Islanders, and restating the City of Spokane’s commitment to diverse, inclusive community free of racism for all its residents.

There were no **Final Reading Ordinances**.

## **FIRST READING ORDINANCES**

The following Ordinances were read for the first time with further action deferred. Public testimony was received from one individual on Ordinance C36024.

- ORD C36023** Relating to the purpose of the Design Review Board; amending Spokane Municipal Code (SMC) section 04.13.015. (Council Sponsor: Council Member Kinnear)
- ORD C36024** Relating to Residential Zones Primary Uses, Downtown Zones Limited Use Standards, and Off-site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060. (Council Sponsor: Council Member Kinnear)
- ORD C36025** Relating to Environmental Standards, SEPA Categorical Exemptions and Threshold Determinations; amending Spokane Municipal Code (SMC) section 17E.050.080 Appendix B. (Council Sponsor: Council Member Kinnear)
- ORD C36026** Relating to Construction Standards, Notice of Hearing, and Awnings; amending Spokane Municipal Code (SMC) sections 17F.010.050 and 7F.040.140. (Council Sponsor: Council Member Kinnear)
- ORD C36027** Relating to Design Review Board Administration and Procedures, Land Use Application Procedures, Land Use Applications, PUD, Vesting Planned Unit Developments, and Subdivision Design Standards; amending Spokane Municipal Code (SMC) sections 17G.040.040(B), 17G.060.020(A)(3), 17G.060.070(B)(5)(c), 17G.070.220(A), and 17G.080.070(C)(5). (Council Sponsor: Council Member Kinnear)

There were no **Special Considerations**.

There were no **Hearings**.

### **OPEN FORUM**

No individual spoke during Open Forum.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:51 p.m.

Minutes prepared and submitted for publication in the March 31, 2021, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, March 25, 2021**

A regularly scheduled Study Session of the Spokane City Council was held virtually 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 Members Kinnear, Mumm (Chair until Council President Beggs arrived), and Stratton were present via Webex. The following Council Members arrived late and were present via Webex: Council Member Wilkerson arrived at 11:11 a.m., Council Member Cathcart arrived at 11:41 a.m., Council President Beggs arrived at 11:46 a.m. Council Member Burke was 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 Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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 termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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

- COVID-19 Update
- Shared Mobility Contract Extension
- WRCG Drought Response Team Presentation
- 2021 Construction Season Preview

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 12:18 p.m.

Minutes prepared and submitted for publication in the March 24, 2021, issue of the Official Gazette.

Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President



## **MINUTES OF SPOKANE CITY COUNCIL**

**Monday, March 29, 2021**

### **BRIEFING SESSION**

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

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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 termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

### **Roll Call**

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

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

### **Advance Agenda Review**

There was no Advance Agenda review as the April 5, 2021, Council Meeting has been canceled.

## ADMINISTRATIVE SESSION

### Current Agenda Review

The City Council considered changes to the March 29, 2021, Advance Agenda.

Ordinance C36028 Related to the SIP Loan for Parking Meter Replacement and Related Resolution 2021-0021 Regarding Limited Tax General Obligation Bond (Both Deferred from March 22, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)

**Motion** by Council Member Kinnear, seconded by Council Member Mumm, **to defer** to April 12, 2021, Agenda **Special Budget Ordinance C36028** (budgeting loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement) **and Resolution 2021-0021** (providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Assessment Management Fund to finance a portion of the capital needs for replacement of parking meters); **carried unanimously**.

Resolution 2021-0023 – Regarding Applications to Amend the City’s Comprehensive Plan

**Motion** by Council Member Stratton, seconded by Council Member Burke, **to defer** to April 26, 2021, Agenda **Resolution 2021-0023** regarding applications to amend the City’s Comprehensive Plan and setting the annual Comprehensive Plan Amendment Work Program; **carried unanimously**.

Suspension of City Council Rules

**Motion** by Council Member Mumm, seconded by Council Member Cathcart, **to suspend** Council Rules for making agenda adjustments; **carried unanimously**.

Resolutions 2021-0026 through 2021-0028 Approving Director Appointments

**Motion** by Council Member Burke, seconded by Council Member Cathcart, **to add** to the Current Agenda Resolutions 2021-0026, 2021-0027, and 2021-0028 (approving the appointments of Marlene Feist as Public Works Division Director, Richard Giddings as Fleet Services Director, and Jeff Teal as Facilities Director for the City of Spokane); **carried unanimously**.

Substitute Ordinance C36024 and Correct Plan Commission Findings for Ordinances C36023 through C36027

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to substitute** Ordinance C36024 relating to Residential Zones Primary Uses, Downtown Zones Limited Use Standards, and Off-site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060 and **to accept** correct Plan Commission findings for Ordinances C36023 through C36027; **carried unanimously**.

## **CONSENT AGENDA**

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

Value Blanket Renewal with Consolidated Supply (Spokane Valley, WA) for service brass & ball valves—\$220,000 (incl. tax). (Council Sponsor: Council President Beggs) (OPR 2020-0089 / BID 5220-20)

Five-Year Value Blanket Orders for Asphalt Mixes with:

- a. Central Pre-Mix (OPR 2021-0197 / BID 5395-21)
- b. Shamrock Manufacturing (OPR 2021-0198 / BID 5395-21)
- c. Lakeside Industries (OPR 2021-0199 / BID 5395-21)

Total estimated annual expenditure \$330,000 (incl. tax). (Council Sponsor: Council Member Wilkerson)

Value Blanket Renewal with Haskins Steel for Miscellaneous Stock Steel—estimated annual expenditure \$200,000 (incl. tax). (Council Sponsor: Council Member Wilkerson) (OPR 2018-0271 / BID 4453-18)

Master Contract with Copiers Northwest, Inc. for expenditures relating to copiers and printers citywide utilizing WA State Contract #06619 (NASPO No. 140595) from April 1, 2021 through March 31, 2024—\$300,000 (incl. tax). (OPR 2021-0200)

Contract Amendment with F.A. Bartlett adding FEMA language, adding additional funding and correcting "end" term—\$150,000. Total Contract Amount \$250,000. (Council Sponsor: Council Member Wilkerson) (OPR 2020-0359 / BID 5239-20)

Contract Amendment with Willis Towers Watson Insurance Services for additional insurance policies to cover both cyber and terrorism issues—\$14,720.79. Total Contract Amount: \$74,720.79. (Council Sponsor: Council Member Wilkerson) (OPR 2016-0268)

Contract Amendment with Desimone Consulting for federal lobbying services—\$36,000. (Council Sponsor: Council President Beggs) (OPR 2020-0506 / BID 5191-19)

Contract with Questica to implement new financial planning and management application—\$170,000/year. (Council Sponsor: Council Member Wilkerson) (OPR 2021-0202)

Amendment No. 1 to the Interlocal Agreement is entered into with the University District Public Development Authority, consistent with the adoption of Resolution 2021-0016 entitled "Sprague Phase 2 and Riverside Avenue Streets Projects Limited Tax General

Obligation Bond, Series 2021(Taxable)." (Council Sponsor: Council President Beggs)  
(OPR 2021-0053 / ENG 2019113)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 19, 2021, total \$6,082,715.91, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,875,022.58. (CPR 2021-0002)
- b. Payroll claims of previously approved obligations through March 20, 2021: \$7,281,099.37. (CPR 2021-0003)

City Council Meeting Minutes: March 15 and March 18, 2021. (CPR 2021-0013)

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

The City Council adjourned at 3:54 p.m. and immediately reconvened into a virtual Executive Session to discuss potential litigation and labor negotiations until 4:30 p.m. At 4:30 p.m., the Executive Session was extended for 10 additional minutes. The Executive Session ended at 4:40 p.m., at which time the 3:30 p.m. Briefing and Administrative Sessions also ended. City Attorney Michael Ormsby and Special Counsel Liz Thomas of K&L Gates were present for the Executive Session. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

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

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

### **PROCLAMMATIONS**

April 2021

*Month of the Military Child*

Council Member Cathcart read the proclamation. The proclamation allows us to pay tribute to military children and youth for their commitment, their struggles, and unconditional support of our troops because when parents serve in the military their kids are heroes to. A month-long salute will encourage the local community to provide direct support to military children and families. Colonel Gene Jacobus from Fairchild Air Force Base virtually accepted the proclamation and provided commentary.

### *National Vietnam Veterans' Day*

Council President Beggs recognized that, although there is not a proclamation, today is *National Vietnam Veterans' Day*, and he provided remarks in recognition of the event.

April 5-11, 2021

### *Public Health Week*

Council Member Stratton read the proclamation. Since 1995, the American Public Health Association through its sponsorship of National Public Health Week has educated the public, policy makers, and public health professionals about issues important to improving the public health. Public health professionals help communities prevent, prepare for, withstand and recover from the impacts of a full range of health threats, including disease and outbreaks, such as the COVID-19 pandemic, measles, natural disasters, and disasters caused by human activities. The proclamation calls upon the community to observe this week by helping our families, friends, neighbors, co-workers, and leaders to better understand the value of public health and supporting great opportunities to adopt preventative life-style habits in light of this year's theme "Building Bridges to Better Health." Health District Administrator Amelia Clark virtually accepted the proclamation and provided remarks regarding the event.

March 2021

### *Endometriosis Awareness Month*

Council Member Burke read the proclamation. She noted she hosted an event last week with a couple of specialists and women going through this and it was a very successful event. Endometriosis affects approximately 200 million women worldwide and one in every ten women in the United States. It is often misdiagnosed or missed altogether due to the lack of education and awareness. The proclamation helps highlight the importance of education, early diagnosis, and support for women with lived experiences with this disease.

There was no **Neighborhood Report**.

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

There was no **City Administrative Report**.

There were no **Council Committee Reports**.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

**For Council Action on Ordinance C36028, see section of minutes under 3:30 p.m. Administrative Session.**

**Special Budget Ordinance C36029 (Council Sponsor: Council Member Wilkerson)**

After an opportunity for public testimony, with one individual requesting to speak, and Council and staff commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **passed Special Budget Ordinance C36029** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$9,875,000;

TO: Various accounts, same amount.

(This action allows budgeting for prior year costs related to the recently approved Police Guild contract.)

**Special Budget Ordinance C36030 (Council Sponsor: Council Member Wilkerson)**

After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **passed Special Budget Ordinance C36030** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Solid Waste Collection Fund

FROM: Public Works Business Services Director, \$30,000;

TO: Operating Transfers-Out - IT, same amount.

and

Fleet Services Fund

FROM: Asst. Director Fleet Services, \$30,000;

TO: Operating Transfers-Out, same amount.

and

IT Fund

FROM: Various accounts, \$60,000;

TO: Various accounts, same amount.

(This action allows for staff support of the City's fleet management and recycling management systems.)

**Special Budget Ordinance C36031 (Council Sponsor: Council Member Wilkerson)**

After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting "aye"), the City Council **passed Special Budget Ordinance C36031** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Works & Utilities Fund

FROM: Various accounts, \$79,807;

TO: IF Other General Govt. Services, same amount.

and

General Fund

FROM: IF Engineering Services, \$79,807;

TO: Various accounts, same amount.

(This action allows the transfer of the administrative specialist position currently in the Public Works & Utilities department to the Engineering department.)

**Special Budget Ordinance C36032 (Council Sponsor: Council President Beggs)**

After an 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 President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting "aye"), the City Council **passed Special Budget Ordinance C36032** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to

the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Channel Five Fund

FROM: Unappropriated Reserves, \$6,400;

TO: Contractual Services, same amount.

(This action allows reimbursement to School District #81 for capital equipment purchases.)

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

**For Council Action on Resolution 2021-0021, see section of minutes under 3:30 p.m. Administrative Session.**

### **Resolution 2021-0022 (Council Sponsor: Council Member Wilkerson)**

After a presentation by Maren Murphy of Planning Services and Reverend Lonnie Mitchell of East Central Neighborhood and public testimony and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting "aye"), the City Council **adopted Resolution 2021-0022** recognizing the 5th Avenue Community Strategy developed by the 5th Avenue Initiative stakeholders & community as a declaration of priorities & actions to revitalize East 5th Avenue between Liberty Park & Thor/Freya Streets in the East Central Neighborhood.

**For Council Action on Resolution 2021-0023, see section of minutes under 3:30 p.m. Administrative Session.**

### **Resolution 2021-0024 (Council Sponsor: Council President Beggs)**

After an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting "aye"), the City Council **adopted Resolution 2021-0024** settlement Agreement with Murphy Brothers d/b/a Shamrock Paving, Inc.—\$500,000.



**Resolution 2021-0026 (Council Sponsors: Council President Beggs and Council Member Cathcart)**

After an introduction of Resolution 2021-0026 by Acting City Administrator Scott Simmons, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0026** approving the appointment of Marlene Feist as Public Works Division Director for the City of Spokane.

**Resolution 2021-0027 (Council Sponsors: Council President Beggs and Council Member Cathcart)**

After an introduction of Resolution 2021-0027 by Chief Financial Officer Tonya Wallace, an opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (with Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0027** approving the appointment of Richard Giddings as Fleet Services Director for the City of Spokane.

**Resolution 2021-0028 (Council Sponsors: Council President Beggs and Council Member Cathcart)**

After an introduction of Resolution 2021-0028 by Chief Financial Officer Tonya Wallace, an opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **adopted Resolution 2021-0028** approving the appointment of Jeff Teal as Facilities Director for the City of Spokane.

**FINAL READING ORDINANCES**

**For Final Reading Ordinances C36023 through C36027, see section of minutes under Hearings.**

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

## HEARINGS

### **Hearing on Final Reading Ordinances C36023 through C36027 (Council Sponsor: Council Member Kinnear)**

The City Council held a hearing on Final Reading Ordinances C36023 through C36027. After a presentation by Amanda Beck of Planning Services, public testimony from one individual on Final Reading Ordinance C36024, and an opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote** (Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson voting “aye”), the City Council **passed** the following Final Reading Ordinances:

- **ORD C36023** relating to the purpose of the Design Review Board; amending Spokane Municipal Code (SMC) section 04.13.015.
- **ORD C36024** relating to Residential Zones Primary Uses, Downtown Zones Limited Use Standards, and Off-site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060.
- **ORD C36025** relating to Environmental Standards, SEPA Categorical Exemptions and Threshold Determinations; amending Spokane Municipal Code (SMC) section 17E.050.080 Appendix B.
- **ORD C36026** relating to Construction Standards, Notice of Hearing, and Awnings; amending Spokane Municipal Code (SMC) sections 17F.010.050 and 7F.040.140.
- **ORD C36027** relating to Construction Standards, Notice of Hearing, and Awnings; amending Spokane Municipal Code (SMC) sections 17F.010.050 and 7F.040.140.

## OPEN FORUM

**Nicolette Ocheltree** remarked on her grandfather who recently passed away.

## ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:01 p.m.

Minutes prepared and submitted for publication in the April 7, 2021, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, April 1, 2021**

A regularly scheduled Study Session of the Spokane City Council was held virtually 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 Cathcart Kinnear, Stratton, and Wilkerson were present via Webex. Council Members Burke and Mumm 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 Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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 termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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

- COVID-19 Update
- Housing Development Costs (Homeownership)

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 12:32 p.m.

Minutes prepared and submitted for publication in the April 14, 2021, issue of the Official Gazette.

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2021.

---

Breean Beggs  
City Council President



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

March 29, 2021


City Clerk File No.:  
ORD C36028  
RES 2021-0021

COUNCIL ACTION MEMORANDUM

RE: SPECIAL BUDGET ORDINANCE C36028 (BUDGETING FOR LOAN PROCEEDS, CAPITAL EXPENSES AND DEBT SERVICE AS RELATED TO THE SIP LOAN FOR PARKING METER REPLACEMENT) and RESOLUTION 2021-0021 PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION BOND (Both deferred from March 22, 2021, Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, March 29, 2021, upon review of the March 29 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Mumm, **to defer** to April 12, 2021, Agenda **Special Budget Ordinance C36028** (budgeting loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement) **and Resolution 2021-0021** (providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Assessment Management Fund to finance a portion of the capital needs for replacement of parking meters); **carried unanimously.**

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



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

March 15, 2021

City Clerk File No.:  
ORD C36028  
RES 2021-0021

COUNCIL ACTION MEMORANDUM

RE: SPECIAL BUDGET ORDINANCE C36028 (BUDGETING FOR LOAN PROCEEDS, CAPITAL EXPENSES AND DEBT SERVICE AS RELATED TO THE SIP LOAN FOR PARKING METER REPLACEMENT) and RESOLUTION 2021-0021 PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION BOND

During its 3:30 p.m. Briefing Session held virtually Monday, March 15, 2021, upon review of the March 22, 2021, Advance Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to defer** to March 29, 2021, Special Budget Ordinance C36028 (budgeting for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement) and Resolution 2021-0021 (providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the principal amount of not to exceed \$1,200,000); **carried unanimously.**

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



# Agenda Sheet for City Council Meeting of:

03/22/2021

<u>Date Rec'd</u>	3/12/2021
<u>Clerk's File #</u>	ORD C36028
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES X6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5600-SBO LOAN PROCEEDS AND DEBT PARKING METER REPLACEMENT

## Agenda Wording

SBO to establish budget for loan proceeds, capital expenses and debt service related to replacement of Parking Meters.

## Summary (Background)

The Parking Meter Project will cost a total of approximately \$3,6000,000 for implementation and to replace 800 Duncan meters and 3,500 stalls over the course of 3 years. This SBO will establish budget for the 1st of 3 years of installments. Future years' capital expenses related to this project will be adopted during the budget process.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ 1,200,000		# 5901-79221-99999-38271
Revenue \$ 123,376		# 5901-79221-39755-99999
Expense \$ 1,200,000		# 5901-79221-94000-56401
Expense \$ 115,544		# 5901-99999-81200-57900

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	HUGHES, MICHELLE
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>MANAGEMENT &amp; BUDGET</u>	INGIOSI, PAUL

<u>Study Session\Other</u>	F&A Committee 2-22-2021
<u>Council Sponsor</u>	CM Wilkerson
<u>Distribution List</u>	
twallace@spokanecity.org;	
mhughes@spokanecity.org	
aduffey@spokanecity.org; ablain@spokanecity.org	



# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>SBO for SIP Loan proceeds Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to establish budget for SIP Loan proceeds, capital expenses and debt service in the in the Asset Management Fund and transfers to the Asset Management fund for the debt service as related to such SIP Loan for replacement of the parking meters.
<b>Background/History:</b> SBO to establish budget for loan proceeds, capital expenses and debt service related to replacement of Parking Meters	
<b>Executive Summary:</b> The Parking Meter Project will cost a total of approximately \$3,600,000 to replace 800 Duncan meters and 3,500 stalls over the course of 3 years. This SBO will establish budget for the 1 <sup>st</sup> of 3 years of installments. Future years' capital expenses related to this project will be adopted during the budget process.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36028

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Various Funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5901-79221	Asset Management Fund	
	99999-38271	Other Long Term Debt Proceeds	\$1,200,000
	5901-79221	Asset Management Fund	
	39755-99999	Transfer in from Parking Meters	\$123,376
			<u>\$1,323,376</u>
TO:	5901-79221	Asset Management Fund	
	94000-56401	Machinery/Equipment	\$1,200,000
	5901-99999	Asset Management Fund	
	81200-57900	Other Debt	\$115,544
	5901-99999	Asset Management Fund	
	92000-58200	Interest on IF Debt	\$ 7,832
			<u>\$1,323,376</u>

Section 2. That in the budget of the Parking Meter Fund, and the budget annexed thereto with reference to the Parking Meter Fund, the following changes be made:

FROM:	1460-99999	Parking Meter Fund	
	99999	Unappropriated Reserves	<u>\$ 123,376</u>
TO:	1460-79221	Parking Meter Fund	
	97185-80102	Transfer to Asset Management Fund	<u>\$ 123,376</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish budget for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement, 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



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

March 29, 2021


City Clerk File No.:  
ORD C36028  
RES 2021-0021

COUNCIL ACTION MEMORANDUM

RE: SPECIAL BUDGET ORDINANCE C36028 (BUDGETING FOR LOAN PROCEEDS, CAPITAL EXPENSES AND DEBT SERVICE AS RELATED TO THE SIP LOAN FOR PARKING METER REPLACEMENT) and RESOLUTION 2021-0021 PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION BOND (Both deferred from March 22, 2021, Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, March 29, 2021, upon review of the March 29 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Mumm, **to defer** to April 12, 2021, Agenda **Special Budget Ordinance C36028** (budgeting loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement) **and Resolution 2021-0021** (providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Assessment Management Fund to finance a portion of the capital needs for replacement of parking meters); **carried unanimously.**

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



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

March 15, 2021

City Clerk File No.:  
ORD C36028  
RES 2021-0021

COUNCIL ACTION MEMORANDUM

RE: SPECIAL BUDGET ORDINANCE C36028 (BUDGETING FOR LOAN PROCEEDS, CAPITAL EXPENSES AND DEBT SERVICE AS RELATED TO THE SIP LOAN FOR PARKING METER REPLACEMENT) and RESOLUTION 2021-0021 PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION BOND

During its 3:30 p.m. Briefing Session held virtually Monday, March 15, 2021, upon review of the March 22, 2021, Advance Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to defer** to March 29, 2021, Special Budget Ordinance C36028 (budgeting for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement) and Resolution 2021-0021 (providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the principal amount of not to exceed \$1,200,000); **carried unanimously.**

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

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

03/22/2021

Date Rec'd

3/12/2021

Clerk's File #

RES 2021-0021

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

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES X6320

Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5600-RESOLUTION FOR SIP LOAN TO FUND PARKING METER REPLACEMENT

Agenda Wording

The Community and Economic Development Department has roughly 5,000 on-street spaces that need new Paid Parking Equipment. Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

Summary (Background)

The City of Spokane put out RFP 5207-19 Paid Parking Equipment and selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 3,600,000

# 99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study Session\Other

F&amp;A Committee 2-22-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

twallace@spokanecity.org;  
mhughes@spokanecity.orgFor the Mayor

ORMSBY, MICHAEL

ablain@spokanecity.org; aduffey@spokanecity.org

Additional ApprovalsPurchasing

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>Resolution for SIP Loan to fund Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to approve a 3 year SIP Program to replace parking meters throughout the City.

Background/History:  
 The Community and Economic Development Department has roughly 5,000 on-street spaces that need new Paid Parking Equipment.

Executive Summary:  
 The City of Spokane put out RFP 5207-19 Paid Parking Equipment and selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations.

The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks.

Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

Financing Plan:  
 The Parking Meter Project will cost a total of approximately \$3,600,000 to replace 800 Duncan meters and 3,500 stalls over the course of 3 years.

Budget Impact:  
 TOTAL COST:  
 Approved in current year budget? ☐ Yes ☒ No ☐ N/A  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A  
 If new, specify funding source:  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:  
 Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A  
 Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A  
 Specify changes required:  
 Known challenges/barriers:

CITY OF SPOKANE, WASHINGTON

PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

---

RESOLUTION NO. 2021-0021

A RESOLUTION 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 \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; 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.

ADOPTED March 22, 2021

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington



CITY OF SPOKANE, WASHINGTON  
PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)  
RESOLUTION NO. 2021-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2021-0021

A RESOLUTION 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 \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; 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.

WHEREAS, the Community and Economic Development Department of the City has identified roughly 5,000 on-street parking spaces within the City that are in need of new parking meter equipment; and

WHEREAS, the acquisition and replacement of such parking meter equipment will cost a total of approximately \$3,600,000 over the course of three years; and

WHEREAS, to provide a portion of the funds necessary to acquire and replace the parking meter equipment, the City Council desires to authorize a series of interfund loans from the Spokane Investment Pool (“SIP”) to the Asset Management Fund, repayable with interest over a five-year period from the date of issuance of each series of interfund loans; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition and replacement of parking meter equipment; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure each of the interfund loan obligations to the SIP with a series bond issued by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1.     Definitions. As used in this resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the Parking Meter Replacement Project.

***Bond*** means the City of Spokane Parking Meter Replacement Project Limited Tax General Obligation Bond, Series 2021 (Taxable), issued pursuant to this resolution in the principal amount of not to exceed \$1,200,000, and as one of a series of bonds issued in the aggregate principal amount of not to exceed \$3,600,000, to establish and secure the interfund loan facility authorized herein.

***Bond Owner or Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bond.

**City** means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

**City Council** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

**Maturity Date** means a date established by SIP upon purchase of the Bond, or each series thereof, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

**Parking Meter Replacement Project** means the three-year plan for the acquisition and replacement of parking meter equipment as specified and adopted in Section 2 of this resolution.

**Permitted Investments** means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

**SIP** means the Spokane Investment Pool.

**SIP Internal Lending Rate** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

**Treasurer** means the Treasurer of the City, or any successor to the functions of the Treasurer.

**Rules of Interpretation.** In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Capital Acquisitions. The City’s Community and Economic Development Department has identified roughly 5,000 on-street parking spaces that are in need of new paid parking equipment over the course of three (3) years, including the replacement of smart meters and kiosks, and the purchase of single/dual space meters and pay stations (the “Parking Meter Replacement Project”).

The Parking Meter Replacement Project will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the Parking Meter Replacement Project, the City shall issue one of a series of taxable limited tax general obligation bonds of the City to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$1,200,000 for the series 2021 (the “Bond”), which total

combined principal amount of the series of bonds for the Parking Meter Replacement Project shall not exceed \$3,600,000, to establish and secure an interfund loan facility with the SIP. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$1,200,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2021. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized over a period of not to exceed five (5) years from the date of issuance to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4.     Sale of Bond.

(a)     *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the Parking Meter Replacement Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5.     Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Parking Meter Replacement Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “Project Fund”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of costs of the Parking Meter Replacement Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Parking Meter Replacement Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6.     Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7.     Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal

of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8.     Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.



Section 9.     Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA	
NO. R-2021-0021	\$1,200,000

STATE OF WASHINGTON  
CITY OF SPOKANE  
PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

INTEREST RATE: Variable, as described herein

MATURITY DATE: [December 1, 20\_\_]

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2021-0021, adopted by the City Council on March 22, 2021 (the “Bond Resolution”), to establish and secure an interfund loan to pay the costs of acquiring and replacing paid parking meter equipment (“the Parking Meter Replacement Project”). Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution. This Bond is prepayable upon demand of the SIP.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE,  
WASHINGTON  
By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Parking Meter Replacement Project Limited Tax General Obligation Bond, Series 2021 (Taxable) of the City dated \_\_\_\_\_, 20\_\_ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Section 10.    Ongoing Disclosure. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11.    Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12.    Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13.    Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_\_ day of February, 2021.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

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

\_\_\_\_\_  
Mayor Nadine Woodward

(SEAL)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

# Memo

To: Council President Beggs and City Council Members

From: Tonya Wallace, CFO

Cc: Mayor Woodward  
Tonya Wallace, CFO  
Kris Becker, Interim Community & Development Services Director  
Michelle Hughes, Accounting Director

Date: February 15, 2021

Re: Parking Meter SIP Loan Projections

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**Request:** Approve the first series as part of a SIP Loan strategy to replace the City's parking meters and provide a sinking fund for the LTGO 2016 Bonds.

**Background:** During 2019, the City issued an RFP to replace the parking equipment owned and managed by the City. As such, the City selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks. Subsequently, the remaining meters will be replaced over the next 3-4 years and the City will expand the parking management areas. Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

On Jan. 25<sup>th</sup>, staff introduced the financial strategy of utilizing internal funding, ie. a SIP loan, over a 5-year period to support the planned project. This was carefully considered after reviewing other options, cash funding from reserves or vendor financing, and updated financial projections. After COVID-19 impacted parking revenues, by an estimated \$3.3 million, cash funding was not a viable option. Vendor financing was reviewed but would have resulted in a higher cost *external* borrowing scenario.

The first 3 proposed series, issued in 2021, 2022, and 2023, will fund the necessary parking equipment and installation project. The final series, issued in 2025, will be to support, in part, the final debt service payment of the LTGO Bonds, Series 2016. This bond series requires a significant balloon payment in which it is projected that funding will not be sufficient at that time largely due to lost revenues caused by COVID-19.

<b>Downtown Parking</b>	<b>Actual 2019</b>	<b>Estimate 2020</b>	<b>Projections</b>					
			<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<i>Funding Sources:</i>								
Operating Revenue	\$ 3,948,389	\$ 2,449,618	\$ 3,195,181	\$ 4,066,841	\$ 4,148,178	\$ 4,189,660	\$ 4,231,556	\$ 4,273,872
GF Transfer	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
SIP Proceeds			\$ 1,200,000	\$ 1,200,000	\$ 1,200,000		\$ 2,600,000	\$ -
Sinking Fund								
<b>Total Sources</b>	<b>\$ 5,198,389</b>	<b>\$ 3,699,618</b>	<b>\$ 5,645,181</b>	<b>\$ 6,516,841</b>	<b>\$ 6,598,178</b>	<b>\$ 5,439,660</b>	<b>\$ 8,081,556</b>	<b>\$ 5,523,872</b>
<i>Funding Use:</i>								
Parking Operations	\$ 2,222,302	\$ 2,163,478	\$ 2,242,527	\$ 2,162,282	\$ 2,222,074	\$ 2,283,658	\$ 2,347,090	\$ 2,417,503
Capital Outlay	\$ 11,390	\$ -	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -
Interfund Services	\$ 443,687	\$ 286,398	\$ 526,209	\$ 531,196	\$ 547,132	\$ 563,546	\$ 580,452	\$ 597,866
Annual Debt Service	\$ 1,980,934	\$ 1,564,906	\$ 2,121,808	\$ 2,314,317	\$ 2,638,505	\$ 2,889,889	\$ 5,686,997	\$ 1,300,375
<b>Total Use</b>	<b>\$ 4,658,312</b>	<b>\$ 4,014,782</b>	<b>\$ 6,090,544</b>	<b>\$ 6,207,795</b>	<b>\$ 6,607,711</b>	<b>\$ 5,737,093</b>	<b>\$ 8,614,539</b>	<b>\$ 4,315,743</b>
Sinking Fund	\$ -	\$ -	\$ -	\$ -	\$ -			
Unappropriated Retained Earnings	\$ 1,339,596	\$ 1,024,432	\$ 579,069	\$ 888,115	\$ 878,582	\$ 581,148	\$ 48,165	\$ 1,256,294

**Notes:**

- \* Parking Fund lost an estimated \$2.3 million in 2020 and \$1.0 million in 2021 due to COVID-19. General Fund Revenue Stabilization Reserves may be required until the fund has fully recovered.
- \* Assumes five (5) years of SIP Loans to replace parking meters and install kiosks.
- \* A strategy needs to be implemented to incrementally increase certain parking fees to promote churn and cover the cost of the parking operations and capital expenditures.

**Parking Advisory Committee**  
**Parking Services Update**  
**February 2021**



## • **Staffing and Operations** •

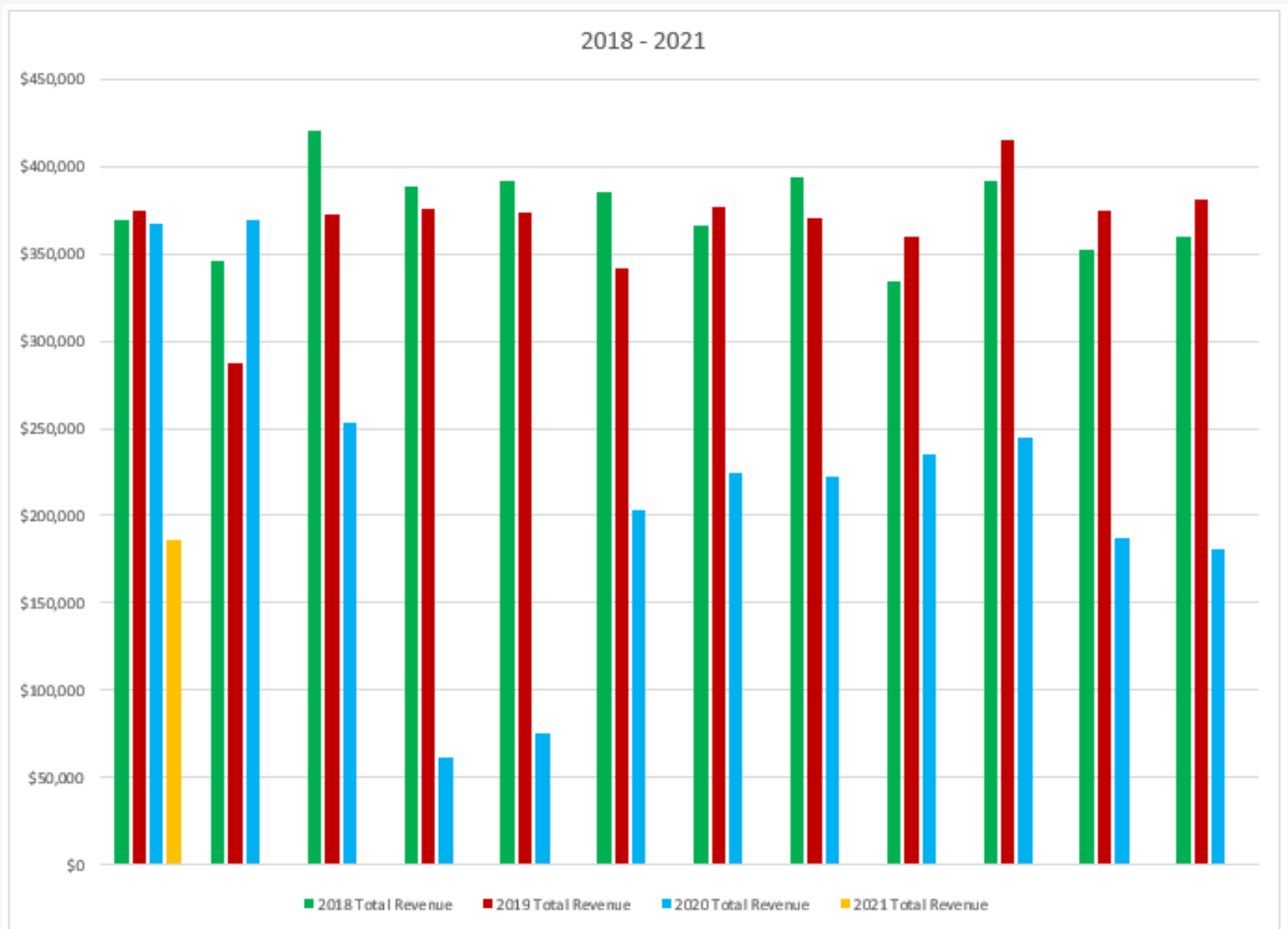
- We will have three retirements at the end of this month – a PES II and two PES I's.
  - Civil Service is actively recruiting and we expect to be able to start interviews in mid-March
  - We are leveraging resources in Code Enforcement to assist with neighborhood parking complaints so that we can keep as many people downtown as possible
- We continue to deploy the free 10-minute curbside pick up zone signs to support local restaurants and retailers. We are making upgrades to this program to include:
  - Painting the meter heads yellow to match the signage
  - Replace paper signs with something sturdier
  - Standardizing locations of zones (first and last stall on the block)
  - Specifying the hours the zone is in effect (not 24/7)
  - Outreach to businesses has been overwhelmingly positive

# Revenue

Month	2018 Total Revenue	2019 Total Revenue	2020 Total Revenue	2021 Total Revenue	% Change from 2019
January	\$369,176.11	\$374,313.74	\$367,193.74	\$186,199.85	-50.3
February	\$345,887.16	\$287,497.08	\$369,532.17		28.5
March	\$420,203.81	\$372,237.85	\$253,182.74		-32.0
April	\$388,519.68	\$375,838.55	\$61,847.89		-83.5
May	\$391,094.10	\$373,650.69	\$75,352.67		-79.8
June	\$384,787.12	\$341,844.66	\$203,025.49		-40.6
July	\$365,517.15	\$376,227.27	\$224,205.49		-40.4
August	\$393,171.48	\$369,786.37	\$222,781.68		-39.8
September	\$333,633.07	\$359,392.81	\$234,888.92		-34.6
October	\$391,746.20	\$414,812.56	\$244,972.38		-40.9
November	\$352,226.56	\$374,827.93	\$186,735.34		-50.2
December	\$359,999.62	\$380,640.79	\$181,297.02		-52.4
<b>Total</b>	<b>\$4,495,962.06</b>	<b>\$4,401,070.30</b>	<b>\$2,625,015.53</b>	<b>\$186,199.85</b>	<b>-40.4</b>



# Revenue



# Spokane Municipal Code Update

- Code package was presented to PAC in September and a comment period for PAC members ran for 2 weeks.
- Overview of this code package:
  - Combine industry best practices with Spokane regulations
    - *Review of peer city's municipal code: Seattle; Tacoma; Olympia; Vancouver; Boise, ID; Portland, OR*
  - Future-proof code
  - Clear understanding of parking rules
    - *Simplifies language for both the public and City/Court staff*
  - Optimize parking enforcement and close language gaps

# Spokane Municipal Code Update

- Move all parking fees & fines to a fee schedule
  - Annual review by Parking Manager and City Council
- Define framework for Paid Parking Zone rates
  - *85% occupancy (industry best practice)*
  - *No meter rate increases are proposed at this time*
- Parking violation rate options:
  - *\$30 paid parking violations/\$45 all other violations*
  - *\$30 paid parking violations/\$65 for safety related violations/\$45 all other violations*
  - *\$30 paid parking violations/\$45 all other violations – Graduated escalation for repeat offenders within one calendar year*
- We have been working with legal for the last 3 months to tie up a few loose ends related to enforcement – comparing RCW to SMC and identifying which staff members have the legal authority to perform certain duties

# Spokane Municipal Code Update

- Approval Process:
  - ☐ Council Study Session – August 2020
  - ☐ PAC – September 2020
  - ☐ Urban Experience – December 2020
  - ☐ Urban Experience – March 2021?
  - ☐ Council Approval in March 2021
- Future Code Amendments include PAC section
  - ☐ Relocate from Title 7 (finance) to Title 4 (boards and commissions)
  - ☐ include language that is consistent with all of the other City boards and commissions (staff support, OPMA, etc)
  - ☐ Diversify membership (include representation from U-District, neighborhoods, ...) and include more flexible language for membership

# Paid Parking Equipment

Single/Dual Space Meters McKay	Kiosks/Pay Stations Flowbird
<p><b>Benefits:</b></p> <ul style="list-style-type: none"><li>• Convenience and ease of use</li><li>• Effective for dense commercial areas</li><li>• Reduced footprint with dual space meters</li><li>• Decals and meter information instead of signage</li><li>• Visual indicators for foot enforcement patrol</li><li>• Reduced collections</li><li>• Increased visibility of enforcement personnel</li></ul>	<p><b>Benefits:</b></p> <ul style="list-style-type: none"><li>• Payment and virtual permit status monitored with LPR</li><li>• Increase in mobile payment</li><li>• Less time and frequency for collections</li><li>• Reduced maintenance</li><li>• Eliminates “piggy-back” on remaining parking time</li><li>• Less infrastructure</li></ul>
<p><b>Considerations:</b></p> <ul style="list-style-type: none"><li>• More infrastructure than pay stations</li><li>• Minimal reduction in collection time</li><li>• Space-based</li></ul>	<p><b>Considerations:</b></p> <ul style="list-style-type: none"><li>• Distance</li><li>• Signage impacts</li><li>• Out-of-order status impacts</li></ul>



# Paid Parking Equipment

## ○ Recommended Plan for Spokane

- Single / Dual space meters in immediate highest turnover area in downtown (2 hour zone)
  - Patrolled by foot
  - Visual indicator for payment and out-of-order
  - Mobile payments pushed to meters
  - High turnover
- Pay stations in all other paid parking zone areas
  - Patrolled by LPR
  - Pay-by-plate payments and permits

## ○ How will the LPR units be used in Spokane?

- LPR units will patrol **ALL** areas of the downtown
- Digital time markings will be shared between LPR units and handheld devices and vice-versa
- LPR hits will be sent to handheld devices
- LPR units will be used to collect occupancy data which will inform on future meter rate increases



## • Paid Parking Equipment •

- AIMS software and supplies- ~\$200k/year
- LPR equipment - ~\$115k for equipment (3 vehicles), \$5k annually for backend software
- Dual Space Meters 475 at \$800 each = \$380,000
- Kiosks 310 at \$6,226 each = \$1,930,060
- Annual costs for meters/kiosks = \$235,000
- Additional costs for signage, implementation staff, etc
- Capital costs ~ \$2,425,000
- Annual costs ~ \$440,000



# SIP Loan

- Insert Kim's slide here

# Parking Study Implementation Plan



Downtown Parking Study | FINAL

## IMPLEMENTATION AND PHASING

Figure 5-1 Strategy Implementation Matrix

Partners						Phasing					
Parking Services          City Departments          University District Development Association          DSP & Downtown Business Interest Groups          Parking Operators          Spokane Transit Authority          Taxi/Uber/Lyft          Freight          Special Events/Tourism          Spokane County						Planning          Implementation          Refinement					
Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline					
						2019	2020	2021	2022	2023	2024
A. Adopt Downtown Parking Goals	A.1	Adopt formal parking goals and objectives.	<ul style="list-style-type: none"> <li>Adopt formal parking goals and objectives to serve as a guiding framework for parking management and policy.</li> </ul>								
	B.1	Adopt a formal performance-based management program.	<ul style="list-style-type: none"> <li>Adopt a code ordinance establishing a performance-based parking management program.</li> <li>Revise current rate structure to: 1) establish 'Premium' and 'Value' zones, 2) increase rate differential between low and high demand areas, and 3) reduce cost differential between on- and off-street parking.</li> <li>Establish a monitoring program to assess parking occupancy on a periodic basis to inform rate adjustments.</li> <li>Establish internal and external data sharing protocols, including the development of an annual report shared with City Council and the public.</li> </ul>								
B. Maximize Use of Existing Supply	B.2	Adjust on-street regulations to allow for a more flexible user experience.	<ul style="list-style-type: none"> <li>Expand existing meter district.</li> <li>Adjust timed stay designations to accommodate longer parking stays in lower demand areas, simplify the system, and better manage high demand areas.</li> <li>Increase citation rates for common offenses to further discourage those behaviors.</li> </ul>								
	B.3	Pilot shared parking programs with willing property owners.	<ul style="list-style-type: none"> <li>Pilot a partner program with private property owners to make all or a portion of their underutilized off-street spaces part of a shared public supply.</li> <li>Create an interactive and open-source parking database and web platform for facilitating shared parking opportunities.</li> </ul>								
	B.4	Evaluate right-of-way changes to mitigate on-street parking impacts, while supporting multimodal improvements.	<ul style="list-style-type: none"> <li>Coordinate with partner departments and share parking study data to further assess parking impacts from right-of-way changes.</li> <li>Develop formal procedures for right-of-way change assessment in relation to on-street parking.</li> </ul>								
C. Optimize Management Policy and Programs	C.1	Adopt a policy framework that encourages flexible, but consistent freight and passenger loading activity.	<ul style="list-style-type: none"> <li>Evaluate creation of an official flex zone policy which prioritizes various uses of the curb and adjusts allocation accordingly.</li> <li>Evaluate creation of shared loading zones.</li> <li>Continue to monitor impacts of shared mobility services, delivery, and future autonomous vehicles on curb demands.</li> </ul>								
	C.2	Modify permits and programs.	<ul style="list-style-type: none"> <li>Transition the Commercial Loading Zone and the Special Loading Zone into virtual permit programs.</li> <li>Adopt an Urban Goods Delivery Strategy to improve commercial deliveries and loading.</li> <li>Evaluate modifications to Residential Parking Pass program.</li> </ul>								
	C.3	Implement modifications to event management policies.	<ul style="list-style-type: none"> <li>Establish event management zones within downtown (and potentially the University District) that result in pricing and regulations changes.</li> <li>Partner with Spokane Transit Authority for park-and-ride shuttle service during major events.</li> </ul>								



# Parking Study Implementation Plan



Downtown Parking Study | FINAL

Partners							Phasing					
<div><div> Parking Services</div><div> City Departments</div><div> University District Development Association</div><div> DSP &amp; Downtown Business Interest Groups</div><div> Parking Operators</div><div> Spokane Transit Authority</div><div> Taxi/Uber/Lyft</div><div> Freight</div><div> Special Events/Tourism</div><div> Spokane County</div></div>							<div><div> Planning</div><div> Implementation</div><div> Refinement</div></div>					
Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline						
						2019	2020	2021	2022	2023	2024	
	C.4	Pilot a universal valet program.	<ul style="list-style-type: none"><li>Evaluate implementation of a pilot program for universal valet to facilitate convenient drop-off/pick-up within the Downtown Core.</li></ul>									
D. Enhance Administration and Operations	D.1	Adopt formal enforcement and maintenance goals and metrics.	<ul style="list-style-type: none"><li>Develop policies and procedures guidelines that define a proactive and reactive maintenance program that defines performance measures.</li><li>Adopt a parking ambassador program that is focused on customer service, compliance, and education.</li><li>Develop parking enforcement standards using performance measures.</li><li>Consider a monthly review with parking personnel to discuss performance measures.</li><li>Implement an ongoing enforcement training program.</li></ul>									
	D.2	Improve staff training and communications. Identify long-term parking staffing needs.	<ul style="list-style-type: none"><li>Establish a communications plan with parking enforcement personnel that regularly disseminates performance measure information.</li><li>Invest in on-going training for PEOs and meter maintenance staff.</li><li>Document legacy operational knowledge and create a Policies and Procedures Manual.</li><li>Expand parking enforcement staffing schedule to include evenings and weekends consistent with paid parking hours of operation.</li></ul>									
	D.3	Enhance technology systems for enforcement.	<ul style="list-style-type: none"><li>Replace parking enforcement handheld ticket writer equipment.</li><li>Purchase additional License Plate Recognition equipment to support the City's use of digital permits and license plate-based payments including mobile payment and pay stations.</li><li>Work with mobile payment provider Passport to address payment loopholes.</li><li>Consider releasing a comprehensive Request for Proposals for an integrated citation and permit management solution.</li></ul>									
	D.4	Enhance revenue collections and reconciliation.	<ul style="list-style-type: none"><li>Invest in a closed-can collection system and consider installing e-locks and/or keying meters by route or location to increase security and reduce risk to staff.</li><li>Reallocate staffing resources to ensure morning parking enforcement is supported.</li><li>Increase security policies for coin counting with oversight and consistently reconcile financial revenue reports with Loomis deposit slips within one day of pickup.</li><li>Develop meter collection routes based upon technology to allow for simplified reconciliation and tracking processes.</li></ul>									
E. Make Parking Simple to Find and Use	E.1	Develop and implement a formal downtown parking "brand" and a parking wayfinding program.	<ul style="list-style-type: none"><li>Coordinate with Visit Spokane and other downtown partners.</li><li>Adopt a formal parking brand and style guide for signage, wayfinding, and parking collateral.</li><li>Install signage at all public facilities and roll out in coordination with other elements of communication program.</li><li>Work with Downtown Spokane Partnership and other key stakeholders to integrate private parking facilities into program.</li></ul>									
	E.2	Develop an enhanced marketing and communications plan.	<ul style="list-style-type: none"><li>Augment existing parking communications and marketing in downtown.</li><li>Utilize new brand, signage, and content to conduct a comprehensive public education campaign about downtown parking.</li><li>Evaluate creation of an interactive and open-source parking inventory website and database.</li></ul>									

# Parking Study Implementation Plan



Downtown Parking Study | FINAL

Partners							Phasing					
<div><div> Parking Services</div><div> City Departments</div><div> University District Development Association</div><div> DSP &amp; Downtown Business Interest Groups</div><div> Parking Operators</div><div> Spokane Transit Authority</div><div> Taxi/Uber/Lyft</div><div> Freight</div><div> Special Events/Tourism</div><div> Spokane County</div></div>							<div><div> Planning</div><div> Implementation</div><div> Refinement</div></div>					
Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline						
						2019	2020	2021	2022	2023	2024	
	E.3	Streamline downtown payment systems.	<ul style="list-style-type: none"><li>Transition to a single and consistent meter type for on-street parking, ensuring multiple payment options are provided.</li><li>Modify zoning code to require a payment receipt for all off-street parking transactions, ensuring that outdated payment technologies (e.g., slot boxes) are phased out.</li><li>Incentivize use of consistent payment systems and mobile apps within private, off-street facilities.</li></ul>									
F. Update City Policy and the Zoning Code	F.1	Revise existing zoning policies and standards.	<ul style="list-style-type: none"><li>Revise existing zoning policies and standards to ensure downtown develops and manages parking in support of its long-term vision.</li><li>Modify the zoning code to expand the use of transportation demand management (TDM) in downtown to reduce parking demand and promote enhanced mobility.</li></ul>									
	F.2	Expand and diversify funding approaches and financial incentives.	<ul style="list-style-type: none"><li>Expand and diversify parking funding approaches.</li><li>Further define net revenue allocation policies and develop a formal annual expenditure planning process to support six-year plan recommendations.</li><li>Monitor impacts of shared mobility services and automated vehicles on parking demand and revenues.</li></ul>									
G. Reduce Parking Demand	G.1	Strengthen the use of TDM in downtown.	<ul style="list-style-type: none"><li>Evaluate existing Commute Trip Reduction (CTR) agreement with County of Spokane and identify opportunities for improvement in meeting single-occupancy vehicle (SOV) trip-reduction targets for CTR employment sites.</li><li>Explore the creation of a downtown-specific Transportation Management Association (TMA) to bolster TDM programs for all downtown users.</li><li>Implement priority elements of previously-developed TDM toolkit.</li></ul>									
	G.2	Support multimodal improvements.	<ul style="list-style-type: none"><li>Support and coordinate with city departments and regional agencies to invest in transit, biking, walking, and shared mobility services that: 1) reduce parking demand and 2) extend the reach of the parking system.</li></ul>									

## Return to Downtown

- Parking Philosophy – Use of Courtesy Notices
- 10-minute zones – business use of Courtesy Notices, increased patrols
- Small Business Saturdays Promotions - \$1 off
- #SupportSpokane – Partnership with DSP?

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

RES 2021-0029

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

PLANNING &amp; ECONOMIC

**Cross Ref #**

RES 2021-0023

**Contact Name/Phone**

LOUIS MEULER 6096

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

LMEULER@SPOKANECITY.ORG

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

Resolutions

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

0650 2021 PLAN COMMISSION WORK PROGRAM

**Agenda Wording**

Pursuant to SMC 4.12.080, "In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues

**Summary (Background)**

Annual adoption of the Plan Commission Work Program

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

**Study Session\Other**

3/8/21 Urban

**Division Director**

BECKER, KRIS

**Council Sponsor**

Lori Kinnear

**Finance**

DUFFEY, ANDREW

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ORMSBY, MICHAEL

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**Additional Approvals**

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**Purchasing**

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jrichman@spokanecity.org





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

**Agenda Wording**

for commission consideration." After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	2021 Plan Commission Work Program
<b>Date:</b>	3/8/2021 Urban Development Committee meeting
<b>Contact (email &amp; phone):</b>	Louis Meuler, <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096
<b>City Council Sponsor:</b>	Councilwoman and Plan Commission Liaison Lori Kinnear
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Development
<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)	Comprehensive Plan
<b>Strategic Initiative:</b>	Urban Development / City Planning
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of the 2021 Plan Commission Work Program by Council
<b>Background/History:</b> Annual adoption of the Plan Commission Work Program	
<b>Executive Summary:</b> <p>Pursuant to SMC 4.12.080, “In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues for commission consideration.”</p> <p>After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	



## RESOLUTION NO. 2021-0029

A resolution approving the Plan Commission's 2021 Work Program.

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the City Council and the Plan Commission met on January 28, 2021 to review and discuss the proposed Plan Commission 2021 Work Program; and

**WHEREAS**, the Plan Commission voted to recommend approval of the attached Plan Commission 2021 Work Program at their meeting held on March 10<sup>th</sup>, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission's 2021 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2021.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

**BE IT FURTHER RESOLVED** that the Council and the Plan Commission commit to review the 2021 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

### Plan Commission 2021 Work Plan

Project Name	Start/Status	Plan Commission Review	Project Completion
2020 Development Code (UDC) Maintenance	In Progress	Q1-2021	Q2-2021
Downtown Plan Update	In Progress	Q1-2021	Q2-2021
* Downtown Plan & North Bank Implementation as needed: Codes and Guidelines	Q3-2021	Q4-2021	Q1-2022
Housing Action Plan	In Progress	Q1-2021	Q2-2021
* Housing Action Plan Implementation - Missing Middle Housing	TBD	TBD	TBD
Accessory Dwelling Unit - (ADU) Code Update	Q2-2021	Q3-2021	Q4-2021
Review and Potentially Implement Items that did not move forward from Phase I Infill Housing Project	TBD	TBD	TBD
Design Guidelines – Shoreline, Public Projects, PUD, Skywalk, etc.	In Progress	Q2-2021	Q3-2021
Capital Facilities Chapter Update - Water	In Progress	TBD	TBD
Capital Facilities Chapter Update - Sewer	TBD	TBD	TBD
Highway 2 - West Plains Transportation Study - WSDOT Lead	In Progress	TBD	TBD
U.S. 195 / I-90 Transportation Study - SRTC Lead	In Progress	Q3-2021	Q4-2021
Division Street Study - Finish Phase 1 - Start Phase 2 - SRTC Lead	In Progress	Q3-2021	Q4-2021
"City Line" TOD Overlay Plan Implementation	In Progress	Q3-2021	Q4-2021
Transit Oriented Development Centers and Corridors Planning - I.E. Monroe / 9th and Perry	Q2-2021	Q3-2021	Q4-2021
2021 Unified Development Code Clean-up	Q2-2021	Q3-2021	Q4-2021
Short Term Rental Housing Ordinance Update	TBD	TBD	TBD
North Town - Center Planning	TBD	TBD	TBD

### 2021 Mandated / Annual Projects

6-Year Transportation Program Update	In Progress	Q2-2021	Q2-2021
6-Year City-Wide Capital Program Update	Q2-2021	Q3-2021	Q4-2021
2020 / 2021 Comp Plan Amendments - 7 Applications	In Progress	Q2/Q3 - 2021	Q4-2021
Shoreline Master Plan Update	In Progress	Q1-2021	Q2-2021
Flood Plain Regulation Update	Q2-2021	Q3-2021	Q4-2021

Notes:

Remaining Neighborhood Plans - Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman

Spokane County Urban Growth Area Mandatory Review - 2025

WA State Periodic Comprehensive Plan Update - June, 2026

Next WA State Shoreline Program Update - June, 2030

A YEAR IN REVIEW

CITY OF SPOKANE

# 2020 Plan Commission



# Contents



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- Workshop and Hearing Overviews .....6-12



# Purpose of the Plan Commission

Plan Commission provides advice and makes recommendations on broad planning goals, policies, and other matters as requested by the City Council.

The Plan Commission provides opportunities for public participation in City planning by providing, through its own membership, an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.

In addition to and in specification of the general charge in Charter Section

128, the commission has authority over and responsibility for the following functions:

**Comprehensive Planning:** To propose the adoption, coordination, amendment and implementation, from time to time, of the elements of the Comprehensive Plan.

**Zoning:** To interpret and recommend amendments to the Spokane Municipal Code to determine specified zoning issues not entrusted to the Hearing Examiner, such as area-wide re-zones.

**Annexation:** To make recommendations to City Council on petitions for annexation of land to the City.

**Meeting date, time and location:** The Plan Commission meets the 2nd and 4th Wednesday of each month at 2 p.m.

Authorized through  
Charter Section 128, in  
1910 and SMC 04.12

A quorum is a majority of the current members of the Plan Commission but can't be less than five members.

TODD  
BEYREUTHER

**President**  
**01/01/19 - 12/31/22**

GREG  
FRANCIS

**Vice President**  
**01/01/18 - 12/31/21**

MICHAEL  
BAKER

**Commissioner**  
**01/01/14 - 12/31/20**

JOHN  
DIETZMAN

**Commissioner**  
**01/01/14 - 12/31/20**

DIANA  
PAINTER

**Commissioner**  
**01/01/18 - 02/10/21**

SYLVIA  
ST. CLAIR

**Commissioner**  
**07/17/17 - 12/31/21**

CAROLE  
SHOOK

**Commissioner**  
**07/17/17- 12/31/21**

## NEW MEMBERS IN 2020

Three new members were added to the Plan Commission on June 8th, 2020.

THOMAS  
SANDERSON

**Commissioner**  
**06/08/20 - 12/31/23**

CLIFFORD  
WINGER

**Commissioner**  
**06/08/20 - 12/31/23**

JO ANNE  
WRIGHT

**Commissioner**  
**06/08/20 - 12/31/23**

## LIAISON MEMBERS

CANDACE  
MUMM

**City Council  
Liaison**

MARY  
WINKES

## Community Assembly Liaison



# Plan Commission Workshops and Hearings

Workshops are working sessions of the Plan Commission held to discuss items in preparation for public hearings. City staff facilitates the dialogue, provides information, composes working drafts and answers questions. No public testimony is taken during workshops, however persons may be invited to speak by the President when appropriate, as long as all known parties have been notified and included.

Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:

Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan.

Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.

Read the full Plan Commission Findings and Recommendations [HERE](#) on the City of Spokane Plan Commission webpage





# Plan Commission Workshop & Hearing Overview

## January - March

The year 2020 began with a set of unique challenges stemming from the Covid-19 Pandemic. In March, Governor Inslee's Stay Home, Stay Safe order prohibited in-person meetings making traditional Plan Commission meetings impossible. Adeptly adapting to changing circumstances, the City of Spokane moved the meeting to an online platform. However, from March to May, meetings were limited to urgent and time sensitive hearing Items.

### Hearings:

#### Street Name Change Package

A hearing to consider multiple proposed street name changes.

- By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed roadway name changes, subject to the following condition: "...that the City delay implementation of these changes for a time until ways of assisting the affected residents who have limited resources and abilities can be explored."

### Workshops:

#### Renaming of East Central Community Center

A process to consider new names for the Center was launched and the City of Spokane created a list of possible names for consideration. The options recognize individuals who have made significant contributions to the City of Spokane, as well as names that have geographic or historical significance. The Martin Luther King, Jr. Family Outreach Center is the chosen name.

#### Update to Downtown Plan

A presentation of the updated Downtown Plan was discussed during the Plan Commission workshop. The Downtown Plan is expected to result in a series of recommended actions and guide new improvements for the next ten years.

#### Receivership Code Amendment

Changes needed to SMC sections 17F.070.470 and 17F.070.490 in order to allow receivership as an alternative to demolition of abandoned properties.

#### SRTC Division Street Study & US195 / I-90 Study

SRTC and partners seek creative strategies to mitigate congestion, improve traffic safety, and support land use and economic development goals all while preserving the ability of the corridors to facilitate regional throughout.

#### Design Guidelines Creation for Public Projects, PUD, Sky Buildings

This project entails crafting new design guidelines for Public Projects and Structures, Skywalks over Public Rights-of-Way, and City-Wide Guidelines. Also to evaluate the worth of continuing with design review of Planned Unit Developments (PUDs). If there is significant value in continuing design review for PUDs then the City will need Design Guidelines for this project type.

#### 6 Year Street Program Update

In order to comply with the provisions of the Growth Management Act and RCW 35.77.010, and for the City of Spokane to qualify for grant and low interest loan funds, it is required that the City maintain a 6-Year Capital Improvement plan for its capital street program.

#### South University District Subarea Plan

Planning Services staff and Project Team have developed a draft South University District Subarea Plan to guide future development in a 214-acre area just east of the Downtown core. Based on the framework provided by the subarea plan's goals and policies, a proposed Comprehensive Plan Amendment and corresponding map changes would focus higher-density commercial development and more detailed design requirements along the Sprague Avenue and Sherman Street corridors.



# Plan Commission Workshop & Hearing Overview

April - June

## Hearings:

### 6 Year Street Program Consistency Review

These capital plans provide a blueprint for improving the City's sewer, water, and transportation infrastructure in a rational, coordinated, cost-effective manner.

- By a vote of 7 to 0, the Plan Commission recommended the approval of these amended documents by the City Council.

## Workshops:

### Northbank Subarea Plan

The City will be conducting a planning process for the North Bank this year, which will focus on the vision and strategies to guide new development and ensure a vibrant North Bank.

### Proposed Cannon Streetcar Historic District

Historic designation is one method of ensuring that changes to your neighborhood occur thoughtfully, preserving the fabric that people love—homes with history, vital dwellings that preserve the past, while acknowledging modern lifestyles. Historic district designation can preserve the essential features of a neighborhood, while permitting contemporary improvements and additions that contribute to the historic character of the area.

### 6 Year City Wide Capital Program Consistency Review

The Six Year Comprehensive Programs are annually updated and presented to the City Plan Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comprehensive Plan between September 1 and October 31 of each year, per SMC 17G.020. All complete applications received will be reviewed by a city council subcommittee and those placed on the Annual Comprehensive Plan Amendment Work Program for the City of Spokane will begin full review early in the calendar year. Anyone may make a proposal to amend the City's Comprehensive Plan. There were nine proposed Amendments this year: Z19-499COMP, Z19-501COMP, Z19-502COMP, Z19-503COMP, Z19-504COMP, Z19-505COMP, Z20-019COMP, Z20042COMP, Z20-045COMP

### Grand Blvd. Transportation & Land Use Study

Grand Boulevard is a key north-south arterial for the City of Spokane through the South Hill neighborhoods. The Grand Blvd. corridor study was commissioned to understand existing issues for pedestrians, bicyclists, and vehicles, develop potential streetscape improvements, and identify economic opportunities and zoning needs.



Property in proposed Cannon Streetcar Historic District

# Plan Commission Workshop & Hearing Overview

July- September

## Hearings:

### South University District Subarea Plan

Provides a vision for future development of a 214-acre area just east of the downtown core. The subarea plan includes a vision statement, goals, and policies to guide future development in the South University District, and proposes specific zone changes in a 90-acre area focused on the frontages of E. Sprague Avenue and S. Sherman Street.

- By a vote of 9 to 1, Plan Commission recommended that City Council recognize the subarea plan and approve the map amendments.

### Grand Boulevard Transportation & Land Use Study

Is a record of the neighborhood's ongoing desire and effort to continue building vibrant, healthy, active, safe, and connected neighborhoods for all residents.

- By a vote of 9 to 0 the Spokane City Council APPROVE the Resolution recognizing the Study.

### North Foothills CC3 Overlay Zone Expansion

Applying a CC-3 overlay allowed a unified development approach. Properties to the

southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comp. Plan between 9- 1 and 10- 31 of each year. Those applications placed on the Annual Comprehensive Plan Amendment Work Program will begin full review early in the year. Anyone may make a proposal to amend the City's Comprehensive Plan.

- Z19-4 99COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-501COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z19-502COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the proposed amendment for parcels 35273.0305 and 35273.0306 to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the

City's Zoning Map, and by a vote of 9 to 0, recommends City Council DENY the requested amendment for parcels 35273.0219 and 35273.0220 to the Land Use Plan Map

- Z19-503COMP- by a vote of 8 to 1, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-504COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-505COMP - by a vote of 7 to 0 and 1 abstention, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z20-019COMP- by a vote of 8 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-042COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-045COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment

# Plan Commission ..... Workshop & Hearing Overview

July- September

## Workshops:

### Street Engineering Design Standards Chapters and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

### Housing Action Plan

The City of Spokane is creating the Housing Action Plan to help increase housing options that are affordable and accessible for people and families of all incomes. The plan will provide a strategic approach to address current and future housing needs of the Spokane community. It will provide a coordinated vision that supports more people being able to find a home that meets their needs with access to opportunities, services and amenities.

### North Foothills CC3 Overlay Zone Expansion

The City received requests from two groups - Catholic Charities Eastern Washington and Spokane Public Schools to consider expanding the CC-3 Overlay Zone. Property located in a CC-3 Overlay Zone may "opt-in" and use the CC-1 or CC-2 standards (see Spokane Municipal Code 17C.122.020 for a list of allowed uses and development standards). Both applicant groups were aiming to aggregate properties in a mix of zoning categories: primarily a mix of CC-1-EC and LI (Light Industrial), making site design and use considerations problematic. Applying a CC-3 overlay allowed a unified development approach. Properties to the southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.



Affordable Housing at Jayne Auld Manor

# Plan Commission Workshop & Hearing Overview

October - December

## Hearings:

### Street Engineering Design Standards Chapter 3 and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

- By a vote of 8 to 0, the Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions, Findings of Fact, Conclusions, and Recommendation Engineering Design Standards Chapter 3 and SMCs p. 3 are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

### 6 Year City Wide Capital Program

The Six Year Comprehensive Programs are annually updated and presented to the City Plan

Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

- By a vote of 8 to 0, 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.

### Renaming Fort George Wright Drive

An application was submitted by the Councilmembers Karen Stratton and Betsy Wilkerson for a Street Name Change for the renaming of Ft. George Wright Drive, between Government Way and TJ Meenach Bridge, to be renamed "Whistalks Way."

- By a vote of 10 to 0, the Plan Commission recommends to the City Council the approval of the proposed street name changes, to

include historical signage on the former name, the new name, and why the name was changed.

### Receivership Code Text Amendment SMC 17F

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane.

However, this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

- By a vote of 8 to 0, the Plan Commission recommends approval of the proposed amendments to the Spokane Municipal Code as they relate to the Existing Building and Conservation Code.



Newly Renamed Whistalks Way



# Plan Commission Workshop & Hearing Overview

October - December

## Hearings Continued:

### Remanded Z19-502COMP - 29th & Ray - Comprehensive Plan Amendment

At its hearing on the annual comprehensive plan amendment proposals, the City Council remanded application Z19-502COMP to the Plan Commission for further consideration. Specifically, the City Council requested input from the Plan Commission and neighborhood council whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant.

○ By a vote of 7 to 1 with one abstention on the final motion, the Plan Commission recommends Residential 10-20 for the two subject parcels, was made according to the following findings by the Plan Commission:

- The residential two-family zoning category is more restrictive than a multi-family zoning category, while still providing for greater density to serve the nearby Lincoln Heights District Center.

- Residential uses were envisioned by the City Council remand, and the public has had sufficient opportunity to provide input and comment on a residential use in this location.

- Residential Two-Family (RTF) zoning would not allow a conditional use permit for Office use on these parcels, as would be possible under Residential Multi-Family zoning category.

- Existing Land Use Plan Map Designations and Zoning designations around the Lincoln Heights District Center already provide for transitional land uses described in LU 3.2, Centers and Corridors.

- In consideration of decision criteria outlined in Spokane Municipal Code 17G.020.030, the Plan Commission finds the following:

- The modified proposal recommended by Plan Commission meets the decision criteria outlined in 17G.020.030.A through J, including meeting the requirements of GMA and the Comprehensive Plan; without limiting the generality of the foregoing, the modified proposal is consistent with the City's Comprehensive Plan and regional plans and population forecasts.

- A Land Use Plan Map designation of "Residential 10-20" and a zoning designation of "Residential Two-Family" would better

meet the decision criteria outlined by Spokane Municipal Code 17G.020.030, especially as it relates to the location criteria in the Comprehensive Plan (criterion K.2.a), and would better implement the Comprehensive Plan (criterion K.2.c).

- The site may not be entirely suitable for development of a single-family home due to access, traffic, and parking impacts related to the adjacent intersection (criterion K.2.b).



29th and Ray

# Plan Commission Workshop & Hearing Overview

October - December

## Workshops:

### Receivership Code Text Amendment SMC 17F

In a workshop, the Building Official process was discussed and City staff explained how this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

### Code Maintenance, Spokane Municipal Code - various sections

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by City Planning and Developer Services staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

This is the first overall maintenance effort undertaken and adopted since 2015. Several chapters of the SMC will be included. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy

7.2 calls out a continuing review process; the continuing need for periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff for relying on code citations and the enforcement of same.

The first Phase of this Proposal was presented to Plan Commission and concerns minor changes which include redundant phrasing or inaccurate word choice without changing meaning or substance.

### Housing Action Plan Update

The City of Spokane is preparing a Housing Action Plan to address current and future housing needs of the Spokane community. The Housing Action Plan will provide a strategic approach for the City to increase housing options that meet the needs of residents at all income levels. The planning process will follow a data-driven, community-informed approach with a focus on equity built on inclusive outreach and engagement with residents, partners, and City leaders. The outcome will be a coordinated vision that focuses attention, builds community support, and promotes accountability for enacting change.

The City hosted a series of roundtable discussion in September and October 2020 with community stakeholders to engage in deeper discussions and guide the development of key priorities around

development regulations, land use and housing policy, equity, and affordable housing and rental housing. The City worked with EcoNorthwest (a consultant) to complete a draft housing needs assessment that provides data which helps inform gaps and housing needs. Staff will also be publishing a community survey in November 2020 to gather experiences and issues related to housing from community members. This survey will be available in multiple languages, a first for a planning survey in Spokane.

### International Fire Code Update

Spokane Fire Marshal presented updates/amendments made to the International Fire Code and subsequent changes made to the Spokane Municipal Fire Code.



Single Family Residence Converted into a duplex

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

RES 2021-0030

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

PARKS &amp; RECREATION

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

GARRETT JONES 363-5462

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

GJONES@SPOKANECITY.ORG

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

Resolutions

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

1400 - 2021 AQUATICS PROGRAM FUNDING SUPPORT RESOLUTION

**Agenda Wording**

2021 Aquatics program resolution requesting funds in the amount of \$220,000 which allows Parks to offer a 2021 aquatics program comprised of open swim time, and a potential 10-week season with a maximum capacity of almost 58,000 visitors.

**Summary (Background)**

Parks owns and operates six aquatic centers typically offering a 10-week season. Park Fund revenues have been greatly decreased as a result of the pandemic and associated limits on programming and capacity of offerings. Reduced Park revenues eliminate the ability to support the regular 10-week season and without outside funding may only offer a modified 8-week season consisting primarily of learn-to-swim programs, a very limited free open swim access and a maximum capacity of only 12,996.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 220000

# 1400-54150-76902-39710-99999

Select \$

#

Select \$

#

Select \$

#

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

CONLEY, JASON K.

**Study Session\Other**

PIES

**Division Director**

JONES, GARRETT

**Council Sponsor**

CM Cathcart

**Finance**

WALLACE, TONYA

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gjones@spokanecity.org

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ORMSBY, MICHAEL

pclarke@spokanecity.org

**Additional Approvals****Purchasing**

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Parks and Recreation Division
<b>Subject:</b>	2021 Aquatics program funding support resolution
<b>Date:</b>	March 22, 2021
<b>Author (email &amp; phone):</b>	Garrett Jones, <a href="mailto:gjones@spokanecity.org">gjones@spokanecity.org</a> ; 363-5462
<b>City Council Sponsor:</b>	CM Cathcart
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" 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)	Approval of funding support in the amount of \$220,000 for the 2021 Parks Aquatics program

**Background/History:** Parks owns and operates six aquatic centers which typically offers a 10-week season. This year, centers are scheduled to start June 21 and end Aug. 27, with the exception of Witter Aquatics Center which is scheduled to open May 10 and close Sept. 10. Since 2018, the Park Fund has subsidized free and affordable aquatics access as part of its annual budget. Park Fund revenues have been greatly decreased as a result of the COVID-19 pandemic and associated limits on programming and capacity of offerings. Currently, the Park Fund is capable of supporting a modified aquatics season consisting of eight weeks of operation as opposed to 10 weeks, primarily of learn-to-swim programs and very limited free open swim access. This core model is expected to support a maximum capacity of 12,996 visitors. An expanded aquatics program, consisting of increased open swim time, a longer 10-week season and a maximum visitor capacity of almost 58,000, would require outside funding. If opportunities present themselves for additional financial support for the 2021 aquatics season through the City General Fund or other community investments, Parks would be able to provide the community the proposed expanded aquatics program.

**Executive Summary:**

- Park Fund revenue is not back to pre-COVID-19 levels and may only support a modified aquatics season consisting of learn-to-swim programs, very limited free open swim access and a maximum capacity of 12,996 visitors.
- With the support outside funding, the aquatics program could be expanded to include increased open swim time, potentially longer season and increased maximum capacity to almost 58,000 visitors.

**Budget Impact:**  
 Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source:  
 Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**  
 Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? Yes ☒ No  
 Specify changes required: Adhere to a comprehensive safety plan to include COVID-19 exposure control, mitigation and recovery.  
 Known challenges/barriers:



## **RESOLUTION NO. 2021-0030**

A RESOLUTION EXPRESSING SUPPORT FOR SUPPLEMENTAL AQUATICS FACILITY AND OPERATIONAL FUNDING SUPPORT IN 2021 NOT TO EXCEED \$220,000.

WHEREAS, the City of Spokane Parks and Recreation Division (Parks) owns or operates and maintains real estate, buildings and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, Parks owns and operates six Aquatic Centers that typically operates a 10-week season scheduled to start June 21, 2021, and end on August 27, 2021, except for Witter Aquatics Center which is scheduled to open May 10, 2021 and close September 10, 2021; and

WHEREAS, it is fundamentally important to provide learn-to-swim programs, and affordable and free Aquatics access to the Spokane community; and since 2018, the Park Fund has subsidized free and affordable Aquatics access as part of its annual budget; and

WHEREAS, Park Fund revenues have been greatly decreased as a result of the COVID-19 pandemic and associated limits on programming and capacity of offerings; and

WHEREAS, Parks is committed to supporting a limited and modified Aquatics season based on a Foundational Services Model consisting primarily of learn-to-swim programs with very limited Free Open Swim access, a model that is fully funded from the Park Fund bringing Aquatics attendance to a maximum capacity of 12,996; and

WHEREAS, if opportunities present themselves for additional financial support for the 2021 Aquatics season through the City General Fund or other community investments, Parks would be able to increase Aquatics programming accordingly; and

WHEREAS, building upon the Foundational Services Model in efforts to increase the length of the 2021 Aquatics season, increase the Free Open Swim opportunities and increase the maximum visitor capacity to 57,812; and

WHEREAS, swim lessons, lap swim, novice swim team and private swim team rentals will continue to have affordable, family-friendly rates; and

WHEREAS, Parks desires to promote water safety by increasing the number of swimmers in our community by seeking opportunities to provide free- or reduced-cost swim lessons through partnerships with the Spokane Parks Foundation and other collaborators;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council that the Parks and Recreation Division will be the recipient of supplemental funding support, not to exceed \$220,000, for programming and operational costs of the six Aquatics Facilities.

Adopted by the Spokane City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

RES 2021-0031

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

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

EBROWN@SPOKANECITY.ORG

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

Resolutions

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

4700 – STREET VACATION OF SCENIC BLVD BETWEEN 27TH AND 29TH

**Agenda Wording**

Resolution setting hearing before the City Council for May 17, 2021 for the vacation of Scenic Blvd between 27th and 29th, as requested by Dave Dupree.

**Summary (Background)**

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 14,009.39

# 3200 49199 99999 39510

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

PIES 03/08/2021

**Division Director**

BECKER, KRIS

**Council Sponsor**

Lori Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

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**For the Mayor**

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

mvanderkamp@spokanecity.org

## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Developer Services Center
<b>Subject:</b>	Vacation of Scenic between 27 <sup>th</sup> & 29 <sup>th</sup>
<b>Date:</b>	March 8, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
<b>Background/History:</b> The property owner would like to vacate unused right-of-ways and consolidate property to build a single family home	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Selling this right-of-way to the applicant by vacation petition, if approved, would generate \$10,894.88</li> <li>Map of the proposal area attached</li> <li>Written narrative from applicant attached.</li> <li>No public or private utilities are located within this RW</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## **RESOLUTION 2021-0031**

WHEREAS, on November 1, 2020, the Spokane City Council received a petition for the vacation of Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **May 17, 2021**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

## WRITTEN NARRATIVE


Proposed Land Vacation  
P210403VACA

The purpose of this land vacation is to consolidate this undeveloped parcel by removing this unnecessary right-of-way and build a single-family home.

The City of Spokane will benefit from this vacation by bringing this undeveloped land into the tax rolls, along with reducing possible maintenance and liability. This area was originally platted in 1906 and has remained undeveloped since.

## RESPONSES TO QUESTIONS

- **Is the right-of-way no longer required for public use or access?**  
This vacated right-of way is **no longer** required for public use or access. In fact, it never has been used or needed)
- **How will the use of the right-of-way change after it becomes private property?**  
This vacated right-of-way will be used as sole owner private property.
- **Will the vacation result in any parcel of land being denied sole access to a public right-of-way?**  
No parcel of land adjacent to this right-of-way will be denied sole access because of this vacation. The person requesting this vacation owns all parcels adjacent to the right-of-way.
- **Are there any utilities in the right-of-way and if so, do you plan to relocate them?**  
There are no utilities located in this right-of-way.

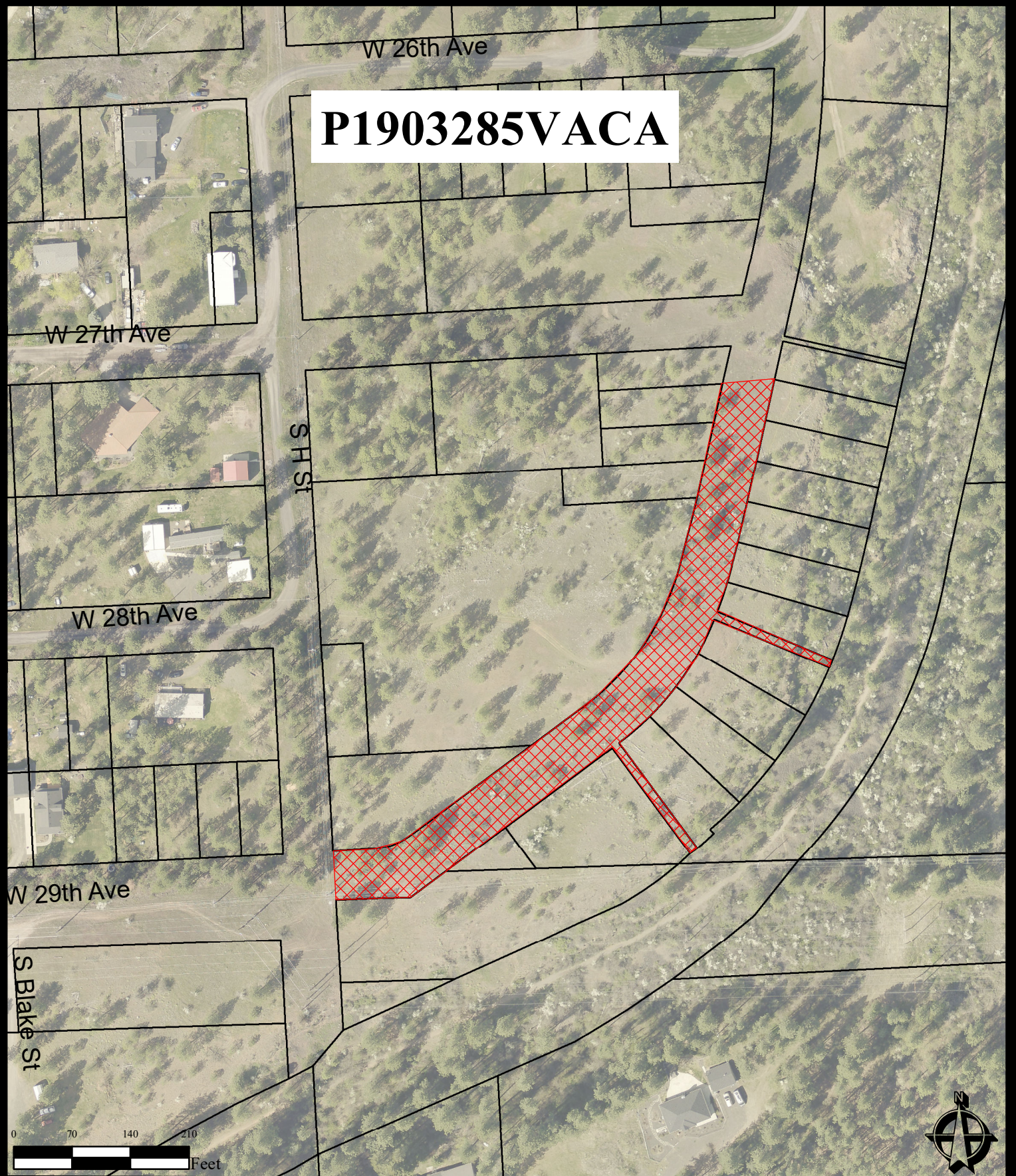


Dave DuPree - vacation applicant

Date 1/20/21



**P1903285VACA**



**Right-of-way Description:**  
Scenic Blvd south of a line drawn between the SW corner of Lot 8, Block 11 and the SW corner of Lot 13, Block 21 of the Plat of Stirling Heights, to the east line of H St. together with the 10' strips of RW between Scenic Blvd RW and the W.W.P. COS-Medical Lake RW (Now abandoned) that are directly adjacent to Lots 19, 20, 23, and 24 of Block 21.

**Legend**

 Proposed 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.





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

February 22, 2021

City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924 – YELLOWSTONE PIPELINE  
FRANCHISE (Deferred from January 25, 2021, Current Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, February 22, 2021, upon review of the March 1, 2021, Advance Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** Final Reading Ordinance C35924 to April 12, 2021; **carried unanimously (Council Member Stratton absent).**

Terri L. Pfister, MMC  
Spokane City Clerk





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

January 25, 2021


City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924 – YELLOWSTONE PIPELINE  
FRANCHISE (Deferred from November 30, 2020, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, January 25, 2021, upon review of the January 25 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Cathcart, seconded by Council Member Wilkerson, **to defer** Ordinance C35924—granting Yellowstone Pipeline 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, Spokane County, WA—to March 1, 2021; **carried unanimously.**

  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 23, 2020


City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE  
COMPANY FRANCHISE (Deferred from November 2, 2020, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, November 23, 2020, upon review of the above-referenced item on the November 30, 2020, Advance Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** to January 25, 2021, Final Reading Ordinance C35924—Granting Yellowstone Pipeline 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, Spokane County, WA—**carried unanimously.**

  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

October 26, 2020

City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE  
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 26, 2020, upon review of the November 2, 2020, Advance Agenda, the following action was taken:

**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.**

Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

October 5, 2020

City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE  
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 5, 2020, upon review of the October 12, 2020, Advance Agenda, and after Council discussion, the following action was taken:

**Motion** by Council Member Cathcart, 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, Spokane County, WA—to November 2, 2020; **carried unanimously (Council Member Kinnear absent).**

Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

September 21, 2020

City Clerk File No.:  
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE  
COMPANY FRANCHISE

During its 3:30 p.m. Administrative Session held virtually Monday, September 21, 2020, upon review of the September 21 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Members Cathcart and 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, Spokane County, WA—for three weeks (to October 12, 2020); **carried unanimously.**

Terri L. Pfister, MMC  
Spokane City Clerk

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

08/17/2020

**Date Rec'd**

8/5/2020

**Clerk's File #**

ORD C35924

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

CITY ATTORNEY

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

TIM 6225

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

TSZAMBELAN@SPOKANECITY.ORG

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

First Reading Ordinance

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

0500 YELLOWSTONE PIPELINE FRANCHISE

**Agenda Wording**

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

**Summary (Background)**

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Revenue \$ 25,000 Annually

# 0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

Finance - 10/21/19

**Division Director****Council Sponsor**

Michael Cathcart

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

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jsakamoto@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

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## **Ordinance C35924**

AN ORDINANCE 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, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

### **Section I. Definitions of Franchise Terms.**

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,



requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70A.300 RCW; and the Washington Model Toxics Control Act, Chapter 70A.305 RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

## **Section 2. Grant of Franchise Authority.**

### **2.1 Purpose of Franchise.**

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

## 2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

### 2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.



2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

**Section 3. Term and Renewal or Extension of Franchise.**

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

**Section 4. Assignment and Transfer of Franchise.**

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

## **Section 5. Compliance with State and Federal Laws.**

### **5.1 Compliance with State and Federal Law a Material Term of Franchise.**

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

## **Section 6. Construction and Maintenance of Facilities.**

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.



(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

**Section 7. Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

## 7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

## 7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

**Section 8. Encroachment Management.**

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

#### 8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

## **Section 9. Leaks, Spills, Ruptures, and Emergency Response.**

### **9.1 Grantee Shall Have Remote Monitoring System.**

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City<sup>[GJR(1)]</sup>, <sup>[GJR(2)]</sup> Grantee shall



be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

#### 9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

**Section 10. Required Relocation of Facilities for Public Project.**

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

#### 10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the

Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

## **Section 11. Removal of Grantee's Facilities - Abandonment in Place.**

### **11.1 Permanent Cessation of Use of Facilities.**

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

#### 11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 12. Violations, Remedies and Termination.**

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following



remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

**Section 13. Dispute Resolution.**

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

#### **Section 14. Indemnification.**

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

#### 14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

## **Section 15. Insurance and Bond Requirements.**

### **15.1 Insurance Requirement.**

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

**Section 16. Receivership or Foreclosure of Grantee.**



16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

#### **Section 17. Annual Franchise Fee and Costs.**

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

**Section 18. Legal Relations; Charter Requirements.**

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

**Section 19: Miscellaneous.**

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

To the Grantee:

Real Estate Services  
PO Box 7500  
Bartlesville, OK

Copy to:

Office of the City Attorney  
5<sup>th</sup> Floor City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1<sup>st</sup> day of \_\_\_\_\_, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.



**PASSED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

Attest:

Approved as to Form

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## **UNCONDITIONAL ACCEPTANCE BY GRANTEE**

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-\_\_\_\_\_), which are hereby accepted by Yellowstone Pipe Line Company this \_\_\_\_ day of \_\_\_\_\_, 2020.

Yellowstone Pipe Line Company

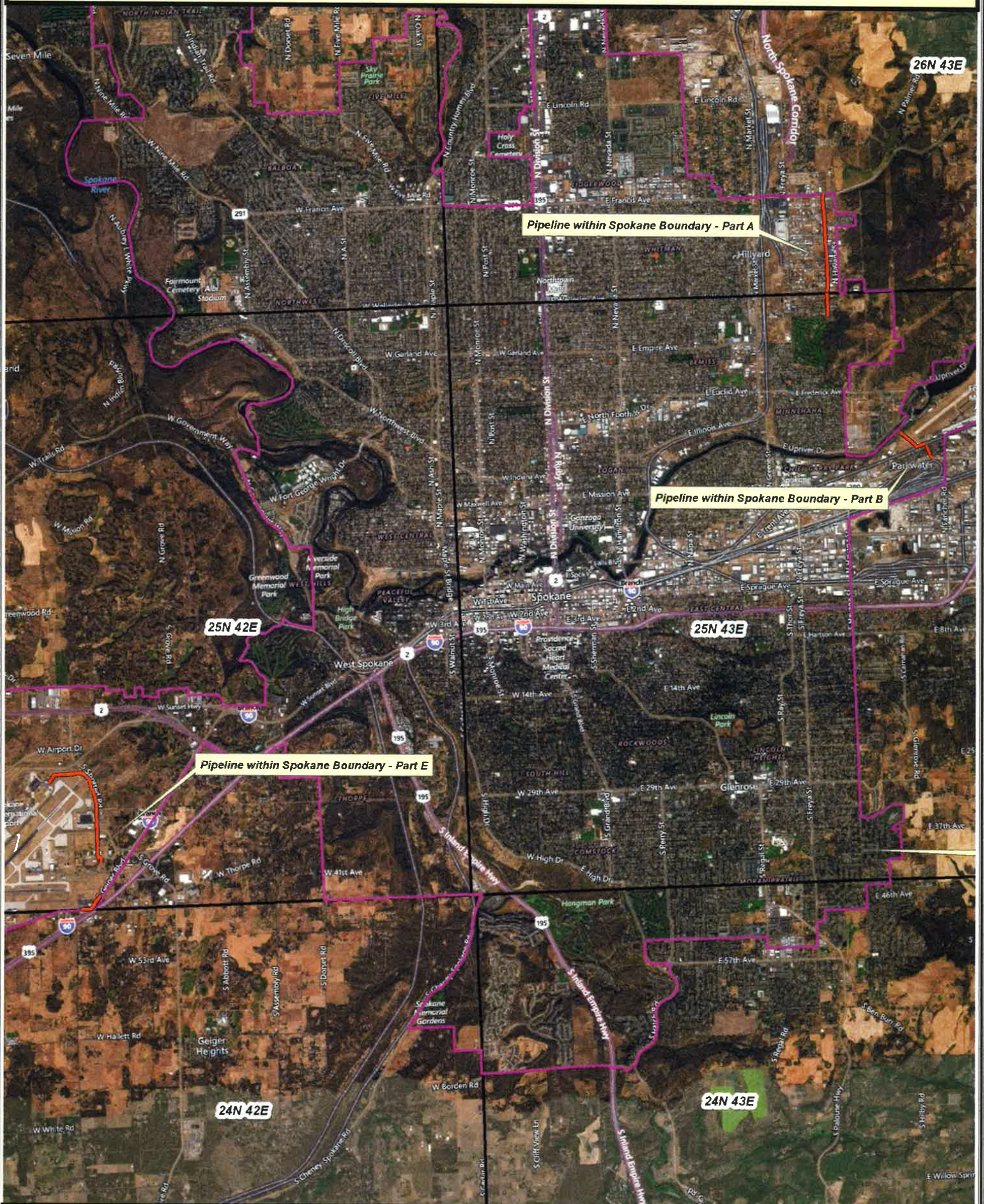
By: \_\_\_\_\_

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

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



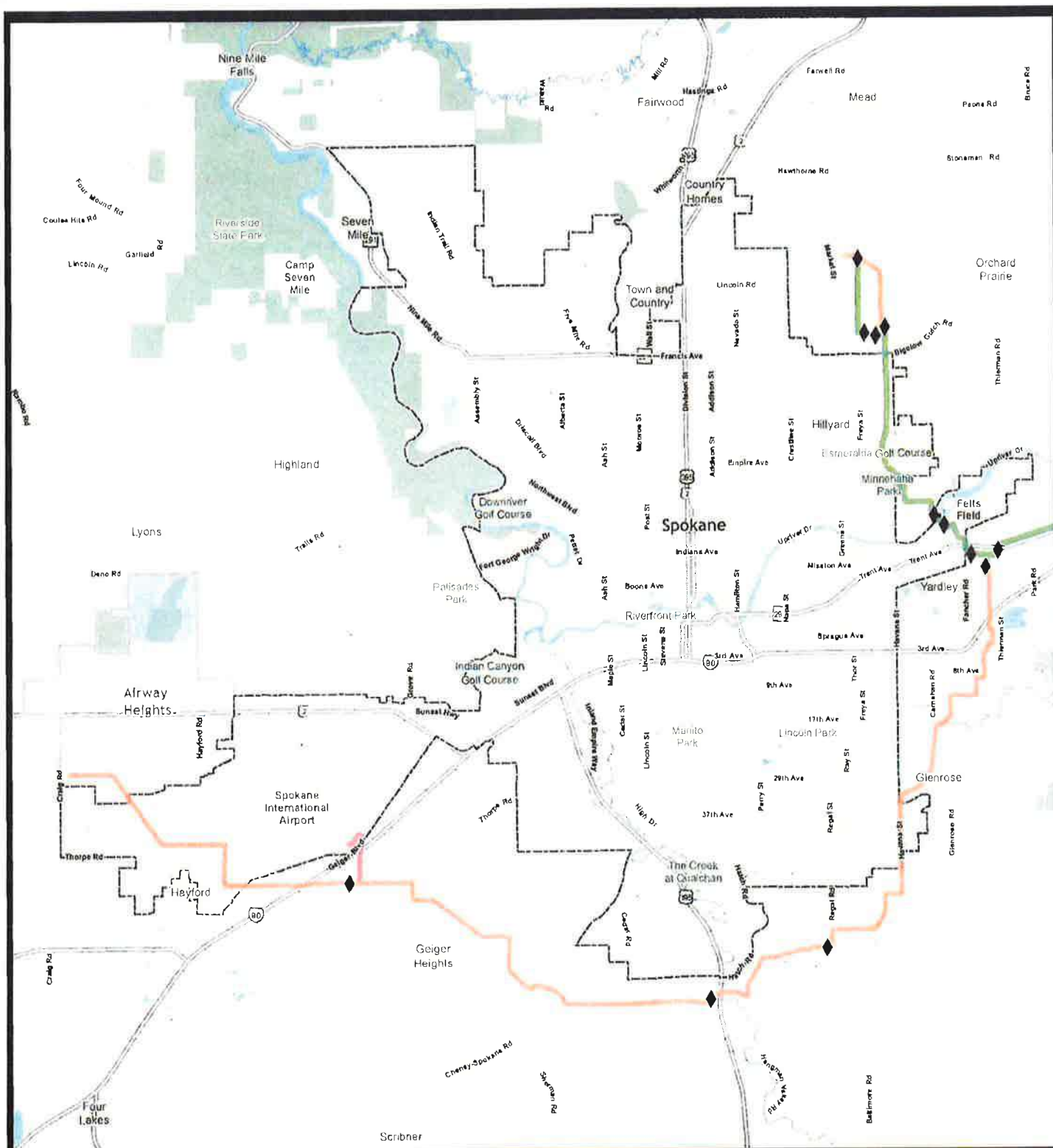
Tract_Num	Property_T	Owner	Line_typ	Distance	Pipe_Lengt	Descr
A-3	Part A	City of Spokane	Pipeline to be covered by City Franchise	76.60 Rds	1263.92	Florida Ave. - 76.60 Rods
A-5	Part A	City of Spokane	Pipeline to be covered by City Franchise	319.69 Rds	5274.9	Florida Ave. - 319.69 Rods
B-03	Part B	City of Spokane	Pipeline to be covered by City Franchise	3.91 Rds	64.494	Trent Avenue - 3.91 Rods
B-04	Part B	City of Spokane	Pipeline to be covered by City Franchise	5.92 Rds	97.75	Koren St. & Parkwater Ave. - 5.92 Rods
B-05	Part B	City of Spokane	Pipeline to be covered by City Franchise	38.72 Rds	638.821	Koren Street - 38.72 Rods
B-07	Part B	City of Spokane	Pipeline to be covered by City Franchise	35.62 Rds	587.71	Rutter Avenue - 35.62 Rods
B-08	Part B	City of Spokane	Pipeline to be covered by City Franchise	54.98 Rds	907.17	Spokane Airport (Felts Field) - 54.98 Rods
B-09	Part B	City of Spokane	Pipeline to be covered by City Franchise	13.21 Rds	217.99	Waterw orks St to SE ROW Upriver Dr - 13.21 Rods
Ea-2	Part E	City of Spokane	Pipeline to be covered by City Franchise	68.69 Rds	1133.320807	6" Geiger Jct to Geiger St - 68.69 Rods
Eb-1	Part E	City of Spokane	Pipeline to be covered by City Franchise	82.48 Rds	1360.869644	3" Geiger St to Spokane Airport
Eb-3	Part E	City of Spokane	Pipeline to be covered by City Franchise	442.15 Rds	7295.444648	3" Geiger St to Spokane Airport - 442.15 Rods



**Exhibit A to Ordinance C-35924**  
**Franchise Agreement for Yellowstone Pipe Line Company**

— YPL Segments Subject to City of Spokane Franchise Agreement  
— SpokaneMunicipalBndy





# Exhibit C Emergency Flow Reduction Valves

- ### Legend
- ◆ EMERGENCY FLOW REDUCTION VALVES
  - YELLOWSTONE 10"
  - YELLOWSTONE 8"
  - YELLOWSTONE 6"



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 or relationships to property lines, section lines, etc.



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

January 25, 2021


City Clerk File No.:  
ORD C36003

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C36003 RELATING TO SPECIAL EVENTS

During its 3:30 p.m. Briefing Session held virtually Monday, January 25, 2021, upon review of the January 25 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Mumm, seconded by Council Member Cathcart, **to defer** Ordinance C36003—relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070—to March 8, 2021; **carried unanimously.**

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



**Agenda Sheet for City Council Meeting of:**  
01/11/2021

<b>Date Rec'd</b>	1/4/2021
<b>Clerk's File #</b>	ORD C36003
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CUSTOMER EXPERIENCE
<b>Contact Name/Phone</b>	CARLY CORTRIGHT 6263
<b>Contact E-Mail</b>	CCORTRIGHT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	5700 - SMC 10.39 SPECIAL EVENT ORDINANCE

**Agenda Wording**

Updates to City's special event ordinance, including changes to application fee and public safety cost recovery structure, as well as language updates to provide clarity on issuing authority and appeals process.

**Summary (Background)**

The current code requires 100% cost recovery for public safety staffing at special events unless otherwise waived by Mayor or Council. The new tiered structure aims to provide more transparency and equality for events. The new application fee structure also aims to address the time spent by City staff coordinating events. Updates were also made to align with business practice regarding issuing authority for events in ROW vs Parks as well as appeals process if application denied.

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session\Other</u></b> PSCHC 12-7-20
<b><u>Division Director</u></b>	ALEXANDER, CUPID	<b><u>Council Sponsor</u></b> Lori Kinnear/Candace Mumm
<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>		

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

1/11/2021  
AND FURTHER ACTION WAS DEFERRED

  
CITY CLERK

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	NHHS - ONS
<b>Subject:</b>	SMC 10.39 Changes
<b>Date:</b>	12/7/20
<b>Contact (email &amp; phone):</b>	Mary Muramatsu, mmuramatsu@spokanecity.org, 625-6289
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Public Infrastructure and Environmental Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget;
<b>Strategic Initiative:</b>	Finance and Administration, Public Safety and Community Health
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of the SMC Changes
<p><u>Background/History:</u></p> <p>SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.</p> <p>Per a Finance and Administration Committee meeting in February of 2020, we are updated SMC 10.39 to reflect a tiered approach to cost recovery that creates better balance between events. The tiers are community events (defined as parades that are open for the community to attend), legacy events with economic impact (Bloomsday, Hoopfest, and Pig Out in the Park), and all other events. The one exception will be for demonstration events which are already capped in the SMC to \$500 maximum cost recovery. The cost recovery model will be 25% for community events, 50% for events with economic impact, and 75% for all other events. This model will only increase our total cost recovery from approximately 37% to 44% (approximately \$27,000), but does create a more equitable approach where every event is both required to cover at least some portion of public safety costs, but every event also has part of the cost waived.</p> <p>In making these changes to SMC 10.39, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Proposed change to SMC 10.39 for cost recovery for public safety in the right of way; instead of 100% cost recovery, cost recovery would be tiered based on type of event <ul style="list-style-type: none"> <li>○ Tiers: 25% for community events such as parades, 50% for three legacy events (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events</li> </ul> </li> </ul>	

- For the community events, this 25% cost recovery would be phased over two year; the first year would be 12.5%. This would be recognized via an MOU
- Clean-up other language in SMC 10.39 to provide greater clarity on permit issuance by Police Chief/designee and Parks Director/designee, as well as hearing process for permit denials.

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:



## ORDINANCE NO. C36003

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

**NOW, THEREFORE,** the City of Spokane does ordain:

Section 1. That Chapter 10.39 SMC is amended to read as follows:

### **Chapter 10.39 Special Events (~~(--Parades--Demonstrations)~~)**

Section 2. That SMC 10.39.010 is amended to read as follows:

#### **10.39.010 Definitions**

- A. "Applicant" is the person (~~((representing the entity, group or association who has the authority from the same to apply for the special event permit.))~~) applying for the special event permit on their own behalf or on behalf of a group.
  - B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
  - C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
  - ~~((C.))~~ D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.
  - ~~((D.))~~ E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
  - ~~((E.))~~ F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.
- ~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

~~((F.))~~ G. “Float” is any decorated parade entry.

H. “Issuing Authority” means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. “Legacy Event” is a large-scale event with the following attributes:

- a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
- b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,
- c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a “legacy event” is made by the issuing authority.

~~((G.))~~ J. “Noncommercial special event” means:

1. ~~((any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
2. ~~((a special))~~ special event whose principal purpose is expressive activity and does not involve fundraising.

~~((H.))~~ K. “Outdoor concert” is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.

~~((I.))~~ L. “Parade” is any organized group marching or in procession, whether on foot, animal or vehicle.

~~((J.))~~ M. Special event” is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

~~((J. Special event” is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on~~

~~public property or facilities and the provision of City public safety services in response thereto.))~~

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))~~

~~((K.))~~ N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

~~((L. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))~~

Section 3. That SMC 10.39.020 is amended to read as follows:

#### **10.39.020 Special Event Permit Approval Required**

A. No person or group may sponsor, promote or conduct a special event ~~within the City that involves the use of or impacts public property or a city park without a permit under this chapter. ((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))~~

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

~~((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))~~

Section 4. That SMC 10.39.030 is amended to read as follows:

#### **10.39.030 Application Process**

A. Time for Filing.

1. The application for special event permit shall be filed ~~((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event))~~ proposed special event.
- ~~((2.))~~ ~~((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))~~
- ~~((3.))~~ ~~2. ((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.))~~ The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;
9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;

10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
  11. a description of the types and number of vehicles to be used in the special event;
  12. insurance and surety bond information;
  13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

**10.39.040 Conditions Affecting the Special Event Permit Process**

- A. (~~The license officer may impose reasonable~~) Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
  2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
  3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
  4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
  5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
1. A permit is required from the Washington Liquor Cannabis Board.
  2. Beer garden must close by 10 PM.
  3. Liquor Endorsement must be included on insurance coverage.
  4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
  5. Clearly designated entrance/exit points.
  6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
  7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
  8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
  9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

#### **10.39.050 Denial of Permit – Revocation of Permit**

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.
- ~~((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))~~
- B. ~~((Revocation.))~~  
Revocation. The ~~((license officer))~~ issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

**10.39.055 Violation**

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority (~~((City of Spokane Police or Fire Department))~~), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.070 is amended to read as follows:

**10.39.070 Appeal of Denial or Revocation (~~of Special Event Permit~~)**

~~((A denial of a special events permit may be appealed pursuant to SMC 4.04.100.)~~)

- A. A person or group aggrieved by the denial or revocation of a special event permit may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.
- B. The appeal must be filed with the City Clerk no later than fourteen calendar days following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. Upon filing of the appeal, the City Clerk shall forward the appeal to the City's Hearing Examiner pursuant to SMC 17G.050.070.
- D. Upon receiving an administrative appeal, the hearing examiner's office shall schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.
- E. The appeal shall be conducted in accordance with the procedures set forth in SMC 17G.050.320.

Section 9. That SMC 10.39.090 is amended to read as follows:

**10.39.090 Cost Recovery for Special Events**

- A. Except when waived by the mayor or by city council resolution for any special event, the ~~((licensing officer))~~ issuing authority shall charge:
1. an administrative processing fee ~~((of fifty dollars))~~ per event paid at the time of application in the amount of:
    - a. \$50 for Small Event (0-50 attendees),
    - b. \$100 for Medium Event (51-1000 attendees), and
    - c. \$250 for Large Event (1001-10,000 attendees), and
    - d. \$500 for Extra Large Event (10,001 or more attendees).
  2. the cost of ~~the police officers and other~~ City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ~~((:-))~~
    - a. 25% of these costs for parades, to be phased in at 0% in 2021 and 12.5% in 2022,
    - b. 50% of these costs for legacy events, and
    - c. 75% for all other events
  3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ~~((licensing officer))~~ issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
  2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of



the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

**4.04.020 Activities Requiring Registrations and Licenses**

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
  - 1. peddling merchandise, and
  - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
  - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
  - 2. keeping of animals;
  - 3. building relocation;
  - 4. certain contracting;
  - 5. commercial use and sale of fireworks;
  - 6. private or special police;
  - 7. dealing in used goods;
  - 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
  - 1. moving buildings;

2. operating cable television;
3. certain contracting;
4. collecting garbage or commercial recyclables (SMC 13.02.0204);
5. distributing natural gas;
6. maintaining mechanical newspaper vendors;
- ~~((7. parades, special events, and demonstrations;))~~
- ~~((8.))~~ 7. operating telephone and telegraph equipment;
- ~~((9.))~~ 8. operating sidewalk cafes; and
- ~~((10.))~~ 9. doing commercial tree work.

Section 11. That SMC 17G.050.070 is amended to read as follows:

**17G.050.070 Jurisdiction**

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
  1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
  2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;
  3. appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
  4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
  5. appeals from the community advisory board and SMC 10.23A.070;

6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.

~~((6-))~~ 7. decisions and interpretations of the fire official relating to the fire code;

~~((7-))~~ 8. such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under [chapter 17G.060 SMC](#).

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: September 23, 2020

TO: Eldon Brown  
Engineering Services

Clerk's File No.  
ORD C35946

FROM: Terri Pfister, City Clerk

RE: Vacation of Grant Street between 5th and I-90.

---

Attached is a copy of Ordinance C35946 for the vacation of:

Grant Street between 5th and I-90

This ordinance was read for the first time on September 21, 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

9/23/2020  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35946 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 3/31/21  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

September 21, 2020

City Clerk File No.:  
ORD C35946


COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF GRANT STREET BETWEEN 5<sup>TH</sup> AND I-90

During its 6:00 p.m. Legislative Session held virtually Monday, September 21, 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 inquiry and commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated July 21, 2020), the vacation of Grant Street between 5<sup>th</sup> and I-90, as requested by Daren Doneen.

In conjunction with the hearing, First Reading Ordinance C35946—vacating Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90—was read for the first time, with further action deferred.

  
Terri L. Pfister, MMC  
Spokane City Clerk

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

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

ORD C35946

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

DEVELOPER SERVICES CENTER

**Cross Ref #**

RES 2020-0057

**Contact Name/Phone**

ELDON BROWN 625-6305

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

EBROWN@SPOKANECITY.ORG

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

First Reading Ordinance

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

4700 - GRANT AND 5TH STREET VACATION

**Agenda Wording**

Vacation of Grant Street between 5th and I-90, as requested by Daren Doneen.

**Summary (Background)**

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 21, 2020. Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

PIES 06/22/2020

**Division Director**

BECKER, KRIS

**Council Sponsor**

CP Beggs

**Finance**

ORLOB, KIMBERLY

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**Purchasing**

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rthompson@spokanecity.org

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

## ORDINANCE NO. C35946

An ordinance vacating Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90.

WHEREAS, a petition for the vacation of Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90 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 Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90 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.

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

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

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

Approved as to Form:

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

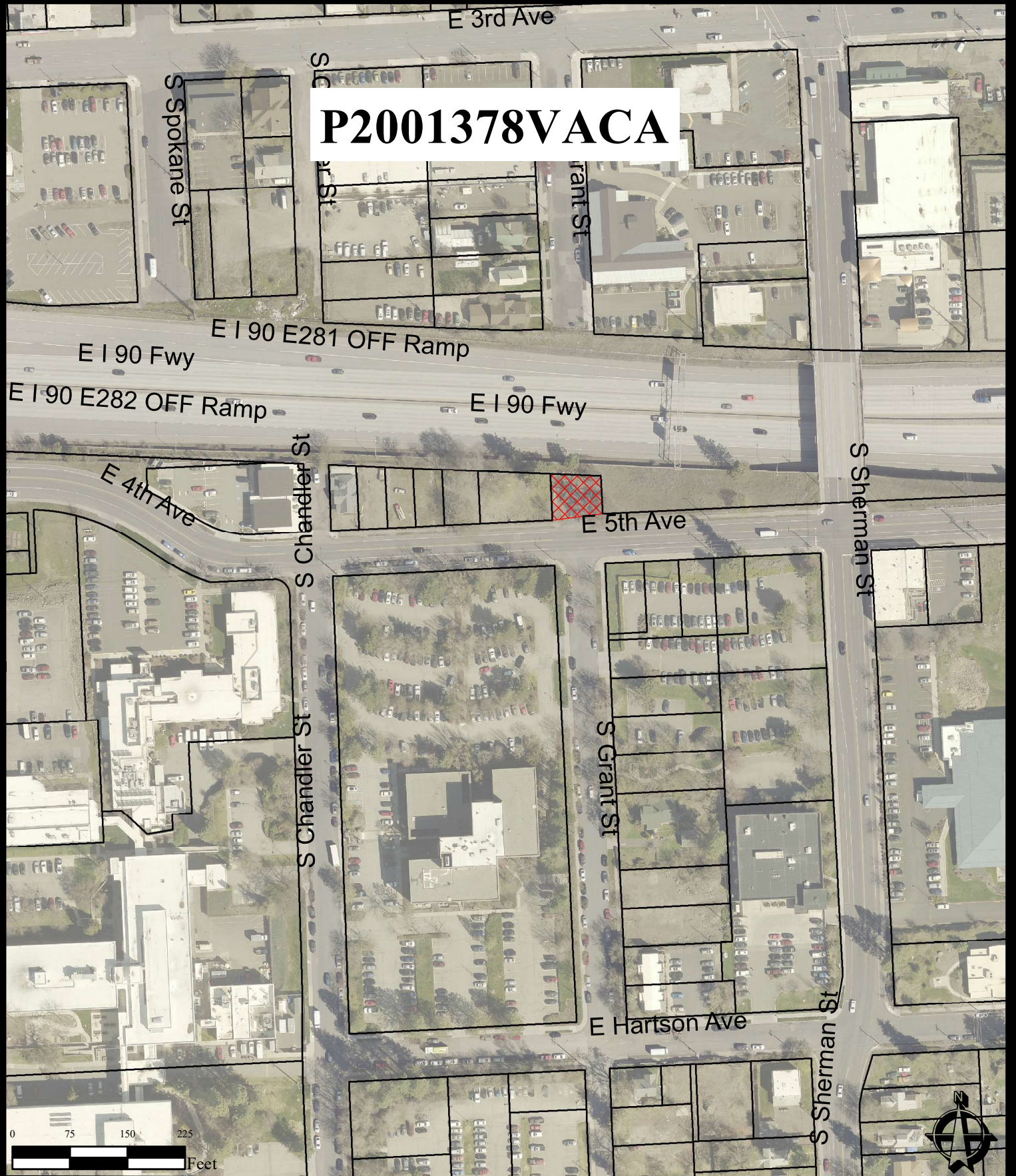
\_\_\_\_\_  
Mayor

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

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



P2001378VACA



**Right-of-way Description:  
Grant St. between 5th Ave and I-90**

**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**  
July 21, 2020

**LOCATION:** Grant St. between 5<sup>th</sup> and I-90

**PROPONENT:** Daren Doneen

**PURPOSE:** Expand existing property

**HEARING:** September 21, 2020

**REPORTS:**

**AVISTA UTILITIES** – No concerns

**COMCAST** – Comcast has no issues with this vacation.

**VERIZON** - XO/Verizon do not have facilities in this area.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in the described area.

**CENTURYLINK** – CenturyLink has no objections to the vacation.

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

**FIRE DEPARTMENT** - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

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

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

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

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – Solid Waste has no concerns

**STREET DEPARTMENT** – No objection

**WASTEWATER MANAGEMENT** - Wastewater Management has no assets on the proposed vacation sight. If the property is to be vacated as usual, on site run off must be maintained and treated on site. Additionally, the continuation of the curb line or a proper driveway drop should be a condition of the vacation to insure separation of drainage, both for city runoff and what will become private runoff. Under those two conditions we have no objection to the vacation of the property.

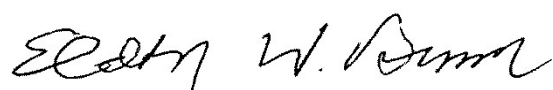
**WATER DEPARTMENT** - No comments

**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 plans for termination and closure of the roadway must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$35,362.95 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2022**

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



EDJ

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

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

ORD C36033

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

PUBLIC WORKS

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

MARLENE FEIST 6505

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

MFEIST@SPOKANECITY.ORG

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

First Reading Ordinance

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

5200 - PUBLIC WORKS - EXTENSION OF U-HELP REQUIREMENT FLEXIBILITY

**Agenda Wording**

Approval of an extension to the ordinance that provides necessary flexibility for customers to access U Help support for utility bills.

**Summary (Background)**

The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. In the last year, the number of accounts delinquent for 90 days or more has grown by about 3,500. And more customers are behind by multiple months. In January 2021, 4,679 accounts were delinquent for 90 days or more, compared to around 1,100 in January 2020. Clearly, more households are struggling to keep up with their monthly bills.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

FEIST, MARLENE

**Study Session\Other**

PIES 3/22/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**Breean Beggs and  
Michael Cathcart**Finance**

ALBIN-MOORE, ANGELA

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**Purchasing**

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## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Extension of U-Help requirement flexibility
<b>Date:</b>	3/5/2021
<b>Author (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>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	COVID Emergency Declaration
<b>Strategic Initiative:</b>	COVID emergency support
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an extension to the ordinance that provides necessary flexibility for customers to access U Help support for utility bills.

Background/History:  
 The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. In the last year, the number of accounts delinquent for 90 days or more has grown by about 3,500. And more customers are behind by multiple months. In January 2021, 4,679 accounts were delinquent for 90 days or more, compared to around 1,100 in January 2020. Clearly, more households are struggling to keep up with their monthly bills.

Executive Summary:  
 At the beginning of the COVID-19 emergency, City Council approved an ordinance that waived specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. This ordinance extends the flexibility for access to U-Help support until December 31, 2021. (The flexibility is scheduled to expire on March 31, 2021.)

The U-Help program provides low-income households with emergency financial assistance to help pay for their City utility bills, which include charges for water, wastewater, stormwater and garbage collection.

SNAP has been managing the process to qualify customers for U-Help assistance consistent with their requirements for Project Share energy bill assistance. They have agreed to continue to manage this assistance for the same time period.

Budget Impact:  
 Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source: donations plus utility matching funds  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:  
 Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required:  
 Known challenges/barriers:

## ORDINANCE NO. C36033

An ordinance relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; enacting a new section 13.09.100 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, on March 16, 2020, Mayor Nadine Woodward issued a Declaration of Civil Emergency or Disaster due to the COVID-19 pandemic. This declaration was ratified as amended by the Spokane City Council on March 16, 2020; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19 and has subsequently amended his proclamations to require all non-essential persons remain in their homes; and

**WHEREAS**, the Washington State Constitution Article 8, Section 7 permits the use of public resources for the “support of the poor or infirm”; and

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

**WHEREAS**, the City of Spokane operates a water system and a sewerage and solid waste disposal system pursuant to state law and its charter; and

**WHEREAS**, nearly seventeen percent of Spokane households reported an income below the poverty line at the time of the 2010 Census, and the City recognizes that any utility rate increase has a profound impact on these low-income customers; and

**WHEREAS**, as the work to slow the spread of COVID-19 continues, the City’s households and businesses may be facing financial hardships, and widespread temporary closures of businesses and schools are already taking a toll; and

**WHEREAS**, the City of Spokane operates a U-Help utility assistance program pursuant to chapter 13.09 of the Spokane Municipal Code to provide financial assistance to qualified low-income customers who face utility shut off; and

**WHEREAS**, the U-Help Program establishes eligibility qualifications such as specific income requirements, receipt of a final notice of utility account delinquency, and a limit of one U-Help assistance per 12-month period; and

**WHEREAS**, the City of Spokane wishes to make some changes to the program to allow more customers to get assistance to mitigate the economic effects of the COVID-19 pandemic, such as by allowing assistance before a customer has received a final notice of account delinquency, and by allowing multiple opportunities for customers to get help if they need it; and

**WHEREAS**, the City of Spokane and Spokane Neighborhood Action Programs (“SNAP”) have a new partnership designed to increase direct financial support for those who need it most, by leveraging existing financial programs to assist eligible low-income customers: Project Share for energy bills and U-Help for the City utility bills.

**NOW, THEREFORE, THE CITY OF SPOKANE ORDAINS:**

**Section 1.** That there is enacted a new section 13.09.100 of the Spokane Municipal Code to read as follows:

**Section 13.09.100 Temporary Suspension of Some Qualification Criteria during COVID-19 Pandemic Response.**

From the effective date of this section until September 30, 2020, applicants shall not be required to satisfy the criteria listed in SMC 13.09.030(C) or (D), to allow for greater flexibility in awarding assistance during the COVID-19 pandemic.

**Section 2. Emergency Ordinance.** That an urgency and emergency condition exists in the City of Spokane which poses a danger to the health, welfare and safety of the people of Spokane and which necessitates that this ordinance be, under Section 19 (a) of the City Charter, effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

**PASSED BY THE CITY COUNCIL** on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

04/12/2021

Date Rec'd	3/31/2021
Clerk's File #	ORD C36034
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK 625-6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SHORELINE MASTER PROGRAM PERIODIC REVIEW		

**Agenda Wording**

An Ordinance to amend sections 17A.020.040 and 17A.020.060 and various sections of Chapter 17E.060 to complete the Spokane Shoreline Master Program Periodic Review mandated by state regulation.

**Summary (Background)**

The Washington Shoreline Management Act requires periodic review of the Shoreline Master Program. Proposed amendments to Chapter 17E.060 ensure compliance with state regulations but do not change the ecological baseline, shoreline jurisdiction, or environment designations.

Lease? NO	Grant related? YES	Public Works? NO	
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session\Other</u>	The Urban Experience
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u>	CM Lori Kinnear
<u>Finance</u>	DUFFEY, ANDREW	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	abeck@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tblack@spokanecity.org	
<u>Additional Approvals</u>		lmeuler@spokanecity.org	
<u>Purchasing</u>		jrichman@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	sbishop@spokanecity.org	
		publicworkaccounting@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The City received a \$33,000 grant from the Dept. of Ecology for the Periodic Review, and staff is scheduled to complete work this June. Review has been completed with Ecology, internal staff, neighboring jurisdictions, and partner agencies. The Plan Commission and Ecology held a joint public hearing on February 24, 2021.

Fiscal Impact

Select     \$

Budget Account

#

Select     \$

#

Distribution List


# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Business and Development — Planning Services
<b>Subject:</b>	Shoreline Master Program Periodic Review of SMC 17E.060
<b>Date:</b>	April 19, 2021
<b>Author (email &amp; phone):</b>	Amanda Beck; abeck@spokanecity.org; 509-625-6414
<b>City Council Sponsor:</b>	CM Lori Kinnear
<b>Executive Sponsor:</b>	Louis Meuler, Planning Director
<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>	RCW 90.58, WAC 173-26, WAC 173-27, Shaping Spokane Comprehensive Plan Chapter 14, and City Council 2019 Strategic Plan.
<b>Strategic Initiative:</b>	Urban Experience - River Connection; Innovative Infrastructure - Resiliency; Safe and Healthy - Beautification.
<b>Deadline:</b>	June 30, 2021
<b>Outcome:</b>	Mandated periodic review of the Shoreline Master Program (SMP) Spokane Municipal Code 17E.060.

### **Background and History:**

The Washington Shoreline Management Act (SMA) (RCW 90.58) requires periodic review of the Shoreline Master Program, which requires amending Chapter 17E.060, Shoreline Regulations.

- The SMA requires each SMP be reviewed on an eight-year schedule established by the Legislature.
- Spokane's shoreline jurisdiction includes Spokane River and Latah Creek; their associated wetlands and floodplains; and land within the 200-foot buffer zone of these waterbodies.
- The City received a \$33,000 grant from Ecology to complete this Periodic Review.
- **The City is scheduled to complete the grant work and text amendment by June 30, 2021.**

The Shoreline Master Program Periodic Review will achieve the following goals:

- Comply with Dept. of Ecology applicable laws and guidelines;
- Be consistent with the Comprehensive Plan and City development regulations;
- Respond to changed circumstances, new information, or improved data; and
- Allow appropriate use and enjoyment of shorelines while protecting shoreline ecosystems.

### **Executive Summary:**

The Shoreline Master Program Periodic Review is state mandated and proposed amendments focus on compliance with state legislative changes. The proposed amendments have been through review with Ecology, internal staff, neighboring jurisdictions, and partner agencies. The Plan Commission held a public hearing on the item on February 24, 2021 and recommends approval of the amendments. This item was last at Urban Experience on February 8, 2021.

### **Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

Other budget impacts: Not applicable

### **Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: City Council legislative action → Dept. of Ecology final approval.

Known challenges/barriers: None.

**Background/History (cont.):**

This Periodic Review will **not** re-evaluate the ecological baseline that was established as part of the last Shoreline Master Program update in 2011, nor will it change shoreline jurisdiction or environment designations, or result in changes to the Comprehensive Plan.

Planning Services utilized the Joint State-Local 30-day Public Comment Period and Joint Public Hearing permitted under WAC 173-26-104. This allows for a shorter timeline overall to complete Ecology review and legislative approvals.

The public engagement process entailed:

- Urban Experience Committee briefing on March 9, 2020
- Community Assembly briefed November 5, 2020
- Notice of Intent to Adopt sent to Dept. of Commerce November 6, 2020
- Two virtual public open houses held via Webex on December 1, 2020
- Joint State-Local 30-day Public Comment Period published in the Spokesman Review on December 23, 2020 and January 5, 2021, emailed to distribution lists of agencies and parties of interest, and coordinated with separate notification by the Dept. of Ecology.
- Joint State-Local 30-day Public Comment Period ran from January 5 – February 5, 2021.
- SEPA comment period ended January 19, 2021. No comments.
- Plan Commission briefed January 13 and 21, 2021
- Urban Experience Committee briefed February 8, 2021
- Public notice for Joint Public Hearing published in the Spokesman Review on February 10 and 17, 2021
- Plan Commission public hearing February 24, 2021; recommended approval of proposed amendments.

Following City Council legislative action, staff must coordinate with the Dept. of Ecology for the state's final approval of the amendments to complete the grant deliverables, due by June 30, 2021.

**Attachments:**

- Draft Ordinance
- Draft ECY Period Review Checklist
- February 24 Plan Commission Findings of Fact, Conclusions, and Recommendations

## **ORDINANCE NO. C36034**

AN ORDINANCE relating to the Shoreline Master Program Periodic Review overseen by the Washington State Department of Ecology; amending the Spokane Municipal Code (SMC) Chapter 17A.020 Definitions, sections 17A.020.040 and 17A.020.060; and various portions of Chapter 17E.060 Shoreline Regulations, sections 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380.

WHEREAS, the Shoreline Master Program (SMP) Periodic Review is state mandated and led by the City of Spokane in close collaboration with the Department of Ecology (Ecology). This periodic review is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines; and

WHEREAS, authority for the Periodic Review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and to revise it if necessary; and

WHEREAS, the periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances. This periodic review does not re-evaluate the ecological baseline established as part of the 2011 SMP Update; change shoreline jurisdiction or environment designations; or result in changes to the comprehensive plan; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, the City SMP was reviewed against Ecology's Periodic Review checklist as required, and analysis submitted to Ecology, necessary amendments were identified. A Draft Amendment Proposal incorporating the necessary amendments was prepared, shared with agencies for review, and made available for public review on the Planning and Development Services website at <https://my.spokanecity.org/projects/shoreline-master-program-periodic-update/>; and

WHEREAS, information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020; and

WHEREAS, the City elected to use the optional Joint Review Process to combine the local and Ecology comment periods and public hearing, as allowed under WAC 173-26-104; and

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

WHEREAS, a notice of Joint Public Comment Period and Public Hearing with Ecology and the City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification to interested Tribal, State, and Federal entities; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2019 (b) Spokane is not one of the nine jurisdictions with shoreline permitting for Dredged Material Management Program sites and 2019 (c) Spokane has no marine appellation waters; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2017(d), 2017 (e), 2017(f), 2017(g), 2017(h), 2017(i), and 2017(j) as these items are codified in Spokane Municipal Code chapter 17E, consistent with state law, or not required local amendments as active state policy; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2016(a) as SMC 17E.060.300 incorporates ADA compliance RCW 90.58 by reference, and 2016(b) with critical areas updates 2014; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2015(a) is an optional amendment and not included in this action; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2014(a) is not applicable to City of Spokane as SMC 17E.060.570(F) prohibits over-water residences; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2012(a) as SMP appeal procedures follow RCW 90.58 as amended; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2011(a) SMC 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands; 2011(b) is not applicable to City of Spokane as no saltwater shorelines exist in the jurisdiction; 2011(c) SMC 17E.060.570 prohibits over-water residences; 2011(d) SMC 17E.060.380 identifies and regulates non-conforming structures consistent with state law; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2010(a) SMC 17E.060.170 includes RCW 90.58 and associated WACS by reference - all provision for critical areas that area not consistent with RCW and WAC are void; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2009(a) the City of Spokane does not include this optional provision which is available without adoption; 2009(b) SMC 17E.070.140 allows wetland mitigation banking consistent with state rules; and 2009(c) moratoria procedures are not required to be included in the SMP and the RCW itself is relied upon; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2007(a) SMC 17A.020.060 adopts the associated RCW definition of floodway by reference; 2007(b) Shoreline lists and maps are included in SMC 17E.060.060, no new shorelines with state jurisdiction are present; and 2007(c) SMC 17E.060.300 includes, by reference, the exemptions provided under WAC 173.27.040; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on February 10 and 17, 2021; and

WHEREAS, following a public hearing, the Plan Commission recommended approval of a number of text amendments to the SMP, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed SMP Periodic Review; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft SMP amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed SMP amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed SMP amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Shoreline Master Program (SMP) Periodic Review, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its amendments to the Spokane Municipal Code as cited.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17A.020.040 is amended to read as follows:

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

## **17A.020.040 Administration; Definitions; “D” Definitions.**

### **Section 17A.020.040 “D” Definitions**

**A. Day.**

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

**B. Debris Flow.**

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

**C. Debris Slide.**

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

**D. “Decibel (dB)” means the measure of sound pressure or intensity.**

**E. Dedication.**

The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

**F. Degraded Wetland.**

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

**G. Demolition or Partial Demolition.**

The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

**H. Density.**

The number of housing units per acre as permitted by the zoning code.

**I. Denuded.**

Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

- J. Department.  
Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.
- K. Design Departure.  
Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.
- L. Design ((~~Guidelines~~)) Criteria.  
A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The ((~~guidelines~~)) provisions are adopted public statements of intent and are used to evaluate the acceptability of a project's design.
- M. Design Review Board.  
The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.
- N. Designation.  
The declaration of a building, district, object, site, or structure as a landmark or historic district.
- O. Desired Character.  
The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design ((~~guidelines~~)) criteria for an area.
- P. Detailed Site Plan.  
A general site plan to which the following detailed information has been added:
1. Natural vegetation, landscaping, and open spaces.
  2. Ingress, egress, circulation, parking areas, and walkways.
  3. Utility services.
  4. Lighting.
  5. Signs.
  6. Flood plains, waterways, wetlands, and drainage.
  7. Berms, buffers, and screening devices; and
  8. Such other elements as required in this chapter.
- Q. Developable Area.  
Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.
- R. Development.  
Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.



S. Development – Shoreline.

"Development" for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read "Development" means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

((§)) T. Development Activity – Floodplain.

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

((⌘)) U. Development Approval.

Any recommendation or approval for development required or permitted by this code.

((⌘)) V. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

((¥)) W. Development Permit.

Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

((Ⓜ)) X. Development Plan, Site.

The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

((×)) Y. Dike.

An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

((¥)) Z. Direct Impact.

An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

((Z)) AA. Directional.

Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

((AA)) AB. Directional Sign.

See SMC 17C.240.015.

((AB)) AC. Director.

The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the director of building services, director of engineering services, and the director of planning services.

((AG)) AD. Discharge (n).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

((AD)) AE. Discharge (v).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

((AE)) AF. Discharger.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City's MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

((AF)) AG. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

((AG)) AH. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

((AH)) AI. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

((AI)) AJ. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

((AJ)) AK. Domestic Animal.

1. Large Domestic Animals.

- a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
- b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
- c. Bovines under ten months in age.
- d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

- a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
- b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
- c. Small livestock are defined as:
  - i. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (*sus scrofa vittatus*),
  - ii. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
  - iii. all breeds of goats excluding mature large meat breeds such as Boers, and
  - iv. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
  - v. No horned rams shall be permitted as a small livestock.
  - vi. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.
- d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

~~((AK))~~ AL. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

~~((AL))~~ AM. Dredge Spoil.

The material removed by dredging.

~~((AM))~~ AN. Dredging.

The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

~~((AN))~~ AO. Drift Cell.

Or "drift sector" or "littoral cell" means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

~~((AO))~~ AP. Driveway.

An all-weather surface driveway structure as shown in the standard plans.

~~((AP))~~ AQ. Duplex.

A building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

((AQ)) AR. Dwelling Unit.

A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 2. That SMC section 17A.020.060 is amended to read as follows:

**17A.020.060 Administration; Definitions; “F” Definitions.**

Section 17A.020.060 “F” Definitions

A. Facade.

All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.

B. Facade Easement.

A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.

C. Facility and Service Provider.

The department, district, or agency responsible for providing the specific concurrency facility.

D. Factory-built Structure.

1. “Factory-built housing” is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.]
2. “Factory-built commercial structure” is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.

The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.

See SMC 17C.240.015.

G. Feasible (Shoreline Master Program).

1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
  - a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
  - b. The action provides a reasonable likelihood of achieving its intended purpose; and
  - c. The action does not physically preclude achieving the project's primary intended legal use.
2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

H. Feature.

To give special prominence to.

I. Feeder Bluff.

Or "erosional bluff" means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.

The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial Guarantee.

A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City's final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish Habitat.

A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic

components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.
6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.

See SMC 17C.240.015.

N. Float.

A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).

The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.

Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.

~~((The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.))~~ The area, as identified in the shoreline master

program, that either: (a) has been established in federal emergency management agency flood insurance rate maps or floodway maps; or (b) consists of those portions of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually. Regardless of the method used to identify the floodway, the floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.

T. Floor Area.

The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:

1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).

The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.

Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.

A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.

See SMC 17C.240.015.

Y. Frontage.

The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

Section 3. That SMC section 17E.060.110 is amended to read as follows:

**17E.060.110 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Shoreline Master Program Amendments.**

Section 17E.060.110 Shoreline Master Program Amendments

- A. The City may initiate an amendment to these shoreline regulations according to the procedures prescribed in ((WAC 173-26-090 to WAC 173-26-160)) WAC 173-26.
- B. The City shall conduct a public hearing in accordance with chapter 17G.020 SMC on any amendment proposed.
- C. Any person or agency may conduct an amendment to the SMP consistent with both chapter 17G.020 SMC and WAC 173-26.

Section 4. That SMC section 17E.060.150 is amended to read as follows:

**17E.060.150 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Reference to Plans, Regulations, or Information Sources.**

Section 17E.060.150 Reference to Plans, Regulations, or Information Sources

Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or ((any)) source of information, the most recent adopted amendment or adopted current edition shall apply.

Section 5. That SMC section 17E.060.290 is amended to read as follows:

**17E.060.290 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Substantial Development Permit.**

Section 17E.060.290 Shoreline Substantial Development Permit

A. Purpose.

To ensure that substantial development within the shoreline area is accomplished in a manner that protects the shoreline ecology consistent with the comprehensive plan and the Shoreline Management Act, this section establishes criteria for determining the process and conditions under which a shoreline substantial development permit may be acted upon by the director.



- B. A shoreline substantial development permit is subject to the specific review procedure established in chapter 17G.060 SMC, Land Use Application Procedures, and the conditions which may be imposed to assure compliance with all applicable regulations. A request for a shoreline substantial development permit use may be disapproved if the director finds the shoreline development is inconsistent with these shoreline regulations, the comprehensive plan or the Shoreline Management Act.
- C. No use, modification, or development, except for those listed in SMC 17E.060.300, Use, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement, shall be undertaken in the shoreline jurisdiction without first obtaining a shoreline substantial development permit from the director. Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed (~~((five-thousand seven hundred eighteen dollars or))~~ seven thousand forty seven dollars (\$7,047) or the adjusted amount per WAC 173-27-040, or if such development does materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect. For the purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of use, modification, or development that is occurring on shorelines of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials.
- D. Where a substantial development is proposed which would be partly within and partly outside of the shoreline jurisdiction, a shoreline substantial development permit shall be required for the entire development.
- E. An application for a shoreline substantial development permit for a limited utility extension or for the construction of a bulkhead or other measures to protect a single-family residence and its appurtenant structures from shoreline erosion shall be subject to all of the requirements of these shoreline regulations and shall follow the time period for public comment in SMC 17G.060.130, Public Comment Period. For purposes of this section, a limited utility extension means the extension of a utility service that:
  - 1. is categorically exempt under chapter 43.21C RCW for one or more of the following: Natural gas, electricity, telephone, water, or sewer;
  - 2. will serve an existing use in compliance with these shoreline regulations; and
  - 3. will not extend more than two thousand five hundred linear feet within the shoreline jurisdiction.

Section 6. That SMC section 17E.060.300 is amended to read as follows:

**17E.060.300 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Uses, Modifications, and Developments Exempt from Shoreline Substantial Development Permit Requirement.**

Section 17E.060.300 Uses, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement

A. Application and Interpretation of Exemptions.

1. Exemptions shall be construed narrowly. Only those uses, modifications, or developments that meet the precise terms of one or more of the listed exemptions may be exempt from the shoreline substantial development permit process.
2. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these shoreline regulations, or from any other regulatory requirements. To be authorized, all uses, modifications, and developments must be consistent with the policies and regulations of the entire SMP and the Act.
3. Pursuant to WAC 173-27-160, a use, modification, or development that is listed as a shoreline conditional use pursuant to these shoreline regulations or is an unlisted use, must obtain a shoreline conditional use permit even though the use, modification, or development does not require a shoreline substantial development permit.
4. When a use, modification, or development is proposed that does not comply with the bulk, dimensional and performance standards of these shoreline regulations, such use, modification, or development can only be authorized by approval of a shoreline variance pursuant to SMC 17E.060.330, Shoreline Variance Permit, and SMC 17E.060.340, Procedures.
5. The burden of proof that a development or use is exempt from the permit process is on the applicant.
6. If any part of a proposed use, modification, or development is not eligible for exemption, then a shoreline substantial development permit is required for the entire proposed project.
7. All permits or statements of exemption issued for a use, modification, or development within the shoreline jurisdiction shall include written findings approved by the director, including compliance with bulk and dimensional standards and policies and regulations of the entire SMP. The director may attach conditions to the approval of exempt uses, modifications, or developments as necessary to assure consistency of the project with the Act and these shoreline regulations.
8. The department of ecology must approve all exemptions requiring permits from the U.S. Army Corps of Engineers section 10 permit under the Rivers

and Harbors Act, and any project involving a section 404 permit under the Clean Water Act.

9. Use, modifications, and developments proposed within the shoreline jurisdiction may require permits from other governmental agencies other than the department of ecology.

B. Exemptions.

The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director:

1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, does not exceed ~~((five thousand dollars))~~ seven thousand forty seven dollars (\$7,047) as of September 2, 2017 or the adjusted amount per WAC 173-27-040 determined by the office of financial management periodically for inflation, if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.
2. Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" means those usual acts to prevent a decline, lapse, or cessation from a lawfully established state comparable to its original condition, including but not limited to its size, shape, configuration, location, and external appearance, within twelve months after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resources or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.
3. Construction of the normal protective bulkhead common to single-family residences. A "normal protective bulkhead" means those structural and nonstructural developments installed at or near, and parallel to, the ordinary high-water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high-water mark has been established by the presence and action of water landward of the bulkhead, then the replacement bulkhead

must be located at or near the actual ordinary high-water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the State department of fish and wildlife.

4. Emergency construction necessary to protect property from damage by the elements. An emergency means an unanticipated and imminent threat to public health, safety or the environment which requires immediate action within a time too short to allow full compliance with these shoreline regulations. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the director to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW or these shoreline regulations shall be obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the entire SMP. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency.
5. Construction and practices normal or necessary to maintain existing farming and irrigation activities, including agricultural service roads and utilities in the Latah Creek shoreline jurisdiction presently zoned for agricultural use.
6. Construction or modification, by or under the authority of the coast guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys.
7. Construction on shorelands by an owner, lessee, or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency having jurisdiction thereof or the City of Spokane, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high-water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage, deck, driveway, utilities, fences, and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high-water mark. Construction authorized under this exemption shall be located landward of the ordinary high-water mark.
8. Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or

contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities, or other appurtenances. ~~((The fair market value of the dock shall not exceed ten thousand dollars, but if subsequent construction having a fair market value exceeding two thousand five hundred dollars occurs within five years of a completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of these shoreline regulations.))~~

This exemption applies if either:

- a. In fresh waters the fair market value of the dock does not exceed:
  1. Twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced;  
or
  2. Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.

However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.

9. Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater for the irrigation of lands.
10. The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water.
11. Operation and maintenance of any system of dikes, ditches, drains, or other public facilities existing on September 8, 1975, which were created, developed, or utilized primarily as a part of an agricultural drainage or diking system.
12. Any project with a certification from the governor pursuant to chapter 80.50 RCW.
13. Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under these shoreline regulations if:
  - a. the activity does not interfere with the normal public use of the surface waters;
  - b. the activity will have no significant adverse impact on the environment, including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
  - c. the activity does not involve the installation of any structure and, upon the completion of the activity, the vegetation and land

- configuration of the site are restored to conditions existing before the activity;
  - d. a private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the City of Spokane to ensure that the site will be restored to preexisting conditions; and
  - e. the activity is not subject to the permit requirements of RCW 90.58.550.
14. The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW.
  15. Watershed restoration projects as defined in chapter 17A.020 SMC and RCW 89.08.460. The City of Spokane shall review the projects for consistency with these shoreline regulations pursuant to procedures in chapter 17G.060 SMC. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section.
  16. A public or private project that is designed to improve fish or wildlife habitat or fish passage when all of the following apply:
    - a. The project has been approved in writing by the department of fish and wildlife.
    - b. The project has received hydraulic project approval (HPA) by the department of fish and wildlife pursuant to chapter 77.55 RCW; and
    - c. The City of Spokane has determined that the project is substantially consistent with these shoreline regulations. The City shall make such determination and provide it by letter to the project proponent.
  17. All other uses, modifications, and developments exempted by WAC 173-27-040.

#### C. Exceptions

Developments not required to obtain shoreline permits or local reviews. Requirements to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:

1. Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW.
2. Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.

3. WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other local review.
4. Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.
5. Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.

Section 7. That SMC section 17E.060.340 is repealed as follows:

**17E.060.340 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Design Review.**

~~((Title 17E Environmental Standards  
Chapter 17E.060 Shoreline Regulations  
Article IV. Shoreline Permits and Exemptions  
Section 17E.060.340 Shoreline Design Review~~

~~A. Design Review Board Process.~~

~~The following are subject to the design review board process. Shoreline design review is subject to the procedures established in chapter 17G.030 SMC, chapter 17G.040 SMC, and SMC 17G.060.060.~~

- ~~1. Shoreline development by a public agency.~~
- ~~2. Shoreline development on public property.~~
- ~~3. Shoreline development requiring a shoreline conditional use permit.~~
- ~~4. Other types of shoreline permits may also require review by the design review board at the request of the director.~~

~~B. Administrative Design Review.~~

~~Projects not included in subsection (A) above shall follow procedures for design standards administration in SMC 17E.060.800-))~~

Section 8. That SMC section 17E.060.690 is amended to read as follows:

**17E.060.690 Environmental Standards; Shoreline Regulations; Article VI. Environment Designations and Requirements for Modifications and Uses in Specific Environments: Part II. Modifications and Uses in Specific Environments; Shoreline Primary Use.**

**Section 17E.060.690 Shoreline Primary Use**

- A. In addition to this section, shoreline uses are subject to the regulations in Article V, Part I, General Requirements for Shoreline Use.

- B. Refer to SMC 17E.060.300 for uses and activities that are exempt from obtaining a shoreline substantial development permit. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these Shoreline Regulations, or from any other regulatory requirements. To be authorized, all uses and activities must be consistent with the policies and regulations of the entire SMP and the Act.
- C. To be permitted in the Shoreline Jurisdiction, a use must be permitted in both the shoreline environment and the underlying zone in which it is located.
- D. Uses not listed in Table 17E.060-4 or Title 17C may only be authorized as a conditional use.
- E. Legend for Table 17E.060-4:
  - 1. Permitted Uses – “P”

Uses permitted are listed in Table 17E.060-4 with a “P”. These uses are allowed if they comply with the development standards of these Shoreline Regulations and Title 17C. A shoreline substantial development permit or an exemption from such permit is required, pursuant to SMC 17E.060.290 and SMC 17E.060.300.
  - 2. Limited Uses – “L”

Uses allowed that are subject to limitations are listed in Table 17E.060-4 with an “L”. These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards of these Shoreline Regulations and title 17C SMC. A shoreline substantial development permit or an exemption from such permit is required.
  - 3. Conditional Uses – “CU”

Uses that are allowed if approved through the shoreline conditional use review process are listed in Table 17E.06-4 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards of these Shoreline Regulations and Title 17C. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote.
  - 4. Uses Not Permitted – “N”

Uses listed in Table 17E.060-4 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards in Chapter 17C.210 SMC, Land Use Standards Non Conforming Situations, and SMC 17E.060.380, Nonconforming Structures and Uses.



**TABLE 17E.060-04  
SHORELINE PRIMARY USES**

Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L[1]/CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		N	N	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N
Launch ramps for small non-motorized watercraft		CU	CU	CU	CU	N	CU
Capital Facilities and Utilities							
Maintenance of existing utilities or facilities		P	P	P	P	P	P
New construction or expansion of existing utilities or facilities		L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU
Over-water or underwater utility crossings		CU	CU	CU	CU	CU	CU
New bridges solely for pipelines		N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line		N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses		N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations		N	N	N	N	N	L[2]/CU
New wastewater treatment outfall infrastructure		CU	CU	CU	CU	CU	P

New wireless communication support tower	N	N	N	N	N	N
Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L[3]	N	L[3]	L[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L[4]/CU	N	L[4]/CU	L[4]/CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	N
In-stream Structures						
In-stream structures	L[6]/CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	<del>((N))</del> CU
Water-enjoyment recreation	L[7]/CU	CU	CU	CU	CU	CU
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

Group living	N	CU	CU	CU	CU	N
Subdivision						
All subdivisions (including binding site plans)	L[8]/CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU
New local access streets or street expansions serving permitted shoreline uses	L[10]/CU	L[10]	L[10]	L[10]	L[10]	L[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L[11]/CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU
Expansion of existing rail lines	P	P	P	P	P	P

Section 9. That SMC section 17E.060.770 is amended to read as follows:

**17E.060.770 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Visual Access Setback.**

Section 17E.060.770 Visual Access Setback

A. Purpose.

To preserve views of the river corridor and the scenic environment along the river from the public street system.

B. Visual access shall be achieved by setting buildings back a minimum of fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction.

C. The following shall apply in the visual access setback:

1. No structures shall be allowed over a height of thirty-six inches; and
2. Vegetative landscaping shall be allowed.

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

**TABLE 17E.060-5  
DEVELOPMENT STANDARDS<sup>[1]</sup>**

	Shoreline District Dimensional Standards				
	Downtown (Alternatives)	Campus (Alternatives)	Upriver	Great Gorge / Downriver	Latah Creek
Shoreline Buffer	See Shoreline Buffers Map and SMC 17E.060.720				
Structure Setback from Shoreline Buffer <sup>[2]</sup>	25 feet <sup>[2]</sup>	15 feet <sup>[2]</sup>			
Visual Access Setback <sup>[5]</sup>	15 feet <sup>[3]</sup>				
Maximum Width of All Structures Parallel to OHWM	70% of the width of the site generally running parallel to the OHWM <sup>[4][5]</sup>				
Maximum Lot Coverage	70% <sup>[4]</sup>				
Tall Building Design ( <u>Guidelines</u> ) <u>Standards</u>	Buildings over 55 feet in height also follow SMC 17C.250.030 and SMC 17C.250.040				
Maximum Structure Height by Shoreline District <sup>[6][7]</sup>					
Distance from OHWM					
0 feet - 75 feet	30 feet				
Greater than 75 feet - 100 feet	40 feet	40 feet	35 feet		
Greater than 100 feet -200 feet	Alternative 1 = 55 feet Alternative 2 = 55 feet base with a Skinny Tower - 150 feet total height (See Shoreline Tall Building Standards for Alternative 2)				
Public Access Pathway Width					
Public Access Pathway Width	Minimum of 10 feet <sup>[8]</sup>				
<b>Notes:</b> [1] Within the shoreline districts, the most restrictive development standards of both the underlying zone and the shoreline district apply. [2] See the shoreline buffers map to determine the buffer width within the shoreline jurisdiction. [3] Buildings shall be set back at least fifteen feet from property lines adjacent to public rights- of-way that intersect the shoreline district. This does not apply to structures below grade. [4] See SMC 17E.060.770 for exceptions.					

- [5] See SMC 17E.060.800 for pedestrian views and access for large buildings over three hundred feet.
- [6] No structures are allowed within the shoreline buffer and structure setback.
- [7] No structure shall exceed thirty-five feet above average grade level within the shoreline jurisdiction that will obstruct the view of a substantial number of residences on or adjoining such shorelines except where the SMP or underlying zoning does not prohibit such development and only when overriding considerations of the public interest will be served. See SMC 17E.060.290(Y), Physical and Visual Public Access.
- [8] Public access pathways within a shoreline buffer shall not exceed ten feet in width.

Section 10. That SMC section 17E.060.790 is amended to read as follows:

**17E.060.790 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Pedestrian Views and Access for Large Buildings.**

Section 17E.060.790 Pedestrian Views and Access for Large Buildings

A. Purpose.

To limit the length and mass of large buildings within the shoreline jurisdiction and to provide ground level access between the shoreline and the landward side of the building.

B. At a maximum interval of three hundred feet of structure that is generally parallel to the river, there shall be a clear visual and pedestrian penetration at the ground level from a public street to the river corridor.

The visual and pedestrian penetration shall not be less than thirty feet wide and shall meet the requirements of SMC 17E.060.290, Physical and Visual Access, and Article VIII, Design Standards ((and Guidelines)) Specific to Shoreline Districts.

Section 11. That SMC section 17E.060.800 is amended to read as follows:

**17E.060.800 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Design Standards Administration.**

Section 17E.060.800 Design Standards Administration

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ((and Guidelines)) Specific to Shoreline Districts

Section 17E.060.800 Design Standards Administration

A. Purpose.

To help ensure that development compliments the unique and fragile character of

the shoreline through careful consideration and implementation of site development and building design concepts.

- B. The downtown, campus, and great gorge shoreline districts are subject to the shoreline design standards ~~((and guidelines))~~ in addition to the underlying design standards in Title 17C SMC. The downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C SMC.
- C. All projects must address pertinent design standards ~~((and guidelines))~~. A determination of consistency with the standards ~~((and guidelines))~~ will be made by the director ~~((following a design review process))~~. Design standards are in the form of requirements (R), presumptions (P), and considerations (C). Regardless of which term is used, an applicant must address each ~~((guideline))~~ design criteria. An applicant may seek to deviate from eligible standards ~~((and guidelines))~~ through the design departure process pursuant to chapter 17G.030 SMC, Design Departures.

- 1. Requirements (R).

- Requirements are mandatory in that they contain language that is not discretionary, such as “shall,” “must,” and “will.” Requirements must be satisfied by any plan prior to building permit approval. An applicant may seek a deviation from certain requirements through the design departure process, chapter 17G.030 SMC. Requirements are listed with an (R) after the standard.

- 2. Presumptions (P).

- Presumptions are ~~((guidelines))~~ design criteria that are meant to be applied, but with some flexibility. Presumptions indicate that the City is open to design features that are equal to, or better than, that stated—so long as the purpose is satisfied. A submitted plan is incomplete and will be rejected if it does not demonstrate that the presumptive elements have been in some way incorporated or overcome. Presumptions are listed with a (P) after the standard.

- a. Overcoming a Presumption

- A presumption that may be unsuitable for a given project may be waived if an applicant can demonstrate to the director that there is a good reason why the presumption is inappropriate. The director may approve an alternative that achieves the intent of the presumption. At the discretion of the applicant, or in rare cases, the director may refer the permit to the design review board. A referral from the director would be in those cases where the complexity of the project and/or the cumulative impacts of deviations result in the project no longer meeting the overall intent of the design standards and the comprehensive plan.

- b. Appropriate ways to overcome a presumption include:

- i. demonstrating that for a specific project the underlying design principles will not be furthered by the application of the presumption;

- ii. showing that another design principle is enhanced by not applying the presumption;
- iii. demonstrating an alternative method for achieving the intent of the presumption; and
- iv. explaining the unique site factors that make the presumption unworkable, such as lot size and shape, slope, natural vegetation, drainage, or characteristics of adjacent development, which are identified through their use of materials, colors, building mass and form, and landscaping.

Note: Increases in the cost of development will not be an acceptable reason to waive a ~~((guideline))~~ design standard or determine that a design standard is inappropriate.

3. Considerations (C).

Design ~~((guidelines))~~ criteria listed as considerations are features and concepts that an applicant should consider in preparing a plan. Their omission is not grounds for rejecting a plan, but their inclusion or recognition is encouraged and may assist in overcoming certain presumptions and in gaining acceptance for a plan. Considerations are listed with a (C) after the standard.

Section 12. That SMC section 17E.060.810 is amended to read as follows:

**17E.060.810 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts.**

Section 17E.060.810 Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.810 ~~((Standards and Guidelines))~~ Design Standards Applying to Downtown, Campus, and Great Gorge Districts

A. Shoreline Relationships.

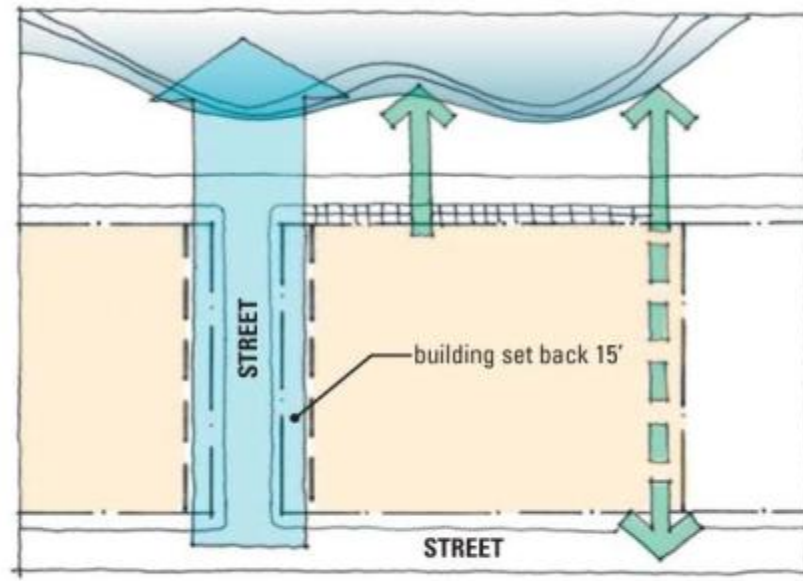
1. Public Access

a. Purpose.

To meet a basic objective of the Shoreline Management Act for public access to the shoreline.

b. When public access is required, it shall be provided pursuant to SMC 17E.060.290. (R)

c. Visual access shall be achieved by setting buildings back at least fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction. (R)



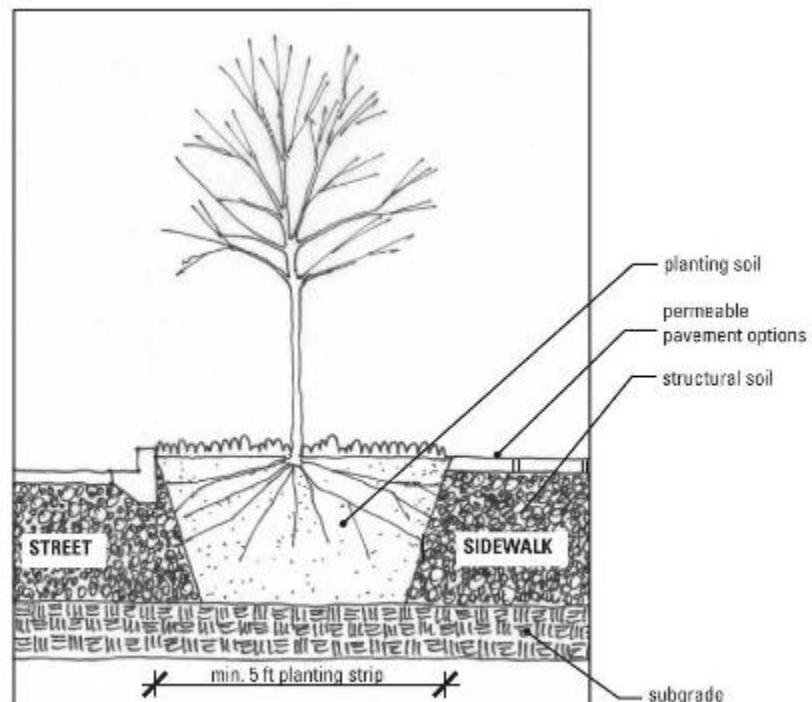
*Example showing building set back 15 ft along public r-o-w to enhance a view corridor.*

- d. A pathway connecting to the nearest public right-of-way is the preferred type of public access. (P)
  - e. Physical access pathways shall be a minimum of ten feet clear width. (R)
  - f. The use of pervious materials is recommended for pedestrian surfaces (including pathways and patios) to absorb stormwater runoff. Options include permeable interlocking unit pavers, porous concrete, or porous asphalt. (C)
  - g. To prevent invasive weeds from colonizing along pathways in the shoreline buffer area, the design of any pathway shall include finished edges. Exposed gravel shoulders shall not be allowed in this area. Soil disturbance shall be minimized during construction and any disturbed soils shall be replanted consistent with native plant colonies in the immediate vicinity. (R)
  - h. Signs shall be installed to indicate that the pathway is open to the public and the hours during which the public can access the pathway. (R)
2. Site Design.
- a. Urban Green Streets and Urban Pathways.
    - i. Street Trees and Planting Strips.
      - A. Purpose.  
To supplement the urban forest with new trees and planting as development and redevelopment occur.
      - B. New development shall include street trees, installed in planting strips located between the curb and sidewalk.



To promote tree health in order to gain the benefits associated with trees, consider opportunities when designing streets and sidewalks to provide as much uncompacted soil as possible. Designs shall allow for positive root growth using sustainable solutions that involve innovative means of structural support for the walking surface. (R)

- C. Planting strips shall be at least five feet wide and planted with ground cover or native grasses. (R)
- D. Native trees, such as evergreens, are encouraged when adequate space is available. (C)



## ii. Urban Green Streets and Urban Pathways.

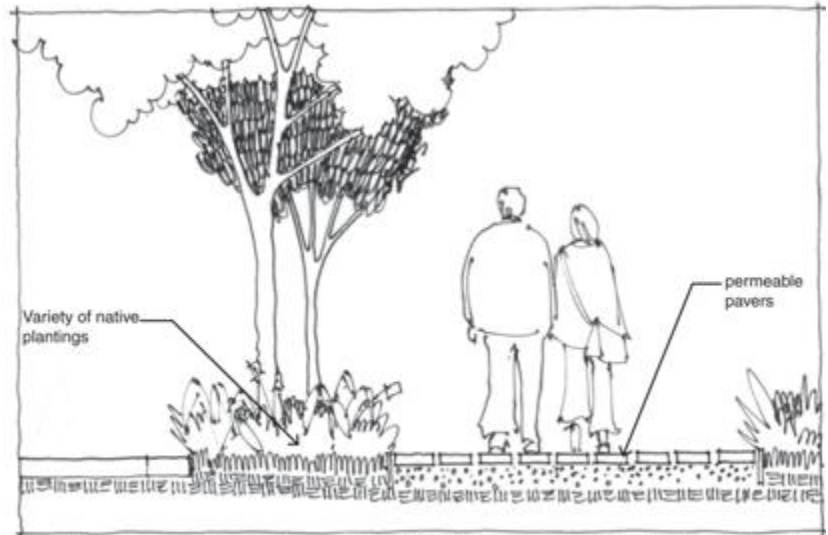
### A. Purpose.

To have streets add to the environmental quality of the shoreline environment.

- B. Streets within the shoreline jurisdiction shall be planted with a variety of trees, shrubs and ground cover. (R)
- C. Techniques for capturing and filtering stormwater runoff shall be incorporated into the design of streets, sidewalks, planting strips, and pathways. (R)
- D. Permeable pavement options are encouraged on pedestrian surfaces. These may include permeable

interlocking unit pavers, porous concrete, or porous asphalt. (C)

- E. Alternatives to standard curbs and planting strips are encouraged to reduce concentrated storm water flowing into landscaped areas. (C)



*Example of a "green street" incorporating a combination of ground cover, native grasses, shrubs and trees, along with permeable pavers in the sidewalk area and curbless street to aid stormwater conveyance and infiltration.*

iii. Overlooks in Public Development.



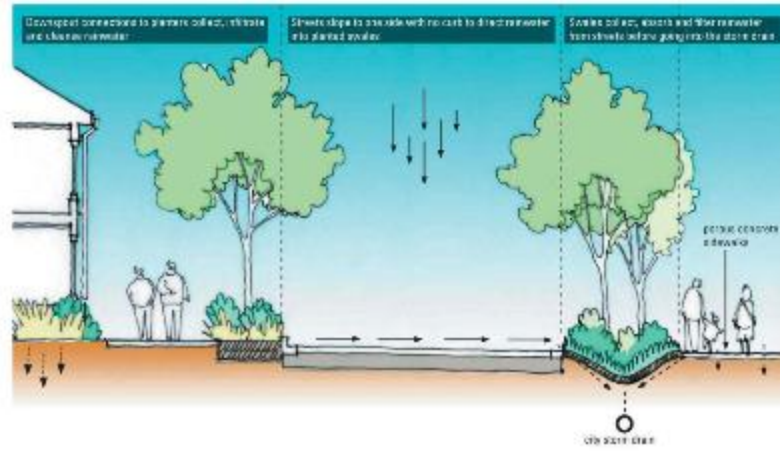
*Example of an overlook provided as an extension of the sidewalk.*

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

- A. Purpose.  
To make the public aware of the rich history and environmental systems associated with the river and the shoreline.
  - B. Along streets, pathways or within public parks, overlooks should be provided where views of historic and aesthetic features or landmarks of the river are available. (C)
  - C. Methods, such as signs, should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- b. Overlooks in Private Development.
  - i. Purpose.  
To encourage private development to incorporate features that help people understand the setting.
  - ii. Along pathways and public spaces, overlooks should be provided where views of the river are available. (C)
  - iii. Methods should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- c. Best Management Practices (BMP).
  - i. Purpose.  
To encourage site design to make use of state of the art techniques.
  - ii. Site design shall reflect nationally recognized Best Management Practices with respect to paving, erosion control, infiltration and filtration, retention and detention, and surface water quality. (R)
  - iii. A shoreline construction site plan indicating how construction BMP's will be applied on shoreline sites during construction shall be required, pursuant to SMC 17E.060.260. (R)
- d. Low Impact Development (LID).
  - i. Purpose.  
To encourage site design techniques that protects the environment and water resources by considering the site's pre-existing hydrologic conditions.
  - ii. A site plan and shoreline construction site plan shall be required that indicate ways of minimizing impact on existing features, pursuant to SMC 17G.060.070 and SMC 17E.060.260. (R)
  - iii. Site design consistent with LID principles is encouraged. Examples of LID techniques include site design to retain

existing trees and vegetation, impervious surface reduction, rain gardens, retention swales, permeable paving, green roofs, rain barrels, and downspout connections to planters. (C)



Techniques for capturing and filtering stormwater runoff - including curbside streets and swales as planting strips - in the design of streets, sidewalks, and building frontages.

## B. Site Development.

### 1. Vegetation Conservation/Tree Preservation.

#### a. Purpose.

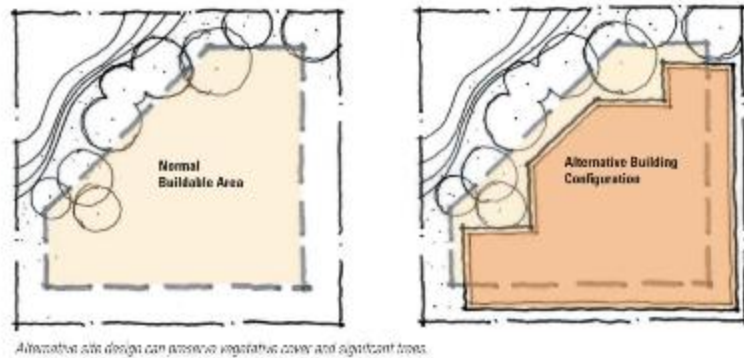
To maintain vegetative cover that holds slopes, filters run-off and provides habitat.

#### b. There shall be no net loss of vegetative cover within the shoreline jurisdiction. (R)

#### c. At least twenty-five percent of existing healthy "significant trees" (over six-inches in caliper) as identified by a qualified professional and shown on a shoreline construction site plan shall be retained when a site is developed. Design and construction methods shall ensure the protection and health of retained trees during construction. (R)

#### d. Within the designated shoreline buffers, native vegetation shall be preserved. Lawns shall not extend into this area. (R)

#### e. Vegetation that is removed for development purposes shall be replaced on site. Alternatively, if a qualified professional determines that is not feasible, the applicant shall contribute an amount equal to replacing the vegetation on site to a shoreline restoration fund to be used to restore identified restoration sites pursuant to the City of Spokane shoreline restoration plan. (R)



## 2. Clearing and Grading.

### a. Purpose.

To carefully control the effects of land disturbance so that the natural systems immediately adjacent to the river are protected.

### b. Site design shall identify measures to protect the shoreline buffer from disturbance both during construction and throughout occupancy. (R)

### c. Limited removal of noxious species of non-native plants shall be allowed so that native species can thrive, pursuant to SMC 17E.060.270, Vegetation Replacement Plan. (R)

### d. Altering the natural flow of water to the river shall not be allowed, except during construction to prevent the flow of sediments or chemicals into the river. (R)

## C. Building Design.

### 1. Sustainability.

#### a. Purpose.

To encourage new development to embody sustainable features.

#### b. New development within the shoreline should be designed to reflect criteria for at least LEED Certification, if not higher. (C)

### 2. Green Roofs.

#### a. Purpose.

To encourage innovative, sustainable elements in new roofs.

#### b. New commercial development should consider the appropriateness of incorporating green roof technology as a possible option to capture, retain, and filter rainwater. (C)

### 3. Building/Shoreline Compatibility.

#### a. Purpose.

To ensure building design that complements and blends with the natural character of the shoreline environment.

#### b. Buildings shall incorporate a variety of features to reduce their bulk and scale. At least two of the following shall be employed (R):

##### i. Bay windows.

##### ii. Visible roofs such as pitched, sloped, curved, angled.



- iii. Deep off-sets of facades.
- iv. Projecting elements creating shadow lines.
- v. Terraces or balconies
- c. The upper floor(s) of building shall incorporate at least one of the following features (R):
  - i. A visible roof: Pitched, sloped, peaked, curved, angled.
  - ii. A stepping back of the top floor(s) by at least five feet.
  - iii. An overhanging roof form.
  - iv. A distinct change of materials on the upper floor(s).



*Bay windows, pitched roofs, balconies and jogs in the facade help reduce the apparent bulk of a building to blend with the natural character of the shoreline environment.*

#### D. Signs.

Signs within the shoreline jurisdiction shall be regulated pursuant to chapter 17C.240 SMC. (R)

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

E. Lighting – Cut-off.

1. Purpose.

To prevent glare and spillover.

2. All site lighting, including parking lot lighting, shall be directed downward, using internal or external cut-off methods and must be contained on site.  
(R)

Section 13. That SMC section 17E.060.820 is amended to read as follows:

**17E.060.820 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Downtown District.**

Section 17E.060.820 Standards and Guidelines Specific to the Downtown District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.820 ~~((Standards and Guidelines))~~ Design Standards Specific to the Downtown District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in each district will inform the design of the built environment. Downtown is an intense urban environment where people and views of the falls create much of the interest in being there. New development along the riverfront that will facilitate desired activities is encouraged. These include shopping, dining, walking, biking, jogging, people watching, viewing the falls, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least three of the following  
(R):

- a. Outdoor seating or opportunities for outdoor dining.
- b. Building entry from the river side.
- c. Benches along pedestrian trail.
- d. Outdoor balconies.
- e. Public plaza with seating.
- f. Public viewpoint with interpretive signs (see SMC 17E.060.810(A)(2)(a)(iii), Overlooks and Public Development, and SMC 17E.060.810(A)(2)(b), Overlooks in Private Development).
- g. Public art.

- h. Opportunities for outdoor vending such as food or bicycle rental.



*Example of an active, pedestrian-oriented building along the river.*

**B. Streets, Sidewalks, and Trails – Pedestrian Pathways.**

**1. Purpose.**

To result in an urban pathway design reflecting the form and intensity of adjacent development, as well as a higher level of pedestrian activity.

**2. Pedestrian pathways shall be at least ten feet wide. (R)**

**3. Pedestrian pathways shall be lighted either from nearby buildings or from pedestrian-scaled fixtures. (R)**

**4. Seating should be provided at intervals. (C)**

**C. Site Design.**

**1. Landscape Character Protection.**

**a. Purpose.**

To ensure that development along the shoreline enhances the natural character of the river and falls including its geologic features and native vegetation.

**b. Parking and service areas shall be located so they are screened from views along the shoreline, from opposite shorelines, and from bridges. (R)**

**2. Pervious Plazas and Spaces.**

**a. Purpose.**

To create a system of spaces integrated with the ecological systems of the shoreline.

**b. Development shall include one or more of the following (R):**

**i. Open spaces.**

**ii. Courtyards.**

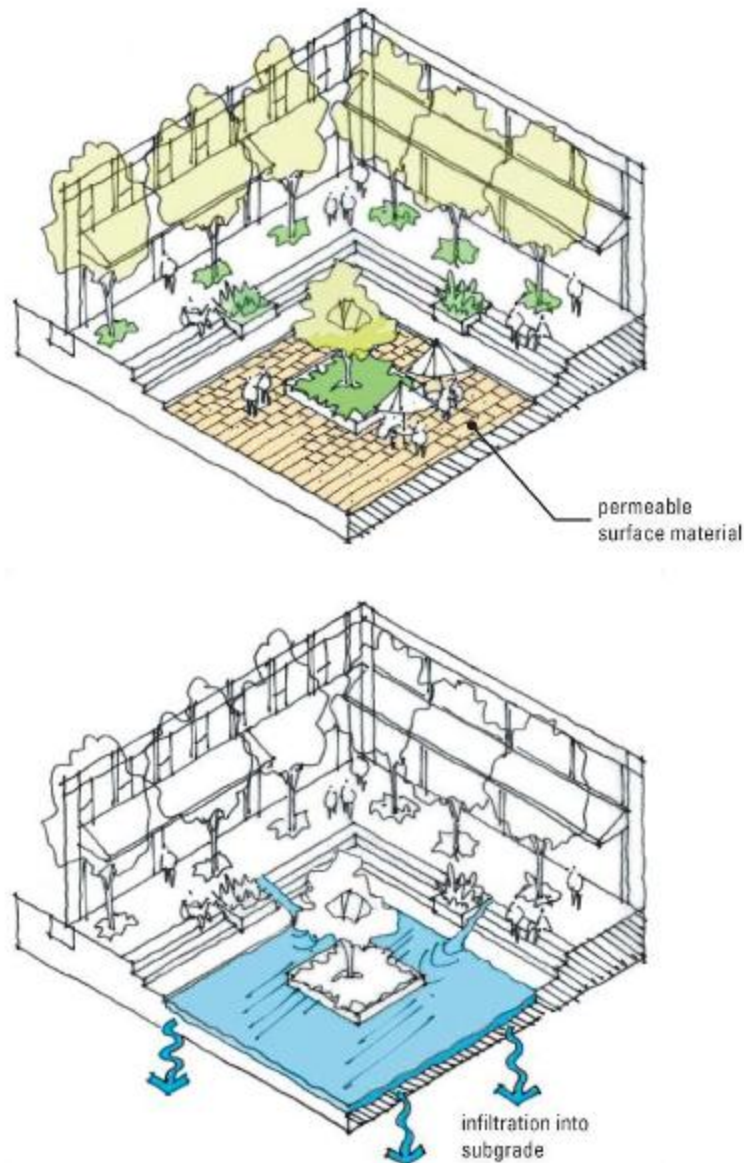
**iii. Plazas.**

**iv. Forecourts; or**

**v. Other public spaces that allow for a seamless connection between streets and various uses.**



- c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)



*Plazas can be urban amenities that function as public gathering places and serve to hold, filtrate and cleanse stormwater overflow.*

### 3. Impervious Surfaces.

#### a. Purpose.

To reduce stormwater runoff rates and volumes, while recognizing that the downtown area will have more intense development and more hard surfaces than other districts.

- b. New development shall include at least ten percent pervious surfaces. This may be accomplished by using one or a combination of the following (R):
  - i. At-grade planted areas.
  - ii. Permeable paving systems in pedestrian surfaces such as pedestrian walkways or plazas.
  - iii. Green roofs.
  - iv. Each existing significant tree (over six inches caliper and in good health) protected during design and construction may reduce the total required pervious surface requirement by one percent per tree. The required pervious surface shall not be reduced to less than five percent. For example, an applicant retaining two significant trees shall be required to provide eight percent pervious surfaces; an applicant retaining six significant trees shall be required to provide five percent pervious surfaces. Please note that all landscape requirements shall be met regardless of pervious surface requirements.
- c. Stormwater runoff from impervious surfaces shall be directed to treatment or detention areas. For non-pollution generating impervious surfaces (generally this includes most surfaces not traveled on by automobiles) this may include one or a combination of the following as approved by director of engineering services (R):
  - i. Stormwater planters.
  - ii. Tree box filters.
  - iii. Water features.
  - iv. Landscaped areas including swales or rain gardens.
  - v. Cistern for later on-site irrigation.

- vi. Other options as approved by engineering services.



*Rain gardens with native plantings integrated into an urban streetscape*

- d. Raised curbs are discouraged in parking lots so that stormwater runoff can drain naturally into City approved percolation areas rather than be directed into a concentrated flow. At grade curb alternatives to finished asphalt edges are encouraged. (C)
4. Planting Palette.
- a. Purpose.  
To protect, enhance and restore native vegetation along the shorelines, while recognizing the more urban nature of vegetation in the downtown area.
  - b. It is recognized that within downtown, there will likely be a somewhat more manicured and formal use of plantings to frame buildings, streets and spaces. However, landscape designs that rely upon lawns requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)

- c. Lawns should be limited to areas where a green walking surface is necessary and desirable, in picnic areas for example. Plants should be chosen for year round interest and grouped according to their water needs for good water efficiency. Drought tolerant species and native plantings are highly encouraged. Native trees, shrubs and groundcover plants should dominate the landscape. (C)

#### D. Building Design.

##### 1. Character Related to the Setting.

###### a. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

- b. The dramatic nature of the river and the falls define the image of downtown Spokane in a way unlike any other city. Therefore, new buildings should respect the importance of this magnificent and unique centerpiece by not attempting to compete with it visually. Buildings should be designed with respect to location, form and color, so that the river continues to be the emphasis. (C)

- c. Building facades should also incorporate elements that strengthen the natural setting, such as local stone, bay windows, fine-grained articulation, lower floors that frame public spaces, surrounding vegetation. The preference is to have buildings that seem like a built extension of rock, embankments, and outcroppings. (C)

##### 2. Building Orientation.

###### a. Purpose.

To ensure that buildings along the shoreline have two public faces – one along the street, the other along the riverfront.

- b. While it is expected that buildings will be primarily oriented toward public streets, there shall also be features such as windows, secondary entries, balconies, and public spaces that are oriented to the river. (R)

##### 3. Ground Floor Animation.

###### a. Purpose.

To ensure that buildings take advantage of their unique shoreline setting and contribute to the vitality and activity of downtown.

- b. The ground floor of buildings shall incorporate a combination of at least three of the following features (R):
  - i. Windows covering more than thirty percent of the ground level façade facing the shoreline.
  - ii. Windows covering more than thirty percent of the ground level façade facing the street.
  - iii. Masonry or stone covering the ground level façade and producing a “plinth” effect.
  - iv. Ground level details such as accent lighting, decorative medallions, and canopies.

- v. Sculpture, bas relief murals, art worked into paved surfaces.
- vi. Retail uses, such as cafes and restaurants, bike rental, and brew pubs.
- vii. Publicly accessible gardens, courtyards, or plazas.



#### E. Lighting – Dark Sky.

##### 1. Purpose.

To reduce glare and spillover from lighting associated with parking lots or buildings.

2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)

Section 14. That SMC section 17E.060.830 is amended to read as follows:

### **17E.060.830 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Campus District.**

Section 17E.060.830 Standards and Guidelines Specific to the Campus District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ((and Guidelines)) Specific to Shoreline Districts

Section 17E.060.830 ((Standards and Guidelines)) Design Standards Specific to the Campus District

#### A. Shoreline Relationships – Human Activity.

##### 1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Campus district will inform the design of the built environment. The Campus district is an area in which passive recreation is interwoven with academic, commercial, residential, and light industrial functions. New development along the riverfront should contribute to the campus-like setting, focus attention on the river as a community asset, and improve the natural aesthetics for recreational activities. These include rowing,

- bicycling, walking, observing birds/wildlife, and learning the stories of the river through interpretive displays.
2. New buildings shall provide at least two of the following waterward (R):
    - a. Outdoor seating areas.
    - b. Benches along pedestrian trail.
    - c. Outdoor balconies and decks.
    - d. Public plazas or courtyards with seating.
    - e. Public viewpoint with interpretive signs.
    - f. Public art.
- B. Streets, Sidewalks, and Trails – Pedestrian Pathways.
1. Purpose.  
To result in a pathway design reflecting the form and intensity of adjacent development, as well as the moderate level of pedestrian activity.
  2. Pedestrian pathways shall be at least ten feet wide. (R)
  3. Lighting shall be provided, either from nearby buildings or from pedestrian-scaled fixtures. (R)
  4. Seating should also be provided at intervals. (C)
- C. Site Design.
1. Landscape Character Protection.
    - a. Purpose.  
To protect, restore, and enhance the natural character of the river, including its geologic features and native vegetation.
    - b. Within the Campus district, it is expected that there will be a soft, more “naturalistic” approach to landscape design. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. However, landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water, should be avoided. (C)
    - c. Native vegetation should predominate. (C)
  2. Impervious Surfaces.
    - a. Purpose.  
To recognize that the campus area will have more open development that can allow for pervious surfaces.
    - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, roof scuppers, and other features. New development shall achieve at least fifteen percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
  3. Pervious Surfaces.
    - a. Purpose.  
To create a system of spaces integrated with the ecological systems of the shoreline.

- b. Development shall include one or more of the following (R):
        - i. Open spaces.
        - ii. Landscaped courtyards.
        - iii. Plazas.
        - iv. Greenways.
        - v. Pathways; or
        - vi. Other spaces that allow for a seamless connection between streets and various uses.
      - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
    - 4. Planting Palette.
      - a. Purpose.
 

To recognize the softer landscape of campus settings.
      - b. Native plant material is strongly encouraged, with non-natives being an occasional exception. Campus settings typically involve a more “natural” array of plantings, rather than a manicured or formal arrangement. However, there may be some locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)
    - 5. Rain Gardens.
      - a. Purpose.
 

To incorporate innovative methods of capturing and filtering run-off, as a part of the overall campus site design and landscaping.
      - b. Rain gardens should be integrated into planting strips along streets, as well as in public spaces and general landscaped areas. (C)
      - c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)
  - D. Building Design – Character Related to the Setting.
    - 1. Purpose.
 

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls including its geologic features and native vegetation.
    - 2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. Buildings should incorporate materials and colors that will be restrained and blend with native rock and vegetation. (C)
  - E. Lighting – Dark Sky.
    - 1. Purpose.
 

To reduce glare and spillover from lighting associated with parking lots or buildings.
    - 2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
    - 3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)



4. Parking lots shall be lighted with fixtures less than twenty two feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 15. That SMC section 17E.060.840 is amended to read as follows:

**17E.060.840 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Great Gorge District.**

Section 17E.060.840 Standards and Guidelines Specific to the Great Gorge District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards (~~(and Guidelines)~~) Specific to Shoreline Districts

Section 17E.060.840 (~~((Standards and Guidelines))~~) Design Standards Specific to the Great Gorge District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Great Gorge district will inform the design of the built environment. The Great Gorge district is a rugged area of steep bluffs, fast water, native plants and wildlife. Passive recreational opportunities are interwoven with residential uses. New development along the riverfront that maintains the natural character of the river gorge as a backdrop for recreation activities is encouraged. These include walking, bicycling, fishing, kayaking, rafting, observing birds/wildlife, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least two of the following (R):

- a. Outdoor seating areas.
- b. Benches along pedestrian trail.
- c. Outdoor balconies and decks.
- d. Public viewpoint with interpretive signs.
- e. Public art.

B. Streets, Sidewalks and Trails – Pedestrian Pathways.

1. Purpose.

To result in a pathway design, reflecting the mostly residential, lower intensity of adjacent development, as well as the modest level of pedestrian activity.

2. Pedestrian pathways shall be at least ten feet wide. (R)

C. Site Design.

1. Landscape Character Protection.

a. Purpose.

To protect, restore, and enhance the natural character of the river including its geologic features and native vegetation.



- b. Within the Great Gorge district, it is expected that there will be a very soft, open, informal, “naturalistic” approach to landscape design that reinforces the shoreline environment. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. Landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)
  - c. Native vegetation should predominate. (C)
  - d. If buildings require exposed pilings for support on hillsides, the ground under the building shall be planted with shade tolerant plantings. Exposed soil shall not be allowed. (R)
  - e. Exposed pilings should be colored to blend with native rock and the pilings and open space should be screened by tall vegetation. (C)
- 2. Impervious Surfaces.
  - a. Purpose.
 

To recognize that the Great Gorge area will have more open development that can allow for more pervious surfaces.
  - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, and roof scuppers and other features. Generally, new development shall attempt to achieve at least twenty percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
- 3. Pervious Surfaces.
  - a. Purpose.
 

To create a system of spaces integrated with the ecological systems of the shoreline.
  - b. Development shall include one or more of the following (R):
    - i. Open spaces.
    - ii. Landscaped courtyards.
    - iii. Greenways.
    - iv. Pathways; or
    - v. Other spaces that allow for a seamless connection between streets and various uses.
  - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
- 4. Planting Palette
  - a. Purpose.
 

To recognize the dramatic natural landscape of the Great Gorge setting.
  - b. Native plant material is strongly encouraged. Non-native, ornamental trees requiring large amounts of water and maintenance are strongly discouraged. Landscape designs should reflect a “natural” array of

plantings, rather than a manicured or formal arrangement. However, there may be a few locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)

5. Rain Gardens.

a. Purpose.

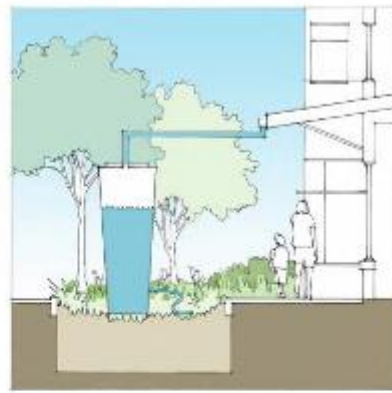
To incorporate innovative methods of capturing and filtering run-off.

b. Rain gardens should be integrated into planting strips along streets, as well as in exterior landscaped spaces. (C)

c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)



*swale/rain garden*



*Cistern for on-site irrigation*



*green roof*



*permeable paving system*

D. Building Design – Character Related to the Setting.

1. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. It is expected that buildings will incorporate materials and colors that will be restrained and blend with native rocks and vegetation. (C)
- E. Lighting – Dark Sky.
1. Purpose.  
To reduce glare and spillover from lighting associated with parking lots or buildings.
  2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
  3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)
  4. Parking lots shall be lighted with fixtures less than 22 feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 16. That SMC section 17E.060.380 is amended to read as follows:

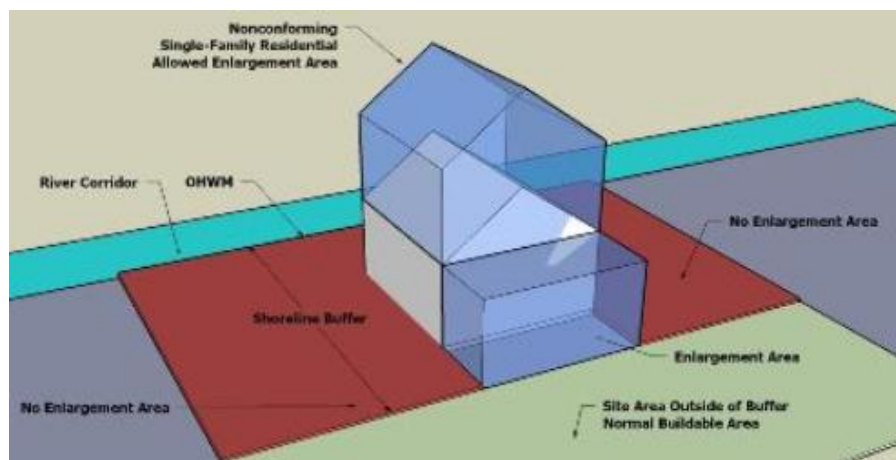
**17E.060.380 Environmental Standards; Shoreline Regulations; Article V. General Requirements for Shoreline Use and Modifications: Part III. Nonconforming Shoreline Situations; Nonconforming Uses and Structures.**

Section 17E.060.380 Nonconforming Uses and Structures

- A. Definition.  
Nonconforming development is a shoreline use or structure that was lawfully constructed or established prior to the effective date of the Act, the SMP, or these shoreline regulations, or amendments thereto, but which does not conform to present regulations or standards of these shoreline regulations or the policies of the Act.
- B. In accordance with the requirements of this section, structures that were legally established prior to the SMP or these shoreline regulations, or amendments thereto, and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height, or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction or use would not be allowed for new development or uses.
- C. A nonconforming structure which is moved any distance must be brought into conformance with the applicable shoreline regulations and the Act.
- D. If a nonconforming structure is damaged to an extent not exceeding seventy-five percent of the replacement cost of the original structure, it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, provided that application is made for the permits necessary to restore

the structure within six months of the date the damage occurred, all permits are obtained, and the restoration is completed within two years of permit issuance, except that nonconforming single-family residences, manufactured homes, and mobile homes may be reconstructed regardless of the extent of damage so long as application is made within the times required by this subsection.

- E. The replacement, expansion, or enlargement of nonconforming residential buildings (including single-family residences, manufactured homes, and mobile homes) shall achieve no net loss of shoreline ecological functions pursuant to SMC 17E.060.210 and adhere to the mitigation sequencing requirements in SMC 17E.060.220.
- F. Existing nonconforming residential buildings may be replaced within the existing footprint upon approval of a shoreline substantial development permit.
- G. For the replacement of manufactured homes and mobile homes, a greater building footprint than existed prior to replacement may be allowed in order to accommodate the conversion of single-wide manufactured homes to ~~((double-wide))~~ double-wide manufactured homes, upon approval of a shoreline conditional use permit.
- H. Existing nonconforming single-family residences may be enlarged or expanded in conformance with applicable bulk and dimensional standards upon approval of a shoreline conditional use permit and by conformance with the following requirements:
  - 3. An expansion or enlargement to the main structure or the addition of a normal appurtenance as defined in WAC 173-27-040(2)(g) and chapter 17A.020 SMC, Definitions, to the main structure shall only be accomplished by addition of space:
    - a. above the main structure's building footprint; and/or
    - b. onto or behind that side of the main structure which is the farthest away from the ordinary high-water mark.



2. If the requirements in SMC 17E.060.380((F))H((3))1(a) and (b) cannot be accomplished without causing significant harm to shoreline vegetation or other shoreline ecological functions, the director may require additional site analysis to determine if an alternative location for the expansion or enlargement of the structure is feasible.
- I. Existing residential buildings have a change in use to another legal, conforming use shall conform to the buffer and structure setback requirements and all other requirements of the entire SMP and Title 17C SMC, Land Use Standards.
- J. A use which is listed as a conditional use but which existed prior to adoption of these shoreline regulations or any amendment thereto, and for which a conditional use permit has not been obtained, shall be considered a nonconforming use.
- K. A structure for which a variance has been issued shall be considered a legal nonconforming structure, and the requirements of this section shall apply as they apply to preexisting nonconformities.
- L. A structure which is being or has been used for a nonconforming use shall not be used for a different nonconforming use, except as provided below, and only upon the approval of a shoreline conditional use permit.
  1. No reasonable alternative conforming use is practical.
  2. The proposed use will be is as consistent with the policies and provisions of the Act and these shoreline regulations and as compatible with the uses in the area as the preexisting use; and
  3. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of these shoreline regulations and the policies in the Act and to assure that the use will not become a nuisance or a hazard.
- M. If a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming.
- N. An undeveloped lot, tract, parcel, site, or division of land which was established in accordance with local and state subdivision requirements prior to the effective date of the Act or the applicable shoreline regulations but which does not conform to the present lot size standards may be developed if permitted by other land use regulations of the City so long as such development conforms to all other requirements of the applicable shoreline regulations and the Act.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## SHORELINE MASTER PROGRAM PERIODIC REVIEW

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### Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the “periodic review” of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at [RCW 90.58.080\(4\)](#). Ecology’s rule outlining procedures for conducting these reviews is at [WAC 173-26-090](#).

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

#### How to use this checklist

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the **beginning of the periodic review**, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

**At the end of your review process**, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

*Local governments should coordinate with their assigned [Ecology regional planner](#) for more information on how to use this checklist and conduct the periodic review.*

Prepared By	Jurisdiction	Date
Melissa Wittstruck and Amanda Beck	City of Spokane	March 2021

Row	Summary of change	Review	Action
2019			
a.	OFM adjusted the <b>cost threshold for building freshwater docks.</b>	SMC Section 17E.060.300 item B-8 outlines the cost threshold for a permit exemption when building a freshwater dock.	<p>Amend the section to reflect the new dollar thresholds and periodic cost reviews referred to in ECY requirements:</p> <p>(XX) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if:</p> <p>(i) In fresh waters the fair market value of the dock does not exceed:</p> <p>(A) twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced; or</p> <p>(B) Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.</p> <p>However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.</p>



b.	The Legislature removed the requirement for a shoreline permit for disposal of dredged materials at Dredged Material Management Program sites ( <i>applies to 9 jurisdictions</i> )	Not applicable.	Spokane is not one of the 9 jurisdictions - Not Applicable Finding of Adequacy
c.	The Legislature added restoring native kelp, eelgrass beds and native oysters as fish habitat enhancement projects.	Not Applicable.	This applies to marine waters. Spokane has no marine appellation waters. Not applicable. Finding of Adequacy
2017			
d.	OFM adjusted the cost threshold for substantial development to \$7,047.	SMC subsection 17E.060.290(C) outlines the cost threshold requiring a substantial development permit.	Amend cost threshold in SMC 17E.060.290(C). Further amend this section to reference statute, including reference to period of review/consideration for inflation.  “Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed <u>seven thousand forty seven dollars (\$7,047) or the adjusted amount per WAC 173-27-040</u> ”
e.	Ecology permit rules clarified the definition of “development” does not include dismantling or removing structures.	“Development” is defined as “Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.” SMC 17A.020.040 “D” Definitions.	Adopt the ECY definition of development, specific to shorelines in SMC Chapter 17A.020, Section 17A.020.040 “D”.  “Development” for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. “Development” does not include dismantling or removing

			structures if there is no other associated development or re-development.
f.	Ecology adopted rules clarifying <b><u>exceptions</u> to local review under the SMA.</b>	Those exceptions (a new creation) adopted by the State do not exist under SMC Section 17E.060.300. The City of Spokane has "exemptions."	<p>Added a new clause to 17E.060.300(C) Exceptions as consolidated by WAC 173-27-044, in SMC Section 17E.060.300</p> <p>(XX) Developments not required to obtain shoreline permits or local reviews. Amend 17E.060.300 to clarify exemptions and exceptions. Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:</p> <ul style="list-style-type: none"> <li>(i) Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW.</li> <li>(ii) Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.</li> <li>(iii) WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a</li> </ul>

			<p>substantial development permit, conditional use permit, variance, letter of exemption, or other local review.</p> <p>(iv) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.</p> <p>(v) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.</p>
g.	Ecology amended rules clarifying <b>permit filing procedures</b> consistent with a 2011 statute.	SMC Section 17G.060.210 is consistent with the 2011 statute.	No action. Finding of Adequacy
h.	Ecology amended <b>forestry use regulations</b> to clarify that forest practices that only involves timber cutting are not SMA “developments” and do not require SDPs.	According to the Article V Part V, SMC Section 17E.060.510: “Forest practices are not presently conducted within the shorelines, nor are they an anticipated activity within the shoreline jurisdiction.”	No action Finding of Adequacy
i.	Ecology clarified the SMA does not apply to lands under <b>exclusive federal jurisdiction</b> .	It is not necessary to amend the SMP.	No action. Finding of Adequacy.
j.	Ecology clarified “default” provisions for <b>nonconforming uses and development</b> .	City of Spokane has adopted its own nonconforming use provisions under SMC Section 17E.060.380.	No action. Finding of Adequacy.
k.	Ecology adopted rule amendments to clarify the scope and process for conducting <b>periodic reviews</b> .	No periodic review procedures.	No action. Finding of Adequacy.
l.	Ecology adopted a new rule creating an <b>optional SMP amendment process</b> that allows for a shared local/state public comment period.	City of Spokane Amendment procedure already includes WAC 173-26-090 to WAC 173-26-160.	Amend SMC Section 17E.060.110(A) to strikethrough WAC 173-26-090 to WAC 173-26-160 and instead cross-reference WAC 173-26. Finding of Adequacy with citations.

m.	<b>Submittal</b> to Ecology of proposed SMP amendments.	SMC does not include SMP submittal process. SMC 17E.060.110 cites WAC 173-26 consistency for amendments.	No action and Finding of Adequacy with citation.
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the <b>Americans with Disabilities Act</b> .	SMC Section 17E.060.300 includes by reference RCW 90.58 which states that permits fulfilling ADA requirements are exempt.	No Action. Finding of Adequacy with citations.
b.	Ecology updated <b>wetlands critical areas guidance</b> including implementation guidance for the 2014 wetlands rating system.	SMC Section 17E.070 includes ecology updated critical areas guidance including implementation guidance for the 2014 wetlands rating system. Section 17E.070.020 amends that wetlands are designated in accordance with the most current edition of the federal wetland delineation manual and applicable regional supplements.	No Action Finding of Adequacy with citations.
2015			
a.	The Legislature adopted a <b>90-day target</b> for local review of Washington State Department of Transportation (WSDOT) projects.	Optional amendment.	No action. Finding documenting the optional provision.
2014			
a.	The Legislature created a new definition and policy for <b>floating on-water residences</b> legally established before 7/1/2014.	According to SMC Section 17E.060.570(F): "Over-Water residences shall be prohibited."	Not applicable. No action - Spokane does not have <b>floating on water residences</b> . Finding of Adequacy with citations.
2012			
a.	The Legislature amended the SMA to clarify <b>SMP appeal procedures</b> .	No SMP appeal procedure.	No action And Finding of Adequacy.

## 2011

a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved <b>federal wetland delineation manual</b> .	SMC Section 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.	No action. Finding of Adequacy supported by citation and ECY correspondence.
b.	Ecology adopted rules for new commercial <b>geoduck aquaculture</b> .	City of Spokane does not have saltwater shorelines.	Not applicable. No action. Finding of Adequacy – cite no saltwater shorelines.
c.	The Legislature created a new definition and policy for <b>floating homes</b> permitted or legally established prior to January 1, 2011.	According to SMC Section 17E.060.570(F): “Over-Water residences shall be prohibited.”	Not applicable. No action – Spokane does not have <b>floating homes</b> . Finding of Adequacy with citations.
d.	The Legislature authorizing a new <b>option to classify existing structures as conforming</b> .	SMC 17E.060.380 identifies nonconforming structures as allowed but does not allow them to increase their extent of nonconformity.	No action. Finding of Adequacy – supported by SMC citation.

## 2010

a.	The Legislature adopted <b>Growth Management Act – Shoreline Management Act clarifications</b> .	SMC Section 17E.060.170 includes RCW 90.58 and associated WACs by reference. All provisions for critical areas in the SMC that are not consistent with the RCW and WAC are void.	No action. Finding of Adequacy – supported by SMC citation.
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## 2009

a.	The Legislature created new “relief” procedures for instances in which a <b>shoreline restoration project within a UGA</b> creates a shift in Ordinary High Water Mark.	SMC does not include a provision for restoration project and relief from shoreline regulations that precludes a land owner from using their property for its intended use. (X) The [CITY] may grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects within urban growth areas consistent with criteria and procedures in WAC 173-27-215. Local governments may want to include this option in local SMPs – though the process may be used even if the provision is not in the SMP.	No Action. Finding of Adequacy. The provision is optional and available without adoption.
b.	Ecology adopted a rule for certifying <b>wetland mitigation banks</b> .	SMC Section 17E.070.140 allows mitigation banking.	No action. Finding of Adequacy.
c.	The Legislature added <b>moratoria authority</b> and procedures to the SMA.	Moratoria procedures are not required to be include in the SMP, the statute itself can be relied upon.	No action. Finding of Adequacy.

## 2007

a.	The Legislature clarified <b>options for defining "floodway"</b> as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	SMC Section 17A.020.060 adopts the associated RCW and its definition of floodway by references.	No action. Finding of Adequacy – supported by SMC citation.
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<b>b.</b>	<b>Ecology amended rules to clarify that comprehensively updated SMPs shall include a list and map of streams and lakes that are in shoreline jurisdiction.</b>	Maps are included in the SMC in Section 17E.060.060.	No action. Finding of Adequacy – supported by SMC citation. No new streams or lakes within shoreline jurisdiction.
<b>c.</b>	Ecology’s rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of RCW 77.55.181.	SMC Section 17E.060.300 includes, by reference, exemptions under WAC 173-27-040.	No action. Finding of Adequacy – supported by SMC citation.

## Additional amendments

Modify this section, as needed, to reflect additional review issues and related amendments. The summary of change could be about Comprehensive Plan and Development regulations, changes to local circumstance, new information, or improved data.

SMP section	Summary of change	Review	Action
	Conflict between Boating Facilities and Water-Enjoyment Recreational Facilities for launch ramps in WWTP Environment.	17E.060, Primary Use Table.	In Section 17E.060.690 Table 17E.060-04, Shoreline Primary Uses – change “recreational development > water enjoyment recreation” in the Wastewater Treatment Plan Environment from “N” to “CU.”
Section 17E.060.340, Article IV: Shoreline Design Review	Delete section in total (A and B) to better align with Design Review board procedures.	SMC Chapter 17G.060, Land Use Application Procedures, Sections 17G.060.030, 17G.060.040, and 17G.060.060 provide design review board process that shoreline design review is subject to.	Repeal Section 17E.060.340 Shoreline Design Review, subsections(A) Design Review Process and (B) Administrative Design Review as in Summary of Change.

SMP Section	Summary of change	Discussion
SMC Sections 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, and 17E.060.840, Article VIII: Design Standards and Guidelines to Shoreline Districts	Strikethrough use of “and guidelines” in all five sections of the SMC, and where applicable “design criteria” is used instead. The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Strikethrough “and guidelines” and amend to “design criteria” as documented in Summary of Change.
SMC Section 17A.020.040 “D” Definitions	The “D” definitions were amended to strikethrough “design guidelines” with “design criteria” in subsections 17A.020.040(L) and (O).	For SMC document consistency with the above change the “D” definitions were updated to “design criteria” as well.
SMC Section 17E.060.770, Table 17E.060-5 Development Standards	Strikethrough “and Guidelines” in addition to striking all references to “guidelines.” The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Table 17E.060-05 amends guidelines by striking or using standards: “Tall Building Design <del>Guidelines</del> Standards.” This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
SMC Section 17.060.790	Strikethrough “and Guidelines” in cross-reference to Section Article VIII, Design Standards and (( <del>Guidelines</del> )) Specific to Shoreline Districts	This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
Section 17E.060.150 Reference to Plans, Regulations, or Information Sources	Strikethrough and amend to:  “Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or <del>any</del> source of information, the most recent <u>adopted</u> amendment or <u>adopted</u> current edition shall apply.”	Apply limiter language to the references of new sources of information to clarify that only promulgated sources will be accepted as sources to be relied on for decision points.



**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

  
Todd Beyreuther (Mar 2, 2021 16:48 PST)

---

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021






# Plan Commission Findings-ConclusionsFinal - SMP Periodic Review.20210301

Final Audit Report

2021-03-03

Created:	2021-03-02
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADlgaPu4U6KXGgl61qQXuRuZxkKMbYt3Q

## "Plan Commission Findings-ConclusionsFinal - SMP Periodic Review.20210301" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)  
2021-03-02 - 11:40:12 PM GMT- IP address: 73.83.158.109
-  Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature  
2021-03-02 - 11:40:27 PM GMT
-  Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)  
2021-03-03 - 0:46:44 AM GMT- IP address: 107.77.205.67
-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)  
Signature Date: 2021-03-03 - 0:48:48 AM GMT - Time Source: server- IP address: 107.77.205.67
-  Agreement completed.  
2021-03-03 - 0:48:48 AM GMT

**SMP Periodic Review Comment Record December 22, 2020 - February 5, 2021**

DATE	Source	Contact Information	Comment	Reference	City Response	Action Taken
12/28/2020	Spokane Tribe of Indians	Randy Abrahamson Tribal Historic Preservation Officer PO Box 100 Wellpinit, WA 99040	Re: SEPA Spokane Tribe use of this area was extensive prior to Euro-Americans. Recommendation is case by case review on each project & may require cultural surveys or monitoring.	Non-specific	Acknowledged receipt of letter.	No action required. Comment documented.
12/28/2020	Department of Ecology Water Quality Program	Diana Washington 509-325-3519; diana.washington@ecy.wa.gov	Re: SEPA Concern Period Review would affecting Discharge Permitting, impacts to river. WQP has no comment.	Not Applicable	Discussed over the phone that Review focused on compliance with State changes, not affecting Discharge Permitting.	No action required. Comment documented.
1/6/2021	Spokane Tribe of Indians	Randy Abrahamson Tribal Historic Preservation Officer PO Box 100 Wellpinit, WA 99040	Re: 30-day Joint Comment Period Recommend case by case review; may require cultural surveys or monitoring.	Non-specific	Acknowledged receipt of letter.	No action required. Comment documented.
1/12/2021	Upper Columbia United Tribes	Marc Gauthier 509-795-9714; blackriverpro@hotmail.com	Re: 30-day Joint Comment Period Wildlife biologist, concerned Period Review altered the ecological baseline, thinks ecosystem approach more appropriate.	Non-specific	Discussed over the phone that Review has narrow scope and does not alter ecological baseline. Referred to 2030 Comprehensive SMP Update.	No action required. Comment documented.
1/22/2021	Avista	Robin Bekkedahl robin.bekkedahl@avistacorp.com 1411 E Mission Ave MSC-21 Spokane, WA 99202	RE: 30-day Joint Comment Period Senior Enviro Scientist, SMC 17C.060.300(B) should be updated with current OFM \$ amount. The new threshold was effective September 2, 2017 and outlined in RCW 90.58.030(3)(e).	Draft SMP Text & ECY Checklist	Noted via email in response to open house that the City would coordinate with Ecology.	Revised all sections of draft SMP Text to reflect current OGM amount.
2/4/2021	Washington Department of Fish & Wildlife	Leslie King Leslie.King@dfw.wa.gov 2315 N Discovery Place Spokane Valley, WA 99216	RE: 30-day Joint Comment Period DFW Habitat Biologist, Priority Habitats and Species (PHS) publications finalized in Dec. 2020. DFW looks forward to working with City to ensure that future updates of the SMP include PHS Best Available Science.	Draft SMP Text & ECY Checklist	Discussed over the phone that the SMP addresses updates to BAS and management recommendations.	No action required. Consulted City staff T. Black and T. Palmquist for review of 17E.060.150 Reference to Plans, Regulations, or Information Sources.



**Spokane Tribe of Indians  
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

December 28, 2020

**To:** Melissa Wittstruck, Planner

**RE: Shoreline Master Program Periodic review 2020**

Ms. Wittstruck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

**Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.**

Should additional information become available our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Most kind,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)

**From:** [Wittstruck, Melissa](#)  
**To:** [Meuler, Louis](#)  
**Cc:** [Black, Tirrell](#)  
**Subject:** Ecology msg DWashington  
**Date:** Tuesday, December 29, 2020 9:47:19 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hi Louis –

I just spoke with Diane at Ecology. She was looking for more context around the SMP Periodic Review checklist and the scope of the proposed amendments. I outlined the narrow scope of the Periodic Review, which is confined to reaching City SMP compliance with changes at the State level in SMA. Ms. Washington manages the City wastewater permits for Ecology (effluent start point to treatment facility). She stated that due to the narrow scope of meeting compliance she has no comment on the SMP Periodic Review SEPA checklist as submitted for review.

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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**Spokane Tribe of Indians  
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

January 6, 2021

**To:** Melissa Wittstruck, Planner

**RE: Joint State-City Shoreline Master Program**

Ms., Wittstruck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

**Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.**

Should additional information become available our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Regards,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)



**From:** [Wittstruck, Melissa](#)  
**To:** [Wittstruck, Melissa](#)  
**Subject:** 1/12 UCUT Marc Gautier phone call - SMP PR  
**Date:** Tuesday, January 12, 2021 1:36:02 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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I returned a call to Mark Gauthier, UCUT wildlife biologist, this morning at 10 AM. Marc has not yet prepared comments on the SMP PR documents but wanted to check in on the project scope as well as future City of Spokane SMP update (more extensive). We discussed the narrow scope of the current periodic review (seeking compliance with state legislative changes). Also the opportunity to address broader concerns from the wildlife biologist purview for future efforts being welcome comments as well. I emphasized the invitation to broadly disseminate the online project page links and proposed scheduling for the city periodic review to his professional community and interested personal contacts. I explained that the 30-day public comment period is joint with city and state.

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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**From:** [Bromley, Lauren \(ECY\)](#)  
**To:** [Wittstruck, Melissa](#); [Sikes, Jeremy \(ECY\)](#)  
**Cc:** [Palmquist, Tami](#); [Brast, Ali](#)  
**Subject:** RE: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question. Exemption \$  
**Date:** Monday, January 25, 2021 9:56:31 AM  
**Attachments:** [image008.png](#)  
[image009.png](#)  
[image010.png](#)

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

Good morning Melissa,

The most current dollar amount, as adjusted by OFM, can indeed be applied without a formal change to an SMP. When OFM publishes the new amounts within the State Register, the new dollar amounts become effective regardless of the language in an SMP. The current dollar amount went into effect on September 2, 2017. We still suggest that the dollar amount be changed universally throughout the SMP text during the amendment process for clarity.

Please let me know if you have additional questions.

Thank you,

*Lauren Bromley*

Shoreline Planner | WA Department of Ecology | Shorelands & Environmental Assistance  
Eastern Region, 4601 N. Monroe Street, Spokane, WA 99205  
Work: (509) 329-3550 | Mobile: (509) 220-7750 | [lauren.bromley@ecy.wa.gov](mailto:lauren.bromley@ecy.wa.gov)

“The birds have vanished into the sky and now the last cloud drains away. We sit together the mountain and me, until only the mountain remains.” - **Li Po**



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**From:** Wittstruck, Melissa <[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)>  
**Sent:** Friday, January 22, 2021 11:08 AM  
**To:** Sikes, Jeremy (ECY) <[JSIK461@ECY.WA.GOV](mailto:JSIK461@ECY.WA.GOV)>  
**Cc:** Bromley, Lauren (ECY) <[labr461@ECY.WA.GOV](mailto:labr461@ECY.WA.GOV)>; Palmquist, Tami <[tpalmquist@spokanecity.org](mailto:tpalmquist@spokanecity.org)>; Brast, Ali <[abrast@spokanecity.org](mailto:abrast@spokanecity.org)>  
**Subject:** FW: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question. Exemption \$

**THIS EMAIL ORIGINATED FROM OUTSIDE THE WASHINGTON STATE EMAIL SYSTEM - Take caution not to open attachments or links unless you know the sender AND were expecting the attachment or the link**

Good morning!

Robin Bekkedahl, Avista, sent a question this morning regarding exemption dollar amounts in SMC 17E.060.300(B). Please see the email chain below. Robin is wondering if Spokane can use the current OFM amount allowed (instead of what we have listed now) and then go forward from the amendment date with OFM adjustment. This seems reasonable as the 2017 legislative change amount on the Checklist for cost threshold for substantial development is \$7,047.

Staff worked with this by amending to exceeds, and referencing the statute in **Article IV 17E.060.290(C)** previous sections with the same intent of updating the base and using OFM inflation adjustment going forward. I think we might have missed an opportunity to do the same in the section Robin is questioning, SMC 17E.060.300(B).

**Reference to proposed amendment:**

[Title 17E](#) Environmental Standards

[Chapter 17E.060](#) Shoreline Regulations

Article IV. Shoreline Permits and Exemptions

[Section 17E.060.290](#) Shoreline Substantial Development Permit

(C) No use, modification, or development, except for those listed in [SMC 17E.060.300](#), Use, Modifications, and Developments Exempt from Shoreline Substantial Development Permit Requirement, shall be undertaken in the shoreline jurisdiction without first obtaining a shoreline substantial development permit from the director. Substantial developments include any development with which the total cost or fair market value, whichever is higher, ~~((does exceed))~~ exceeds ((five-thousand-seven-hundred-eighteen dollars or)) the adjusted amount per [WAC 173-27-040](#), or if such development does materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect. For the purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of use, modification, or development that is occurring on shorelines of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials.

I am going to loop Tami Palmquist and Ali Brast in on the question – I'm not sure exactly how that is being administered today. If there is another contact (OFM?) I should reach out to, please let me know.

Section in question, not in proposed amendment draft:

**SMC 17E.060.300(B)(1)**

B. Exemptions.

The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director:

1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, does not exceed five thousand dollars or the adjusted amount per [WAC 173-27-040](#), if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

(Draft Responsive) Periodic Review Checklist

2017			
<b>a.</b>	OFM adjusted the <b>cost threshold for substantial development</b> to \$7,047.	SMC Section 17E.060.290 item C outlines the cost threshold requiring a substantial development permit	Amend SMC 17E.060.290(C )to remove cost. Further amend this section to reference statute, including reference to period of review/consideration for inflation.

I appreciate your review – let me know if you need clarification from me. I’ve attached the draft documents.

Thank you!

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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**From:** Wittstruck, Melissa <[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)>

**Sent:** Friday, January 22, 2021 8:29 AM

**To:** Bekkedahl, Robin <[Robin.Bekkedahl@avistacorp.com](mailto:Robin.Bekkedahl@avistacorp.com)>

**Subject:** RE: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question

Robin,

Thank you for joining the PC workshop yesterday. That is a very good question – which I will have to check in with Ecology for. I’ll email Jeremy and Lauren as well as touch base with OFM and get back to you asap. I’ve haven’t been tracking state furlough days since December, so it could be early next week. There are also West side jurisdictions I can check code reviews for.

Have a good weekend

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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**From:** Bekkedahl, Robin <[Robin.Bekkedahl@avistacorp.com](mailto:Robin.Bekkedahl@avistacorp.com)>

**Sent:** Friday, January 22, 2021 6:09 AM

**To:** Wittstruck, Melissa <[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)>

**Subject:** RE: [External] FW: Shoreline Joint Workshop - Corrected Plan Commission Agenda Pkt for Jan. 21, 2021

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

Hi Melissa:

Thank you for notifications on the SMA update. Just a question, could the dollar amount of the exemption be revised to reflect today's cost per the OFM? I believe it is approximately \$7,000.

B. Exemptions. The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director: 1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, **does not exceed five thousand dollars or the adjusted amount per WAC 173-27-040**, if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials. 2. Normal maintenance or repair of existing structures or developments, including damage

Thank you,  
Robin

Robin Bekkedahl Sr. Environmental Scientist

1411 E Mission Ave MSC-21, Spokane, WA, 99202

P 509.495.8657 | C 509.994.4589 [robin.bekkedahl@avistacorp.com](mailto:robin.bekkedahl@avistacorp.com)

[www.myavista.com](http://www.myavista.com)



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---

**From:** Wittstruck, Melissa <[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)>

**Sent:** Wednesday, January 20, 2021 2:33 PM

**Cc:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>; Wittstruck, Melissa <[mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org)>

**Subject:** [External] FW: Shoreline Joint Workshop - Corrected Plan Commission Agenda Pkt for Jan. 21, 2021

TO: Agencies and Interested Parties

Good Afternoon,

Attached is the Plan Commission Special Meeting agenda for January 21. The agenda includes the rescheduled Shoreline Master Program joint City & Dept of Ecology workshop (due to windstorm January 13, 2021).

The City project webpage for additional information and documents located here:

<https://my.spokanecity.org/projects/shoreline-master-program-periodic-update/> The 30-day joint agency public comment period is also in place and runs through February 5, although comments, feedback, and questions are always encouraged.

Thank you for your patience due to the weather emergency. Please contact me if you have any questions.

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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State of Washington  
DEPARTMENT OF FISH AND WILDLIFE

Eastern Region • Region 1 • 2315 North Discovery Place, Spokane Valley, WA 99216-1566  
Telephone: (509) 892-1001 • Fax: (509) 921-2440

February 4, 2021

City of Spokane Planning Services Dept.  
Attn: Melissa Wittstruck, Assistant Planner  
6<sup>th</sup> Floor, 808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

RE: Shoreline Master Program Periodic Review Amendment

Dear Ms. Wittstruck,

Thank you for the opportunity to comment on this Periodic Review of the City of Spokane's Shoreline Master Program (SMP). The Washington Department of Fish and Wildlife (WDFW) provides our comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations - a mission we can only accomplish in partnership with local governments.

We understand the City has elected to use the optional joint review process with the Department of Ecology and there will be no additional comment period during the state review process. WDFW would like to take this opportunity to inform the City that we recently finalized our updated Priority Habitats and Species (PHS) publications on riparian ecosystems. In May 2018, we published the manuscript for [\*PHS Riparian Ecosystems, Vol. 1: Science Synthesis and Management Implications\*](#) which meets the criteria of being an independently peer reviewed source of Best Available Science on what riparian ecosystems need in order to be fully functioning habitat for fish and other aquatic species. In December 2020, we finalized the companion [\*PHS Riparian Ecosystems, Vol. 2: Management Recommendations\*](#) in which we recommend to local governments and other landowners and land managers how to apply the science summarized in Volume 1.

The *PHS Riparian Ecosystems* publications state that rather than simply serving as "buffers" for their adjacent waterbody, riparian areas are important as ecosystems in and of themselves, warranting levels of protection and management not based solely on a waterbody's typing according to fish use. While shoreline riparian areas do function as aquatic buffers by protecting and improving water quality, they also provide terrestrial habitat used by wildlife for movement, nesting, reproduction, foraging and refugia.

We look forward to working with you to ensure that future updates of the SMP include the review of Site Potential Tree Height at 200-years (SPTH<sub>200</sub>) and the Channel Migration Zone (CMZ) as the method in which to determine the width of the Riparian Management Zone (RMZ). In locations where SPTH<sub>200</sub> information is not available, or is less than 100 feet, [as indicated by this web map](#), the science informs us that a minimum 100- foot setback is still appropriate in most instances to ensure the RMZ can adequately provide its pollution removal function. (Certain site characteristics, including soil type and adjacent land uses, may require an even larger distance to ensure pollution removal.)

WDFW provides its recommendations through the lens of our agency's mandate. We appreciate that local governments must weigh many considerations when making decisions about land use plans and activities, and that

tradeoffs sometimes must be made. To that end, WDFW supports site-specific mitigation and decision making within the context of watershed and other landscape scales as appropriate. We recommend flexibility in mitigation requirements so that wildlife *and* human needs are accommodated; in locations where the level of riparian protection WDFW recommends cannot be observed, such as with setback distances, mitigation which preserves the functions and values of the RMZ should be developed and applied. WDFW is available and eager to assist the City of Spokane in these situations.

Thank you again for the opportunity to comment on this update process. WDFW understands that our new *PHS Riparian Ecosystem* volumes reflect some significant changes to the approach our state has taken to riparian ecosystem protection for decades, and that local jurisdictions may have additional questions about how best to implement the new guidance. Please do not hesitate to contact me to discuss these guidelines and future implementation.

Sincerely,

A handwritten signature in cursive script that reads "Leslie King". The signature is written in dark ink and is positioned above the typed name and contact information.

Leslie King  
Washington Department of Fish and Wildlife  
[Leslie.King@dfw.wa.gov](mailto:Leslie.King@dfw.wa.gov)  
509-892-1001 ext. 323

cc:



**From:** [Wittstruck, Melissa](#) on behalf of [Planning & Development Services Shoreline Master Program](#)  
**To:** [King, Leslie C \(DFW\)](#)  
**Subject:** RE: SMP Periodic Review Comment  
**Date:** Friday, February 5, 2021 10:23:21 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hello Leslie,

Thank you for the WDFW final comment letter. It is logged and in review/response mode. I discussed with Tirrell Black, Principal Planner. She asked me to forward to the City Developer Services Center Tami Palmquist. I am waiting to hear from Tami (also Principal Planner, Permit Center). After my review of the SMP amendment proposal and current codes, point, we believe the SMC for both SMP and CAO are responsive to DFW provision of updated BAS Resource May 2018 and the Management Recommendations released December 2020 as the use of current BAS & Recommendations is supported in these sections of SMC Title 17E. Once Tami has a chance to also review, I will update you again. Spokane's SMP Periodic Review documents were uploaded to Planview in October 2020. Sometimes it is not always friendly to searching though

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

Sincerely,

*Melissa*



**Melissa Wittstruck** | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | [mwittstruck@spokanecity.org](mailto:mwittstruck@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** King, Leslie C (DFW) <Leslie.King@dfw.wa.gov>  
**Sent:** Thursday, February 4, 2021 3:39 PM  
**To:** Planning & Development Services Shoreline Master Program <erapdssmp@spokanecity.org>  
**Subject:** SMP Periodic Review Comment

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

Hello,

Attached you will find the Washington Department of Fish and Wildlife's comment letter to the

current City of Spokane's Shoreline Master Program Periodic Review. I tried to attach the comment letter to the file in PlanView but I could not locate a file for this update.

Thank you for the opportunity to comment and we look forward to working with you in the future.

Kind Regards,

*Leslie King*

WDFW Habitat Biologist  
2315 N. Discovery Place  
Spokane Valley, WA 99216  
(509) 892-1001 ext. 323



# Agenda Sheet for City Council Meeting of: 04/12/2021

<b><u>Date Rec'd</u></b>	3/31/2021
<b><u>Clerk's File #</u></b>	ORD C36035
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	BREEAN BEGGS 6714
<b><u>Contact E-Mail</u></b>	BBEGGS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	First Reading Ordinance
<b><u>Agenda Item Name</u></b>	0320 - GREENHOUSE GAS EMISSIONS REDUCTION GOALS UPDATE

## **Agenda Wording**

An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code.

## **Summary (Background)**

In 2019, the State amended RCW 70A.45.020 updating the State's GHG reduction targets over a 30-year period. SMC 15.05.020 states that the City shall align GHG emission reduction goals with the State targets. This ordinance updates CoS targets to align with the new State targets.

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE	<b><u>Study Session\Other</u></b> PIES - 3/22/21
<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>		

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	GHG Targets
<b>Date:</b>	3/11/21
<b>Contact (email &amp; phone):</b>	Breean Beggs, <a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	
<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>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code
<b>Background/History:</b> In 2019, the State amended RCW 70A.45.020 updating the State's GHG reduction targets over a 30-year period. SMC 15.05.020 states that the City shall align GHG emission reduction goals with the State targets. This ordinance updates COS targets to align with the new State targets.	
<b>Executive Summary:</b> An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code.  Consistent with Washington State Law (RCW 70A.45.020), it is the goal of the City of Spokane to reduce anthropogenic GHG emissions created by activities within the boundaries of the City of Spokane from 2016 baseline levels to <ul style="list-style-type: none"> <li>▪ 1,159,838 metric tons CO<sub>2</sub>e or 45% below 2016 levels by 2030;</li> <li>▪ 632,639 metric tons CO<sub>2</sub>e or 70% below 2016 levels by 2040; and</li> <li>▪ 105,440 metric tons CO<sub>2</sub>e and net zero emissions by the year 2050</li> </ul> This ordinance also includes language updating reporting requirements and adding considerations on equity.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## **ORDINANCE NO. C36035**

An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code.

**WHEREAS**, changes in Spokane's climate are already being felt; and

**WHEREAS**, the entire community will be impacted by climate change, but communities that already face existing socioeconomic and health inequities will be most severely impacted by these risks; and

**WHEREAS**, the extraction and combustion, and processing of fossil fuels are the leading sources of greenhouse gas emissions and major contributors to climate change and pollution; and

**WHEREAS**, for thousands of years, Indigenous peoples have called home what we now recognize as Spokane. We must respect this as native land, and in doing so act as responsible stewards; and

**WHEREAS**, the youth and young adults of the present day, as well as future generations, will be more significantly impacted by climate disruption than those currently in positions of power. We must recognize that these generations will inherit the effects of the harmful decisions of the past, have the greatest to lose from a lack of action in the present, and will spend their lives leading the transition to a truly green and sustainable economy; and

**WHEREAS**, local, regional, and global economies are transitioning to low-carbon energy sources, and businesses are leaders in providing energy efficiency and renewable energy technologies and services; and

**WHEREAS**, policymaking should be aligned with the highest quality peer-reviewed scientific information such as that available from the Intergovernmental Panel on Climate Change and the congressionally mandated National Climate Assessment; and

**WHEREAS**, scientists have found that climate change poses a critical threat to the health and economic stability of Washington State, including, but not limited to, longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-

electric energy generation, and increased disease vectors and invasive species; and

**WHEREAS**, in its 2018 Special Report, the Intergovernmental Panel on Climate Change concluded that, to avoid catastrophic climate change, the world must rapidly and urgently transition to a net zero emission economy with at least 45% reduction of carbon emissions from 2010 levels by 2045 and net zero emissions by 2050; and

**WHEREAS**, the clean energy sector is one of the fastest-growing job areas of the U.S. economy; and

**WHEREAS**, the economic opportunities presented by a clean energy transition far outweigh the opportunities in expanding the fossil fuel economy; and

**WHEREAS**, through the passage of SB 5116, Washington State has committed to net zero emission energy production by 2030 and 100% clean energy generation by 2045; and

**WHEREAS**, in 2020 Washington State amended RCW 70A.45.020 updating their GHG limits from the 1990 baseline as follows:

By 2030 reduce to 50 million metric tons of CO<sub>2</sub>e or by 45%

By 2040 reduce to 27 million metric tons of CO<sub>2</sub>e or by 70%

By 2050 reduce to 5 million metric tons or by 95% and achieve net zero emissions

**WHEREAS**, the City of Spokane is committed to aligning its greenhouse gas reduction goals with the latest scientific assessment of climate change and working to achieve net zero greenhouse gas emissions by 2050.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 15.05.005 of the Spokane Municipal Code is amended to read as follows:

### **Section 15.05.005 Definitions**

- A. “Electric Vehicle Charging Station” means a public or private parking space that is served by charging equipment that has as its primary

purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.

B. “Renewable Resources” means

1. hydroelectric energy;
2. wind;
3. solar energy;
4. geothermal energy;
5. landfill gas;
6. wave, ocean, or tidal power;
7. gas from sewage treatment facilities;
8. biodiesel fuel as defined in RCW 82.29A.135 that is not derived from crops raised on land cleared from old growth or first-growth forests where the clearing occurred after the effective date of this section; and
9. biomass energy based on animal waste or solid organic fuels from wood, forest, or field residues, or dedicated energy crops that do not include
  - a. wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome arsenic;
  - b. black liquor byproduct from paper production;
  - c. wood from old growth forests; or
  - d. municipal solid waste.

C. “Greenhouse Gas (GHG)” means those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and emit radiation at specific wavelengths within the spectrum of thermal infrared radiation emitted by the Earth’s surface, the atmosphere, and clouds.

D. “Carbon Dioxide Equivalents” or “CO<sub>2</sub>e” means a metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

E. “Net Zero Emissions” means achieving net zero GHG emissions with GHG removal through sequestration, offsets, net negative emission technologies, or other means.

**Section 2.** That section 15.05.020 of the Spokane Municipal Code is amended to read as follows:

## **Section 15.05.020 Greenhouse Gas Emissions Reduction Goals**

- A. ~~((Pursuant to the City of Spokane's 2009 Greenhouse Gas Inventory, it))~~ Consistent with Washington State Law (RCW 70A.45.020), it is the goal of the City of Spokane to reduce anthropogenic GHG emissions created by activities within the boundaries of the City of Spokane from 2016 baseline levels ((by at least thirty percent (30%) below the 2005 baseline level by the year 2030.)) to  
1,159,838 metric tons CO<sub>2</sub>e or 45% below 2016 levels by 2030;  
632,639 metric tons CO<sub>2</sub>e or 70% below 2016 levels by 2040; and  
105,440 metric tons CO<sub>2</sub>e and net zero emissions by the year 2050
- B. It is the intent of the City Council to keep the City of Spokane's ~~((Greenhouse Gas Emissions Reduction Goals))~~ GHG emissions reduction goals aligned with the Washington State reduction goals and the highest quality scientific evidence such as that presented by the Intergovernmental Panel on Climate Change and the National Climate Assessment.
- C. ~~((The))~~ Consistent with SMC 15.05.060, the City shall calculate and publicly publish the GHG emissions created by activities from within the City of Spokane boundaries at least every three years and provide a detailed report examining progress toward achieving the City's GHG emission reduction goals to the City Council and the public.
- D. Consistent with SMC 04.36 and based on the recommendation of the Sustainability Action Subcommittee, at least every three years the Mayor and the City Council will review the latest scientific recommendations from the Intergovernmental Panel on Climate Change and the National Climate Assessment in order to determine whether to modify its GHG emission reduction goals to best align it with the latest scientific research.

**Section 3.** That section 15.05.060 of the Spokane Municipal Code is amended to read as follows:

## **Section 15.05.060 Climate Action Progress Reports**

- A. The City shall provide a progress report on the 100% renewable energy and greenhouse gas emissions reduction goals every three years and a comprehensive report that includes reductions to date and the status of



reaching the established targets every ~~((five))~~ three years.

B. If the City of Spokane is not reaching the 100% renewable energy or greenhouse gas emissions reduction goals, the City shall conduct an analysis of strategies and actions to get the City on track to meet the adopted climate goals. These strategies and actions shall be evaluated to ensure they do not disproportionately burden low-income families, include community-wide investment, and are prioritizing equitable implementation.

C. The Sustainability Action Plan shall be updated to reflect the necessary actions to achieve the City's adopted climate goals with specific consideration for the most impacted populations.

**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:**  
04/12/2021

<b>Date Rec'd</b>	3/31/2021
<b>Clerk's File #</b>	ORD C36036
<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 6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - PROCUREMENT OF CLEAN FUEL VEHICLES

**Agenda Wording**

An ordinance relating to electric vehicle purchasing; repealing section 07.06.175; and enacting a new section 07.06.175A of the Spokane Municipal Code.

**Summary (Background)**

RCW 43.19.648 has mandated the use of vehicles run by electricity or biofuels in public fleets since 2007. A June, 2018, report from Coltura revealed that the City of Spokane was likely out of compliance with the law and currently has only one electric vehicle out of a total fleet of 1,086 vehicles. This ordinance intends to bring the City into compliance with state law by prioritizing the purchase of electric and biofuel vehicles throughout the fleet where practicable.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE	<b><u>Study Session\Other</u></b>	PIES - 3/22/21
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	CP Beggs, CM Kinnear
<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>			

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Electric Vehicles Ordinance
<b>Date:</b>	3/22/2021
<b>Contact (email &amp; phone):</b>	Breean Beggs, <a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES, Sustainable Resources/Finance
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Sustainable Practices, Sustainability
<b>Deadline:</b>	Barring significant Council feedback, this ordinance will be filed for a vote after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This ordinance would prioritize the purchase of electric vehicles to bring the City in line with current WA state law
<b>Background/History:</b> RCW 43.19.648 has mandated the use of vehicles run by electricity or biofuels in public fleets since 2007. A June, 2018, report from Coltura <sup>1</sup> revealed that the City of Spokane was likely out of compliance with the law and currently has only one electric vehicle out of a total fleet of 1,086 vehicles. This ordinance intends to bring the City into compliance with state law by prioritizing the purchase of electric and biofuel vehicles throughout the fleet where practicable.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Under this ordinance, each replacement vehicle purchased by the City will be powered by electricity or biofuel to the extent determined practicable by the rules adopted by the Department of Commerce.</li> <li>Pursuant to WAC 194.29.030, the City Fleet Services Department shall, no later than December 31, 2021, provide the City Council's Public Infrastructure, Environment, and Sustainability Committee its plan for reaching the 100% clean fuel goal.</li> <li>Purchases of non-electric or biofuel vehicles should be deferred a minimum of two years to see if an electric or biofuel vehicle that meets those same needs comes on the market in that time.</li> <li>The City shall take the total life cycle cost of a vehicle into account when determining the economic feasibility of electric or biofuel vehicle purchases.</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Fiscal impacts are unknown due to the case-by-case nature of vehicle procurement.	

<sup>1</sup> "Recharge Required: A review of public fleets in Washington state on June 1, 2018, the effective date of public fleet electrification law," ("Coltura Report") *available at*: <https://static1.squarespace.com/static/5888d6bad2b857a30238e864/t/5b178e098a922d09f2110ab7/1528270398394/White+Paper> (last visited April 24, 2019).

Operations Impact:

Consistent with current operations/policy?

☐ Yes

☒ No

☐ N/A

Requires change in current operations/policy?

☒ Yes

☐ No

☐ N/A

Specify changes required: Prioritizes the purchase of electric and biofuel vehicles over traditional fuel sources.

Known challenges/barriers:

## ORDINANCE NO. C36036

An ordinance relating to electric vehicle purchasing; repealing section 07.06.175; and enacting a new section 07.06.175A of the Spokane Municipal Code.

**WHEREAS**, since 2007, state law (RCW 43.19.648) has required that all vehicles owned by cities, counties and other local public entities in Washington State run solely on electricity or biofuel by June 1, 2018, “to the extent practicable”; and

**WHEREAS**, Department of Commerce rules provide that if the life cycle cost of an electric vehicle is lower than that of the vehicle that would have otherwise been purchased, the purchase of an electric vehicle is “practicable”; and

**WHEREAS**, a June, 2018, report from Coltura<sup>1</sup> revealed that the City of Spokane has only one electric vehicle out of a total fleet of 1,086 vehicles, including 205 passenger vehicles; and

**WHEREAS**, the Coltura Report notes: “Public fleet vehicles are typically replaced on roughly an 8 to 12-year cycle. As vehicles age, they require more maintenance, and the cost of maintaining them begins to exceed the cost of selling them and buying new ones. At the margins, the cost of keeping a 10-year-old vehicle and maintaining it vs. selling it and buying a new one is often minimal. . . . fleets should be strongly encouraged to avoid purchasing new gasoline-powered vehicles at this time (and locking in another 10 years of gasoline usage), and instead defer new purchases for 2-3 years until the electric version of the desired vehicle is available. In this manner, purchasing a gasoline vehicle and effectively locking in a 10-year commitment to purchase gasoline for it can be avoided”; and

**WHEREAS**, the City of Spokane Fleet Department, King County, Washington state, and the City of Seattle have found that electric vehicles are less expensive over their lifespan than comparable gasoline-powered vehicles; and

**WHEREAS**, the Spokane City Council passed Ordinance C-35668 (Aug. 20, 2018) (codified at chapter 04.36, SMC), over a Mayoral veto, which created a Sustainability Action Committee and set the goal that the City of Spokane would be powered by 100% clean energy by the year 2030; and

**WHEREAS**, 46% of our communitywide greenhouse gas emissions are attributed to the transportation sector and transitioning to zero emissions vehicles plays an important role in the City’s greenhouse gas reduction targets, and the City should lead by example; and

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<sup>1</sup> “Recharge Required: A review of public fleets in Washington state on June 1, 2018, the effective date of public fleet electrification law,” (“Coltura Report”) *available at*: <https://static1.squarespace.com/static/5888d6bad2b857a30238e864/t/5b178e098a922d09f2110ab7/1528270398394/White+Paper> (last visited April 24, 2019).

**WHEREAS**, the joint City Council-Administration Strategic Plan makes plain the City's strong commitment "[t]o build an effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency" to "[r]edefine sustainability and advance as a core principle" and to "[d]evelop and implement human and financial management practices that are sustainable, transparent, efficient, and accountable;" and

**WHEREAS**, for some City vehicles, it is currently not practicable to substitute electric vehicles, and current City policy or practice does not require the replacement of vehicles where the City has established in writing with data that there is a practicable electric alternative on; and

**WHEREAS**, in 2020, the state of Washington passed legislation updating the states emissions standards (RCW 70A.30.020) to join thirteen other states in adopting California's zero emission vehicle program which will require auto dealers to increase the percentage of ZEVs on their lots; and,

**WHEREAS**, in 2021, major automakers like Ford and GM made substantial commitments to invest in the EV market to further broaden the availability of vehicles suitable for the needs of City fleets; and

**WHEREAS**, the City can reduce maintenance costs by purchasing multiple vehicles with a similar power source and electric vehicles are generally less expensive to maintain than fossil fuel powered vehicles over the useful life of the vehicle; and

**WHEREAS**, by committing to the purchase of electric fleet vehicles, the City will qualify for available funding for electric vehicle charging infrastructure including the recent award of millions of dollars by the Department of Commerce, greatly reducing the initial costs of adoption; and

**WHEREAS**, for all the foregoing reasons, and as provided in SMC 15.05.050, it is the intent and policy of the City of Spokane to build a uniform fleet of electric vehicles as practicable.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1:** That section 07.06.175 of the Spokane Municipal Code is repealed in its entirety.

**Section 2:** That a new section 07.06.175A of the Spokane Municipal Code is enacted to read as follows:

#### **Section 07.06.175A Procurement of Clean Fuel Vehicles**

- A. Beginning on the effective date of this section, and pursuant to the rules adopted by the Department of Commerce at chapter 124-29 WAC and any subsequent applicable rules promulgated by Commerce concerning electric vehicle

procurement, each replacement vehicle purchased or leased by the City of Spokane will be one powered 100% by electricity or biofuel. The City's goal is to ensure that one hundred percent (100%) of the City owned or leased vessels, vehicles, and construction equipment shall be fueled by electricity or biofuel by 2030. Nothing in this section is intended to require the replacement of equipment before the end of its useful life. Compressed natural gas, liquefied natural gas, or propane may be substituted for electricity or biofuel if the Department of Commerce determines that electricity and biofuel are not reasonably available for those vehicles. Collectively, for purposes of this section, vehicles which are powered by electricity, biofuel, natural gas, liquefied natural gas, and propane are "clean fuel vehicles" until the State of Washington changes that designation.

- B. Pursuant to WAC 194.29.030, the City Fleet Services Department shall, no later than December 31, 2021, provide the City Council's Public Infrastructure, Environment, and Sustainability Committee its plan for reaching the 100% clean fuel goal established in the prior subsection. If the replacement of any particular City vehicle with a clean fuel vehicle is not practicable as determined by the City Council, the Director of Fleet Services shall notify the Department of Commerce of the City's decision to exempt such vehicles from the requirements of this section as part of the City's annual reporting under WAC 194-29-080 and provide a copy to the City Council.
- C. Pursuant to WAC 194.29.030, the City Fleet Services Department shall notify the City Council's Public Infrastructure, Environment, and Sustainability Committee in writing whenever it believes that the replacement of a city vehicle in need of replacement with an electric vehicle as required by RCW 43.325.080 is not practicable. Absent prior notification and approval by the Committee, requests for proposals and other procurement and leasing efforts to obtain replacement vehicles that are not electric shall not be processed except within the terms of an emergency declared by the Mayor and ratified by City Council in regards to the purchase of a specific vehicle.
- D. Beginning on the effective date of this section, and except as provided in subsections B and C above, new vehicle purchases for which no comparable replacement clean fuel vehicle is available shall be deferred for at least two (2) years but they may be leased with approval of City Council.
- E. When considering whether the purchase or a lease of a clean fuel vehicle is economically feasible or is more cost-effective than the purchase or lease of a non-clean fuel vehicle, the City shall take into account the total life cycle cost of each vehicle, including the cost of fuel and maintenance over the useful life of the vehicle. The cost of installing electric charging infrastructure shall not be considered as a cost related to procuring any specific vehicle. The longest life cycle of two vehicles being compared shall be the base lifetime for comparison purposes.

**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:**

04/12/2021

Date Rec'd

3/31/2021

Clerk's File #

ORD C36037

Renews #Submitting DeptDSC, CODE ENFORCEMENT &  
PARKING SERVICESCross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name4700 – STREET VACATION OF THE ALLEY BETWEEN COLUMBIA AVENUE AND  
JOSEPH AVEAgenda Wording

Vacation of the alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street, as requested by Dan Cantu.

Summary (Background)

At its legislative session held on March 01, 2021 the City Council set a hearing on the above vacation for April 12, 2021. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study Session\Other

UE 02/08/2021

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

## ORDINANCE NO. C36037

An ordinance vacating the alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street

WHEREAS, a petition for the vacation of alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle 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 alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street and located within 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 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: \_\_\_\_\_

**P2100212VACA**

E Columbia Ave

N Julia St

E Joseph Ave


N Myrtle St

0 30 60 90  
Feet



**Right-of-way Description:**  
The alley between Columbia Ave  
and Joseph Ave, from the east line  
of Julia St. to the west line of Myrtle St.

**Legend**

 Proposed 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**  
February 9, 2021

**LOCATION:** The alley between Columbia Ave and Joseph Ave, from Julia to Myrtle.

**PROPONENT:** Dan Cantu

**PURPOSE:** To consolidate property in order to build an indoor sports training and event facility.

**HEARING:** March 22, 2021

**REPORTS:**

**AVISTA UTILITIES** – Avista has overhead electric facilities in the Columbia-Joseph Alley to be vacated and therefore requests an easement be reserved for those facilities.

**LIGHT SPEED NETWORKS** – LSN is a Non-Factor.

**LUMEN** – CenturyLink/Lumen doesn't have any objections to the proposed vacation.

**ZAYO COMMUNICATIONS** – Zayo has no objection to Vacation of the east/west alley as depicted in the attached request.

**PORT OF WHITMAN** – We do not have facilities in this vicinity and have no comment.

**DEVELOPER SERVICES – TRAFFIC** – I don't have any issues with this alley vacation.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our Cable in this area. We would need to keep this easement for our plant, unless they pay us to relocate.



**VERIZON** – Verizon does not have facilities in the alley area, however we do have an aerial north/south run on Julia that we are not willing to vacate. I don't think this is technically part of your vacation request but wanted to let you know.

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

**FIRE DEPARTMENT** - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** – No comments

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

**PLANNING & DEVELOPMENT – PLANNING** – Planning has no concerns on this proposed alley vacation.

**POLICE DEPARTMENT** – No concerns

**SOLID WASTE MANAGEMENT** – There are no issues for Solid Waste with this proposal

**STREET DEPARTMENT** – The Street Department has no comments

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

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Avista Utilities and Comcast, shall be retained within the ordinance to protect existing and future utilities.

Alternatively the applicant can work with Comcast and Avista to relocate those utilities. Once the City receives documentation from Comcast and Avista that their facilities are moved or a financial surety is in place for the work, the City can proceed with finalizing the vacation.

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 this alley by operation of law many years ago as recommended by City Staff.

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

EDJ/edj

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.