

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 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 **November 1, 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 **146 208 2182** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

**To participate in virtual public comment:**

Sign up to give testimony at **<https://forms.gle/RtciKb2tju6322BB7>**. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, November 1, 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, November 1, 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!**

**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, NOVEMBER 1, 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 LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for November 1, 2021:

User Name: **COS Guest**

Password: **ekjR9Zca**

**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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall 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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

# **BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## **ADMINISTRATIVE SESSION**

### **CONSENT AGENDA**

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

#### **RECOMMENDATION**

**1. Purchases of:**

**Approve  
All**

- a. Used Roll Off Truck for the Waste To Energy Facility (when one is found). The price of this truck will range from \$110,000 to \$150,000 (plus tax and shipping), and

**OPR 2021-0694**

- b. Two Diesel Hydro Excavators from SWS Equipment, Inc. (Spokane Valley) using Sourcewell Contracts #122017-SCA and #060920-KTC for the Wastewater Management Department—\$995,002.89 (incl. tax).

**OPR 2021-0695**

(Council Sponsor: Council Member Wilkerson)

**2. Acceptance of:**

**Approve  
All**

- a. Treasury Rent Assistance Program 2.0 (T-RAP 2.0) funds from the Washington State Department of Commerce and authorization to sub-grant funds to providers that help prevent eligible households facing eviction from experiencing homelessness—\$10,540,405. (Relates to Special Budget Ordinance C36125) (Council Sponsor: Council Member Stratton)

**OPR 2021-0696**

- b. Treasury Emergency Rental Assistance Program 2 (ERA 2) funds from the U.S. Department of Treasury and authorization to sub-grant funds to providers that help prevent eligible households facing eviction from experiencing homelessness—\$5,297,865. (Relates to Special Budget Ordinance C36126) (Council Sponsor: Council Member Wilkerson) OPR 2021-0697
3. Administrative Reserve Increase to the Contract with LaRiviere, Inc. (Rathdrum, ID) for the Clarke Avenue Landslide stabilization and remediation work—\$300,000. (Relates to Item Consent Agenda Item Nos. 4.a. and 4.b.) (Council Sponsor: Council Member Cathcart) Approve OPR 2021-0641  
ENG 2021097
4. Reimbursement Agreements, Deeds of Trust, and Promissory Notes between the City of Spokane and: Approve
- a. Riverside Elms Condominium Association to reimburse the City for landslide mitigation at 1828 W. Riverside Avenue related to the Clarke Avenue Landslide—\$220,000; and OPR 2021-0698  
ENG 2021097
- b. James and Sue Elmer to reimburse the City for landslide mitigation at 1905 and 1909 W. Clarke Avenue related to the Clarke Avenue Landslide—\$80,000. OPR 2021-0699  
ENG 2021097  
(Relates to Consent Agenda Item No. 3) (Council Sponsor: Council President Beggs)
5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2021-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 22, 2021, total \$11,015,720.37, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,464,839.40.
6. City Council Meeting Minutes: October 18, October 21 and October 28, 2021. Approve All CPR 2021-0013

**Request motion to suspend Council Rules and add the following item (OPR 2021-0711) to the agenda:**

7. Five-year Homeless Housing Assistance Act Grant Agreement between the City of Spokane, Spokane County, and the Salvation Army to provide programing for The Way Out Shelter, a bridge housing Approve OPR 2021-0711

program—\$2,500,000. (Council Sponsors: Council President Beggs and Council Member Kinnear)

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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**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

- ORD C36123**      **Section 1. Accounting Fund**  
(1) Decrease the appropriation for vacant Accounting Clerk positions by \$45,000.  
(2) Increase the appropriation for contractual services by \$ 45,000.  
(A) \$45,000 of the increased appropriation in contractual services is provided solely for a contracted temporary/seasonal employee to backfill staff shortages during the hiring process for a full-time position.  
(3) There is no change to the total appropriation level in the Accounting Fund.
- (This action allows for contractual services in the Accounting Fund.)  
(Council Sponsor: Council Member Wilkerson)
- ORD C36124**      **Section 1. Defined Contribution Administrative Fund**  
(1) Increase revenue by \$10,000.  
(A) \$10,000 of the increased revenue is from the available cash balance of the fund.  
(2) Increase appropriation by \$10,000.  
(A) \$10,000 of the appropriation is provided to the VOYA Defined Contribution Fund solely for advisory technical services.
- (This action allows budgeting to procure advisory technical services for the VOYA defined contribution plan.) Council Sponsor: Council Member Cathcart)
- ORD C36125**      **Section 1. Emergency Rental Assistance Grant Fund**  
(1) Increase revenue by \$10,540,405.  
(A) Of the increased revenue, \$10,540,405 is from the Washington State Department of Commerce Treasury Rental Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.  
(2) Increase appropriation by \$10,540,405.  
(A) Of the increased appropriation, \$10,276,895 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.

(B) Of the increased appropriation, \$263,510 is provided solely for the City's administration of the rent assistance program.

(This action prevents evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Relates to Consent Agenda Item No. 2.a.) (Council Sponsor: Council Member Stratton)

**ORD C36126**

**Section 1. Emergency Rental Assistance Grant Fund**

**(1) Increase revenue by \$5,297,865.**

**(1) Of the increased revenue, \$5,297,865 is from United States Department of Treasury Emergency Rent Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.**

**(2) Increase appropriation by \$5,297,865.**

**(A) Of the increased appropriation, \$5,165,419 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.**

**(B) Of the increased appropriation, \$132,446 is provided solely for the City's administration of the rent assistance program.**

(This action prevents evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Relates to Consent Agenda Item No. 2.b.) (Council Sponsor: Council Member Wilkerson)

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2021-0090** Approving the appointment of Carly Cortright as Director of Neighborhood Services. (Council Sponsors: Council Members Kinnear and Wilkerson)

**RES 2021-0091** Approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070. (Council Sponsor: Council Member Cathcart)

**ORD C35052** Vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue (requested by The Corporation of Gonzaga University). (First Reading held November 4, 2013)

**ORD C34983** Vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block

**"A" in 3rd Sinto Addition to the East line of Dakota Street. (First reading held May 6, 2013)**

**ORD C36121** Relating to the Parking Advisory Committee amending SMC section 07.08.130; adding a new chapter 04.38 to title 04; adopting new sections 04.38.010, 04.38.020, 04.38.030, 04.38.040, 04.38.050, 04.38.060, 04.38.070, and 04.38.080 to chapter 04.38 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Kinnear and Stratton)

**ORD C36122** Approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations. The parcel number is 35173.3003, located in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsor: Council Member Stratton)

## **FIRST READING ORDINANCES**

**ORD C36127** Relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code. (Council Sponsor: Council Member Cathcart)

**ORD C36128** Relating to various special revenue funds and internal services funds in Chapter 7.08 SMC; amending SMC sections 7.08.124 and 7.08.059 and repealing SMC 7.08.104 and 7.08.122. (Council Sponsor: Council Member Wilkerson)

**ORD C36129** Of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2022 through 2027 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsor: Council President Beggs)

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

**NO HEARINGS**

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## **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, November 1, 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 November 1, 2021, Regular Legislative Session of the City Council is adjourned to November 8, 2021.

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## **NOTES**

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

OPR 2021-0694

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

RE19942

**Submitting Dept**

FLEET SERVICES

**Contact Name/Phone**

RICHARD GIDDINGS 6257706

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

5100-PURCHASE OF USED ROLL OFF TRUCK

**Agenda Wording**

Waste to Energy would like to ask for the ability to purchase a used Roll Off Truck when one is found. The price of this truck will range from \$110,000 to \$150,000 plus tax and shipping.

**Summary (Background)**

Microchip shortages and Covid related supply chain disruptions are negatively impacting the City's ability to purchase units for the Fleet. These units are not lasting on the market once they become available, due to the scarcity of them. The roll off truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a used Roll Off Truck for the Waste to Energy Department. Funding for this is included in the Waste to Energy budget.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 150000

# 449044500940005640499999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

**Study Session\Other**

10/18/2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Betsy Wilkerson

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**SOLID WASTE  
DISPOSAL**

AVERYT, CHRIS

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Used Roll Off Truck
<b>Date:</b>	October 18, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Microchip shortages and Covid related supply chain disruptions are negatively impacting the City's ability to purchase units for the Fleet. We'd like to ask for the ability to purchase a used Roll Off Truck when one is found. These units are not lasting on the market once they become available, due to the scarcity of them. The price of this truck will range from \$110,000 to \$150,000 plus tax and shipping.	
<b>Executive Summary:</b> <b>Impact</b> <ul style="list-style-type: none"> <li>The roll off truck will replace a unit that has reached the end of its economic life.</li> </ul> <b>Action</b> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a used Roll Off Truck for the Waste to Energy Department.</li> </ul> <b>Funding</b> <ul style="list-style-type: none"> <li>Funding for this is included in the Waste to Energy budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

OPR 2021-0695

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

FLEET SERVICES

**Contact Name/Phone**

RICHARD GIDDINGS 625-7706

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

RGIDDGINGS

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

Purchase w/o Contract

**Requisition #**

RE19754

**Agenda Item Name**

5100-PURCHASE OF HYDRO EXCAVATORS

**Agenda Wording**

The Wastewater department would like to purchase two Diesel Hydro Excavators, using Sourcewell Contracts #122017-SCA & #060920-KTC, for \$995,002.89, including tax, from SWS Equipment, Inc, Spokane, WA.

**Summary (Background)**

The Hydro Excavators will replace units that have reached the end of their economic life. We recommend approval for the purchase of two Hydro Excavators for the Wastewater Department. Funding for this is included in the Wastewater budget.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 995,002.89

# 431043113943505640199999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

**Study Session\Other**

10/18/2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Betsy Wilkerson

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**WASTEWATER  
MANAGEMENT**

GENNETT, RAYLENE

## Briefing Paper

### Finance and Administration Committee-CORRECTED

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Hydro Excavators
<b>Date:</b>	October 18, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

#### Background/History:

The Wastewater department would like to purchase two Diesel Hydro Excavators, using Sourcewell Contracts #122017-SCA & #060920-KTC, for \$995,002.89, including tax, from SWS Equipment, Inc., Spokane, WA.

#### Executive Summary:

The Hydro Excavators will replace units that have reached the end of their economic life. We recommend approval for the purchase of two Hydro Excavators for the Wastewater Department. Funding for this is included in the Wastewater budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Fuel Cost	Lifetime Usage-Hours	TCO/Lifetime	TCO/Hour
2022	RAM	HX-9	\$497,501.45	\$130,100.00	\$175,000.00	10,000	\$802,601.45	\$80.26
2022	VACTOR	114SD	\$490,431.33	\$130,100.00	\$175,000.00	10,000	\$795,531.33	\$79.55

#### 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:



## SWS Equipment, Inc.

P.O. Box 13040  
Spokane Valley, WA 99213-3040  
509-533-9000 Fax: 509-533-1050  
1-800-892-7831

## QUOTE

Quote #: PHFDQ5951-02

Date: 10/07/21

Sales Rep: Phil Davison

Customer No:

FOB: Destination

Ship Via: Bestway

Est. Ship Date:

Terms: Net 30

### Quote To:

City of Spokane  
Micaela Martinez  
915 N. Nelson St.  
Spokane WA 99202  
(509) 655-0959 Fax:

### Ship To:

City of Spokane  
Micaela Martinez  
915 N. Nelson St.  
Spokane WA 99202  
(509) 655-0959

### We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
2	Sourcewell Contract # 122017-SCA & # 060920-KTC Member ID# 33592	\$456,004.99	\$912,009.98
2	2023 Kenworth T880 Chassis MX-13 450 HP Engines, Allison 4500 Transmission, 66,000 GVRW.		
2	RamVac HX-9 Truck Mounted Hydro Excavator. Vacuum System: 4400 CFM Blower, 8" Vacuum Hose system, 18" HG vacuum rating, Cyclone Separator, Heavy Duty Final Filter Box, Vacuum Enhancer, Directional Discharge System, Hydrostatic Blower Drive via front mount chassis engine pump drive. Electrical: NEMA 4 Control Panel, Wireless Remote Control, Hour Meter. Debris Tank: 9 cubic yards (1800 gal) Debris Tank, Debris Level Indicator, Hydraulic Dump, 50° Dump Angle (Cylinder), Fold Down Pipe Rack, Hydraulic Powered Open/Close Rear Door. Water System: 1300 gal Duraprolene tank capacity, Hydraulic Powered Water Pump Via Transmission PTO Drive (0 - 10 gpm @ 2500 psi), Analog Water Pressure Display, 400,000 BTU Water Heater, 2.5" Hydrant Fill system w/ 25' hose, Air Purge Valve, Recirculation System and Wash Station, 75' of 3/8" Hose w/ retractable reel. Boom: Powered boom, 330° Working Radius, Boom Reach - 12' extendable to 17'. Compartment: Steel shroud encloses all water components, 80,000 BTU Compartment Heater Roll Up Doors. Truck: Mounting to approved chassis, Alum Toolbox 18"x18"x30", Alum Toolbox 18"x18"x36" driver, Alum Toolbox 18"x18"x74" passenger, Mud flaps, Bumper, LED D.O.T. approved lighting. Accessories: (4) 6" x 6' Extension Tubes, (5) Quick Clamps 8", (1) 6" x 6' Digging Tube Kit, Wand, Digging, Hydro-Ex Truck, Wand, Digging, Hydro-Ex Truck, Washdown Gun Kit & Nozzle, (1) Hydrant Wrench, 25' Fill Hose, (1) Paper Owner's Manual		
2	Behind the Cab 15" x 96" Tool Tray (Add 18" In CT to Accommodate)		
2	Polar Pack insulation System		

Qty	Description	Unit Price	Ext. Price
2	Heated Equipment Locker		
2	Vacuum Breaker Option		
2	2" Water Fill 'Y' Strainer		
2	Body Vibrator (12 Volt Electric)		
2	Liquid Level Audible Alarm (Level Adjustable)		
2	Decant Screen on Rear Door		
2	Boom Mounted Work Lights w/ Limb Guards (2)		
2	Body Mounted Work Lights (2) on Shroud		
2	Rear Door Work Lights (2)		
2	Air Purge Winterizations Systems (Powered by Chassis)		
2	Rear Back up Camera System W/ 7' Color Monitor Mounted in Cab		
2	2- Six (6) 28" D.O.T. Safety Cones and Holder (Front Bumper and Rear Bumper)		
2	Additional Paper Operator's Manual		
2	USB Operator's Manual		
2	6 LED Strobes, 2 Front Grill, 1 on Each Side of Body, 2 on Rear Bumper		
2	Large Arrow Board - Whelen TA166AL5		
2	Fabrication of Custom Tool Holders by SWS		
2	Groeneveld AutoLube Body and Chassis		
2	PDI		
2	Freight		

**Order Total                      \$912,009.98**

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - THANK YOU!

By: \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

QUOTE VALID FOR 30 DAYS

**PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

OPR 2021-0696

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #**ORD C36125,  
OPR 2021-0256**Contact Name/Phone**

MARGARET HINSON 509-867-8539

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

MHINSON@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

SBO

**Agenda Item Name**1680 - TREASURY RENT ASSISTANCE PROGRAM 2.0 (T-RAP 2.0) GRANT  
ACCEPTANCE**Agenda Wording**

CHHS is requesting permission to accept \$ \$10,540,405 in T-RAP 2.0 funds from the WA State Dept. of Commerce. These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness.

**Summary (Background)**

These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. This second tranche of funds is available 3/1/21 - 9/30/25. Grant agreement will be provided as soon as received and an SBO is submitted in conjunction for budget capacity.

Lease? NO

Grant related? YES

Public Works? NO

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

Revenue \$ 10,540,405.00

# 1760-95599-99999-33321-99999

Expense \$ 10,540,405.00

# 1760-95599-510XX-5XXXX-99999

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

**Study Session\Other**

Urban Exp. - 10/11/21

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Stratton

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kmartin@spokanecity.org

**Additional Approvals**

efinch@spokanecity.org

**Purchasing**

kdavis@spokanecity.org

**Grants, Contracts &  
Purchasing**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Rent Assistance Program 2.0 (T-RAP 2.0) Grant Acceptance
<b>Date:</b>	9/28/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety & 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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a start date of October 1, 2021 and the grant expires on September 30, 2025.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$ \$10,540,405 in T-RAP 2.0 funds from the WA State Dept. of Commerce (Commerce). These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness and an SBO will be submitted to create budget capacity. The grant agreement will be provided as soon as it is received.
<p><b>Background/History:</b> These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). This second tranche of funds is retroactively available to March 1, 2021 with a contract end date of September 30, 2025. The grant agreement will be provided as soon as it is received from Commerce.</p>	
<p><b>Executive Summary:</b></p> <p>The T-RAP Grant is part of Washington State’s response to the COVID-19 pandemic, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.</p> <p>Households must meet the three federally required initial screening criteria:</p> <ul style="list-style-type: none"> <li>• Income at or below 80% of Area Median Income (AMI).</li> <li>• Experiencing a financial hardship directly or indirectly <i>during</i> the COVID-19 outbreak that threatens the household’s ability to pay the costs of the rental property when due.</li> <li>• At risk of experiencing homelessness or housing instability.</li> </ul> <p>The following households must be prioritized:</p> <ul style="list-style-type: none"> <li>• Income at or below 50% AMI.</li> <li>• Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.</li> </ul>	

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

Commerce is requiring grantees to subcontract with By and For Organizations to meet the equity requirements and is requiring grantees to commit to coordination with their local Dispute Resolution Center.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: U.S. Treasury Department passed through WA State Commerce.

Other budget impacts: N/A

Operations Impact:

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

Specify changes required: None.

Known challenges/barriers: None.

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

OPR 2021-0697

**Renews #****Cross Ref #**ORD C36126,  
OPR 2021-0020**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

MARGARET HINSON 509-867-8539

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

MHINSON@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

SBO

**Agenda Item Name**1680 - TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA 2) GRANT  
ACCEPTANCE**Agenda Wording**

CHHS is requesting permission to accept \$5,297,865 in ERA 2 funds. These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness. An SBO is submitted in conjunction with this request.

**Summary (Background)**

The Treasury ERA 2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

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

Revenue \$ 5,297,865.00

# 1760-95596-99999-33121-99999

Expense \$ 5,297,865.00

# 1760-95596-510XX-5XXXX-99999

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

**Study Session\Other**

F &amp; A - 10/18/21

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kmartin@spokanecity.org

**Additional Approvals**

efinch@spokanecity.org

**Purchasing**

kdavis@spokanecity.org

**Grants, Contracts &  
Purchasing**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Emergency Rent Assistance 2 (ERA2) Grant Acceptance
<b>Date:</b>	10/6/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 11, 2021 and the grant expires on September 30, 2025.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$5,297,865.00 in ERA2 funds.
<p><u>Background/History:</u> The Treasury ERA2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.</p>	
<p><u>Executive Summary:</u></p> <p>The Treasury ERA is part of The U.S. Department of Treasury's response to the COVID-19 pandemic, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.</p> <p>Households must meet the three federally required initial screening criteria:</p> <ul style="list-style-type: none"> <li>• Income at or below 80% of Area Median Income (AMI).</li> <li>• Experiencing a financial hardship directly or indirectly <i>during</i> the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.</li> <li>• At risk of experiencing homelessness or housing instability.</li> </ul> <p>The following households must be prioritized:</p> <ul style="list-style-type: none"> <li>• Income at or below 50% AMI.</li> <li>• Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: U.S. Treasury Department</p>	

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



**Agenda Sheet for City Council Meeting of:**  
11/01/2021

<b>Date Rec'd</b>	10/21/2021
<b>Clerk's File #</b>	OPR 2021-0641
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2021-0015, OPR 2021-0698, OPR 2021-0699
<b>Project #</b>	2021097
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	KYLE TWOHIG 625-6152
<b>Contact E-Mail</b>	KTWOHIG@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – ADMINISTRATIVE RESERVE INCREASE CLARKE AVENUE LANDSLIDE

**Agenda Wording**

Administrative Reserve increase for \$300,000.00 to the contract with LaRiviere, Inc. for the Clarke Avenue landslide.

**Summary (Background)**

February 18, 2021, an emergency declaration was filed and signed by the Mayor regarding the Clarke Avenue landslide. The request for an administrative reserve increase to the contract with LaRiviere, in conjunction with the South Gorge Trail, will continue the activities outlined in the declaration to mitigate the emergency. Funding is to utilize the City's contractor to perform stabilization and remediation work on private property, which will be fully repaid as detailed in the reimbursement agreements.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 300,000.00	# 0370-95163-42300-54201-21996
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	TWOHIG, KYLE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 6/28/21
<b><u>Council Sponsor</u></b>	Cathcart

**Distribution List**

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org, jgraff@spokanecity.org
ktwohig@spokanecity.org
ddaniels@spokanecity.org
tommy@lariviere.co - Signer
hiede@lariviere.co

**Additional Approvals**

**Purchasing**



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

February 22, 2021

City Clerk File No.:

RES 2021-0015

CR: LGL 2021-0008

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2021-0015 RATIFYING THE MAYOR'S FEBRUARY 18, 2021  
EXECUTIVE DECLARATION OF CIVIL EMERGENCY OR DISASTER

During its 3:30 p.m. Administrative Session held virtually Monday, February 22, 2021, the Spokane City Council took the following actions:

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to suspend** the Council Rules for the purpose of changing the (Current) Agenda; **carried unanimously (Council Member Stratton absent).**

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to add** Resolution 2021-0015—ratifying the Mayor's February 18, 2021, Executive Declaration of Civil Emergency or Disaster—to the Current Legislative Agenda; **carried unanimously (Council Member Stratton absent).**

At its 6:00 Legislative Session held February 22, after a full reading of Resolution 2021-0015 by the City Clerk; an opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0015** ratifying the Mayor's February 18, 2021, Executive Declaration of Civil Emergency or Disaster (due to the public emergency faced by the City from a hillside in the Peaceful Valley neighborhood which has become unstable).

DocuSigned by:

Terri L. Pfister, MMC  
Spokane City clerk

## RESOLUTION NO. 2021-0015

A Resolution ratifying the Mayor's February 18, 2021 Executive Declaration of Civil Emergency or Disaster.

**WHEREAS**, on February 18, 2021, Mayor Nadine Woodward issued an Executive Declaration of Civil Emergency or Disaster in the City of Spokane (the "Declaration"), pursuant to SMC 2.04.030, due to the public emergency faced by the City from a hillside in the Peaceful Valley neighborhood which has become unstable; and

**WHEREAS**, from the time of its discovery in late January, this hillside has torn its natural slope, resulting in material from the hillside moving downhill, which threatens to topple the rock retaining wall at the base of the slope, and which would in turn accelerate additional sliding; and

**WHEREAS**, several trees and power poles have already fallen in and around this area, with additional vegetation and utilities threatened if there is further sliding of the hillside; and

**WHEREAS**, Clarke Avenue, which is the primary east-west access for increase and egress in Peaceful Valley is blocked off, which creates access issues for the residents of the area and presents a health and safety risk to residents as the obstruction restricts access for emergency vehicles and public transit; and

**WHEREAS**, further movement of this hill side could cause soil further uphill to shift which could undermine the foundations of a number of structures fronting on Riverside Avenue; and

**WHEREAS**, a number of activities must occur to restore public health and safety to and for the residents of the City, including, but not limited to:

1. Importation of fill dirt to stabilize failing wall and slow landslide movement;
2. The use of heavy equipment with an operator to place imported fill dirt and build an access ramp onto the hillside for equipment access;
3. The removal and disposal of trees and debris from the hill side area which was affected by the landslide;
4. Design services to abate further landslide risk;
5. Construction of an engineered solution likely to include a soldier pile wall and tiebacks;
6. Replacement of a retaining wall as the base of the hill in the City right of way; and
7. Staff costs associated with hillside monitoring, coordination with contractors and private utilities, support of design and construction management.

**WHEREAS**, in order to prevent further damage and danger to residents of the City, it is imperative to begin this work as quickly as possible, which will require the execution of contracts; and

**WHEREAS**, an emergency exists that necessitates utilization of the emergency powers granted pursuant to RCW 38.52 and/or 35A.33; and



**WHEREAS**, the City of Spokane has the authority, pursuant to RCW 35A.080, to make expenditures for emergencies "requiring the immediate preservation of order or public health, or for the restoration to a condition of usefulness of any public property which has been damaged or destroyed by accident, or for public relief from calamity"; and

**WHEREAS**, the City of Spokane has the authority, pursuant to RCW 38.52.100(a), "to make appropriations for the ordinary expenses of [the City] for the payment of expenses of its local organizations for emergency management".

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

**Section 1.** As a result of the landslide event, and the impact to the public health, safety, and welfare, there is a present disaster or civil emergency, which necessitates the utilization of emergency powers granted pursuant Chapter 02.04 SMC, SMC 07.06.180 and RCW 38.52.070(2), which are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

**Section 2.** The Executive Declaration of Civil Emergency or Disaster by Mayor Nadine Woodward, dated and effective February 18, 2021, is hereby ratified by the City Council by this Resolution.

**Section 3.** Notwithstanding the Executive Declaration of Civil Emergency or Disaster, the City Council reserves its full authority under the City Charter to take any and all necessary steps to safeguard the public health, safety, and welfare of all residents of Spokane including, without limitation, any necessary measures to mitigate the effects of economic disruption in connection with the disaster or civil emergency, and prioritization of the use of funds or resources received from the state and/or federal governments.

**Section 4.** This Civil Emergency shall continue until terminated by the Mayor or by City Council resolution.

**Section 5.** A copy of this resolution and the Executive Declaration of Civil Emergency or Disaster shall be delivered to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy of this Resolution and the Declaration shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

**ADOPTED** by the City Council February 22, 2021.

DocuSigned by:

*[Signature]*  
City Clerk

DS

Approved as to form:

DocuSigned by:

*[Signature]*  
Assistant City Attorney



RECEIVED

FEB 19 2021

**CITY OF SPOKANE  
SPOKANE COUNTY, WASHINGTON**

CITY CLERK'S OFFICE

**EXECUTIVE DECLARATION OF CIVIL EMERGENCY OR DISASTER  
IN THE CITY OF SPOKANE, WASHINGTON**

WHEREAS, the City of Spokane of Spokane County (the "City") is presently facing an emergency situation created by unforeseen circumstances beyond the control of the City as a likely result of very wet weather in mid-January which produced saturated ground conditions resulting in a landslide on both City and privately owned property near the intersection of Clarke Avenue and Elm Street in the Peaceful Valley neighborhood;

WHEREAS; since discovered in late January, this hillside has torn its natural slope resulting in material from the hillside moving downhill which threatens to topple the rock retaining wall at the base of the slope (which would accelerate additional sliding);

WHEREAS; several trees and power poles (with live power lines) have already fallen on and around this area, with additional vegetation and utilities threatened if there is further sliding of the hillside;

WHEREAS; Clarke Avenue which is the primary east-west access for ingress and egress in Peaceful Valley is blocked off which creates access issues for the residents of the area and presents a health and safety risk to residents as the obstruction restricts access for emergency vehicles and public transit;

WHEREAS; further movement of the hill side could cause soil further uphill to shift which could undermine the foundations of a number of building structures fronting on Riverside Avenue;

WHEREAS, a number of activities need to occur to restore public health and safety to and for the residents of this area of the City, including, but not limited to:

1. Import of dirt fill to stabilize failing wall and slow landslide movement;
2. The use of heavy equipment with operator to place imported fill and build access ramp onto hillside for equipment access;
3. Removal and disposal of trees and debris from hillside affected by the landslide;
4. Geotechnical initial assessment of conditions, reconnaissance, monitoring, and temporary stabilization recommendations;
5. Drill for subsurface soil boring and placement of underground inclinometers to use in developing a long term plan to stabilize the hillside;
6. Geotechnical evaluation of subsurface soil and groundwater conditions, including drill mobilization, borings, testing, and subsurface monitoring;
7. Repair of private sewer line broken by landslide;

8. Temporary piping of roof drains from apartments on Riverside above slope to prevent water from accelerating slide;
9. Design services to abate landslide risk;
10. Construction of engineered solution likely to include soldier pile wall and tiebacks;
11. Replacement of retaining wall at base of hill in City right-of-way; and
12. Staff costs associated with hillside monitoring, coordination with contractors and private utilities, support of design and construction management.

WHEREAS, in order to prevent further damage and danger to residents of the City, it is imperative to begin this work as quickly as possible, which will require the execution of contracts;

WHEREAS, an emergency that necessitates utilization of the emergency powers granted pursuant to RCW 38.52 and/or 35A.33;

WHEREAS, the City of Spokane has authority, pursuant to RCW 35A.080, to make expenditures for emergencies "requiring the immediate preservation of order or public health, or for the restoration to a condition of usefulness of any public property which has been damaged or destroyed by accident, or for public relief from calamity..."; and

WHEREAS, the City of Spokane has authority, pursuant to RCW 38.52.100(1), "to make appropriations for the ordinary expenses of [the City] for the payment of expenses of its local organization for emergency management", and

NOW THEREFORE, AS THE MAYOR OF THE CITY OF SPOKANE WASHINGTON, I  
DECLARE AS FOLLOWS:

Section 1 – Purpose and Intent.

As a result of the serious landslide and related events in Peaceful Valley, and the impact on the public health, safety and welfare, it is the purpose and intent of this declaration to formally proclaim the existence of a disaster or civil emergency in the City of Spokane.

Section 2 – Emergency Procurement.

Pursuant to SMC 2.04.100, the Mayor or her designate, may make emergency procurements consistent with the provisions of SMC 7.06.180. The condition and situation described herein presents a real and immediate threat to the proper performance of essential functions and will likely result in material loss to property, bodily injury, and/or loss of life if immediate action is not taken.

Section 3 – Effective Date.

This Declaration shall be in full force and effect upon signature and shall continue until terminated.

Section 4– Ratification.

This emergency declaration shall be submitted to the City Council for ratification pursuant to SMC 2.04.060.

\*\*\*\*\*

DATED this 18 of February, 2021.

Nadine Woodward  
Mayor Nadine Woodward

Attest:

Veni Hefesto  
City Clerk

Approved as to form:

Michael C. Gandy  
City Attorney

Date of Publication: February 24, 2021

Effective Date: February 18, 2021





# Agenda Sheet for City Council Meeting of:

11/01/2021

<b>Date Rec'd</b>	10/21/2021
<b>Clerk's File #</b>	OPR 2021-0698
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2021-0015, OPR 2021-0641, OPR 2021-0699
<b>Project #</b>	2021097
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	KYLE TWOHIG 625-6152
<b>Contact E-Mail</b>	KTWOHIG@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 - CLARKE AVE LANDSLIDE RIVERSIDE ELMS CONDO REIMBURSEMENT AGREEMENT

## Agenda Wording

Reimbursement Agreement, Deed of Trust, and Promissory Note between Riverside Elms Condominium Association and the City of Spokane to reimburse the City for landslide mitigation at 1828 W. Riverside Avenue related to the Clarke Avenue Landslide.

## Summary (Background)

The Clarke Avenue landslide affected both City-owned property and adjacent private properties. This reimbursement agreement provides for reimbursement to the City of Spokane for mitigation work done at 1828 W. Riverside (parcel 25134.3348) and outlines repayment over a period of sixty months. Total reimbursement - \$220,000.00.

Lease? NO Grant related? NO Public Works? NO

## Fiscal Impact

Revenue \$ \$220,000.00

Select \$

Select \$

Select \$

## Budget Account

# 0370-95163-99999-34410-99999

#

#

#

## Approvals

**Dept Head** TWOHIG, KYLE

**Division Director** FEIST, MARLENE

**Finance** ORLOB, KIMBERLY

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

## Additional Approvals

**Purchasing**

## Council Notifications

**Study Session\Other** PIES 9/27

**Council Sponsor** Beggs

## Distribution List

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

ddaniels@spokanecity.org

ktwohig@spokanecity.org

## REIMBURSEMENT AGREEMENT

THIS Agreement ("**Agreement**") is entered into this \_\_\_\_ day of October, 2021, by and between the City of Spokane, a municipal corporation of the State of Washington (the "**City**") and Riverside Elms Condominium Association, a Washington State Nonprofit Corporation (the "**Association**"), collectively referred to hereinafter as the "**Parties**."

WHEREAS, Association is the owner of certain real property located at 1828 W. Riverside, in the City of Spokane, Spokane County, Washington, Spokane County Tax Parcel No. 25134.3348 legally described as follows (the "Property"):

LOTS 10-11, BLOCK 1, WEST RIVERSIDE ADDITION, PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 208, RECORDS OF SPOKANE COUNTY;

Being further described as:

Units 101, 102, 201, 202, 301, 302, 401, and 402, RIVERSIDE ELMS, according to the Declaration thereof recorded under Auditor's File No. 5455331 and any amendments thereto, said Units is located on Survey map and plans filed in Volume 8 of Condominiums, Pages 54 and 55, in the City and County of Spokane, State of Washington, situated in the City and County of Spokane, Washington;  
and

WHEREAS, the Property is adjacent to Spokane County Tax Parcel Nos. 25134.3206 and 25134.3205, both of which slope steeply downward toward W. Clarke Avenue below ("Elmer Properties"); and

WHEREAS, the City of Spokane also owns certain real property located adjacent and slightly north of the property owned by Association, identified as Spokane County Tax Parcel No. 25134.3204 ("City Property"); and

WHEREAS, in January 2021, the Spokane Region sustained a severe storm event of several days of heavy rain followed by extreme winds, upwards of 70 mph. As a result of this extraordinary storm event, there was significant damage with uprooted trees from the saturated soil causing a subsurface landslide to occur on the Elmer Properties and City Property; and

WHEREAS, the landslide damaged the retaining wall protecting the public roadway and sidewalk adjoining the Elmer Property, and the Association is concerned about impacts of this naturally occurring landslide to the Property's lateral and subjacent support; and



WHEREAS, the City has retained a contractor, LaRiviere, Inc. to perform the Work under City Contract No. 2021-0641 (Emergency Landslide Abatement) and OPR 2020-0646 (South Gorge Trail – Phase 2); and

WHEREAS, immediately following the landslide, the City performed emergency work to slow the rate of the slide movement and reinforce the retaining wall; and

WHEREAS, the City retained GeoEngineers, Inc. to evaluate the situation and to provide recommendations for stabilizing the landslide area and their findings and recommendations are set forth in their draft Basis of Design Report, Clarke Avenue Landslide Mitigation, Spokane, Washington, dated September 28, 2021, the contents of which are incorporated hereby by reference (“Geo Report”); and

WHEREAS, the Geo Report notes that the landslide, which occurred on both the Property and the City Property, is moving as a single mass, and indicates that successful mitigation method for the landslide requires that the entire landslide be addressed as a unit and further indicates that failure to do so would result in an increased risk that future slope movement in the unmitigated area would extend onto the boundary of the mitigated area; and

WHEREAS, the Geo Report indicates that the preferred mitigation approach consists of a combination of soil nail reinforcement with a mechanically stabilized earth (MSE) retaining wall to buttress the base of the slope; the soil nails will anchor Tecco mesh stabilization on the surface of the landslide; Geotextile also will be placed between the ground surface and the mesh to reduce the potential for soil erosion through the mesh; the soil nails will be installed using “top down” construction which will support excavation of lower portion of the landslide to remove the clay layer and provide room for geogrid reinforcement for the subsequent MSE retaining wall; the soil excavated during soil nail installation will be replaced as a soil buttress and in the reinforced zone of the MSE retaining wall; once complete, the wall backfill will extend up the slope, covering most of the mesh and soil nails (cumulatively the “Work”); and

WHEREAS, Association has asked the City to complete Work on the Elmer Properties and City Property in order to decrease risk of damage to the Property and structures thereon, and hereby agrees to reimburse the City for the costs associated with said Work subject to the terms of this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to address the allocation of costs of completing the Work in order to expeditiously resolve the issues resulting from the landslide in order to decrease risk of further damage to their respective properties and/or adjacent public right of way; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Association requests and the City agrees to cause the Work (as described herein above and more specifically in the Geo Report) to be completed, subject to the terms of this Agreement.

2. Association hereby agrees to pay to the City, an amount not to exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) as Association's agreed upon share of the cost of the Work. The Parties agree Association shall make an initial payment of Twenty-Four Thousand and 00/100 Dollars (\$24,000) within 30 days of signature of this Agreement. The remaining sum shall be calculated within 90 days of completion of Work and shall be paid to the City in monthly installments each month, commencing 90 days after completion of the work, for a term of sixty (60) months, in monthly installments of one-sixtieth (1/60) of the remaining sum after the initial payment. All payment shall be made in lawful money of the United States, at the following address:

The City of Spokane  
Utility Billing Department  
808 W Spokane Falls Blvd,  
Spokane, WA 99201

Or such other address as the City may designate from time to time. Any amounts remaining unpaid shall be absolutely due and payable on November 20, 2026 (the "Maturity Date").

3. The foregoing payment obligation shall be absolute and shall be performed by Association irrespective of the existence of any claim, setoff, defense or other rights which Association may otherwise have against the City. The foregoing payment obligation is secured by that certain Deed of Trust of even date herewith executed by Association, as Grantor, to a trustee for the benefit of the City.

4. Association agrees that the foregoing payment obligation shall be levied as a Special Assessment against each condominium unit in accordance with the Declaration of Covenants, Conditions, and Restrictions, Riverside Elms Condominium, Spokane County, Washington, dated November 1, 2006, and filed for record on November 1, 2006 under Auditor's recording #5455332, records of Spokane County ("CC&Rs"), and shall become a charge and a continuing lien upon each such unit pursuant to the terms of said CC&Rs and Association Bylaws, provided such Special Assessment shall become due and payable in full upon the voluntary sale or transfer of any individual condominium unit and that said assessments shall be treated in accordance with the CC&Rs in the event of a foreclosure or deed in lieu of foreclosure of any individual unit.

5. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion. The Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and it may be amended only by a written instrument signed by the parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties



hereto and their respective heirs, executors, administrators, personal representatives, assigns, successors in interest and transferees. If any provision of this Agreement is found to be unenforceable or in violation of public policy, the remainder of the Agreement shall continue in full force and effect. Except as otherwise specifically provided, none of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

6. The Parties warrant that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection with this Agreement, and that this Agreement constitutes the complete and entire agreement between Association and the City.

7. The Parties enter into this Agreement freely and voluntarily and with and upon the advice of counsel.

8. Association acknowledges and agrees that the Work described in this Agreement represents the most reasonable and prudent method of preserving lateral and subjacent support in the vicinity of the Property and of decreasing the risk of damage to the Property and structures thereon. Association acknowledges and agrees that the City's commitment under this Agreement to cause the Work to be completed does not create or impose upon the City any standard or duty of care toward Association, all of which are hereby disclaimed.

9. The City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by the City other than those contained in this Agreement. Association hereby waives any and all warranties, express or implied, with respect to the Work or which may exist by operation of law or in equity.

10. The undersigned expressly represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of Association and the City for the purpose of binding that Party to the terms and conditions of this Agreement, and binding that Party's respective members, managers, parents, subsidiaries and affiliates, predecessors and successors, officers, directors, employees, and assigns.

11. The Parties agree that this Agreement may be executed in counterparts. The Parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof and signs the same as her/his own free act.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**(CAUTION – READ BEFORE SIGNING)**

# RIVERSIDE ELMS CONDOMINIUM ASSOCIATION

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

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

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

STATE OF WASHINGTON :  
 : ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)

\_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Name of entity)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes  
mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof, and signs the same as her/his own free act.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**(CAUTION – READ BEFORE SIGNING)**

**CITY OF SPOKANE**

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

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

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

STATE OF WASHINGTON    )  
  )ss:  
County of Spokane        )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

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

When recorded return to:  
CITY OF SPOKANE  
ATT: CITY ATTORNEY'S OFFICE  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201

**DEED OF TRUST**  
*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this \_\_\_\_\_ day of October 2021 between

**Randall L. Fewel, as his separate property as to his 12.50% interest as it may appear; Howard James Schoepflin and Nancy Faye Sloane Schoepflin, Husband and Wife as to their 12.50% interest as it may appear; Daniel A. Butler and Virginia M. Butler, Husband and Wife, who also appear of record as Daniel Butler and Virginia Butler, Husband and Wife as to their 25.00% interest as it may appear; Douglas E. Kearsley and Patricia A. Kearsley, Husband and Wife as to their 12.50% interest as it may appear; Russell LeSage and Marianne LeSage, Husband and Wife as to their 12.50% interest as it may appear; Mary Jean Herda and John Herda, Wife and Husband as to their 12.50% interest as it may appear; and Christina B. Sceva, as her separate property as to her 12.50% interest as it may appear**

as GRANTOR(S), whose address is **1828 West Riverside Avenue, Spokane, Washington 99201**

and

**SPOKANE COUNTY TITLE CO.**  
as TRUSTEE,

whose address is **1010 North Normandie Street, Spokane, Washington 99201**

and

**CITY OF SPOKANE, a Municipal Corporation**

as BENEFICIARY, whose address is **808 West Spokane Falls Boulevard, Spokane, Washington 99201**

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington:

Units 101, 102, 201, 202, 301, 302, 401, and 402, RIVERSIDE ELMS, according to the Declaration thereof recorded under Auditor's File No. 5455331 and any amendments thereto, said Units is located on Survey map and plans filed in Volume 8 of Condominiums, Pages 54 and 55, in the City and Count of Spokane, State of Washington.

As to each of their 12.50% interest.

**Commonly Known as: 1828 West Riverside Avenue, Unit 101, Unit 102, Unit 201, Unit 202, Unit 301, Unit 302, Unit 401, and Unit 402, Spokane, WA 99201**

Tax Parcel Number(s): **25134.3340, 25134.3341, 25134.3342, 25134.3343, 25134.3344, 25134.3345, 25134.3346, and 25134.3347**

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)** without interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Beneficiary's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

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Grantor initials

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Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

---

Randall L. Fewel

---

Christina B. Sceva

---

Howard James Schoepflin

---

Nancy Faye Sloane Schoepflin

---

Daniel A. Butler

---

Virginia M. Butler

---

Douglas E. Kearsley

---

Patricia A. Kearsley

\_\_\_\_\_  
Russell LeSage

\_\_\_\_\_  
Marianne LeSage

\_\_\_\_\_  
Mary Jean Herda

\_\_\_\_\_  
John Herda

STATE OF WASHINGTON    )  
                                      )ss.  
County of Spokane        )

I certify that I know or have satisfactory evidence that **Randall L. Fewel** is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_



STATE OF WASHINGTON           )  
County of Spokane                 )ss.

I certify that I know or have satisfactory evidence that **Howard James Schoepflin and Nancy Faye Sloane Schoepflin** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_

[illegible]

I certify that I know or have satisfactory evidence that **Daniel A. Butler and Virginia M. Butler** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires:

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane        )

I certify that I know or have satisfactory evidence that **Douglas E. Kearsley and Patricia A. Kearsley** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane        )

I certify that I know or have satisfactory evidence that **Russell LeSage and Marianne LeSage** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane         )

I certify that I know or have satisfactory evidence that **Mary Jean Herda and John Herda** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane         )

I certify that I know or have satisfactory evidence that **Christina Sceva** is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the purposes mentioned in this instrument

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment Expires: \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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

\_\_\_\_\_

\_\_\_\_\_

## PROMISSORY NOTE

**\$220,000.00**

October \_\_\_\_\_, 2021  
Date

**Spokane, Washington**  
City, State

FOR VALUE RECEIVED, **Randall L. Fewel**, as his separate property as to his **12.50%** interest, **Howard James Schoepflin and Nancy Faye Sloane Schoepflin**, husband and wife as their **12.50%** interest, **Daniel A. Butler and Virginia M. Butler**, husband and wife as to their **25.00%** interest, **Douglas E. Kearsley and Patricia A. Kearsley**, husband and wife as to their **12.50%** interest, **Russell LeSage and Marianne LeSage**, husband and wife as to their **12.50%** interest, **Mary Jean Herda and John Herda**, wife and husband as to their **12.50%** interest, and **Christina B. Sceva**, as her separate property as to her **12.50%** interest, hereinafter "Maker" promises to pay to **CITY OF SPOKANE**, a Municipal corporation, hereinafter "Holder" or order at **City of Spokane, 808 West Spokane Falls, Spokane, WA 99201**, or other such place as may be designated by the Holder from time to time, the principal sum of not to exceed **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)**, with/without interest as follows:

**1. INSTALLMENT PAYMENTS:** Maker shall pay, (check one)

a. ☐ **NO INSTALLMENTS.** No installment payments are required.

b. ☒ **PRINCIPAL INSTALLMENTS** of THREE THOUSAND TWO HUNDRED SIXTY-SIX AND 67/100 DOLLARS **(\$3,266.67)**. See other below regarding initial one-time payment.

c. ☐ **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

**(The following must be completed if "b" or "c" is checked)**

The installment payments shall begin on the **20<sup>th</sup>** Day of **November 2021**,

and shall continue on the **20<sup>th</sup>** day of each succeeding: (check one)

(X) calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month

(X) Other: A ONE TIME PAYMENT OF **TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00)** IS DUE WITHIN 30 DAYS OF THIS SIGNED AGREEMENT, or **December 15, 2021**. The remaining balance shall be paid to the City in equal monthly installments as indicated above.

2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on **20<sup>th</sup>** day of **November, 2026**.
3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (     %) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than 15 days (15 days if not filled in) after its due date, then a late payment charge of \$                    , or                      percent (                    %) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within            days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.

- 10. ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 11. WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
- 12. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 13. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
- 14. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 15. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 16. EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 17. COMMERCIAL PROPERTY: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

- 18. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

**19. ADDITIONAL TERMS AND CONDITIONS:** (check one)

a. ☒ **NONE**

**OR**

b. ☐ **As set forth on the attached "Exhibit A" which is incorporated by this reference.**

**(Note: If neither a or b is checked, then option "a" applies)**

**20. THIS NOTE IS SECURED BY ☒ DEED OF TRUST, ☐ MORTGAGE, ☐ \_\_\_\_\_ OF EVEN DATE.**

Maker (signatures)

\_\_\_\_\_  
Randall L. Fewel

\_\_\_\_\_  
Christina B. Sceva

\_\_\_\_\_  
Howard James Schoepflin

\_\_\_\_\_  
Nancy Faye Sloane Schoepflin

\_\_\_\_\_  
Daniel A. Butler

\_\_\_\_\_  
Virginia M. Butler

\_\_\_\_\_  
Douglas E. Kearsley

\_\_\_\_\_  
Patricia A. Kearsley

\_\_\_\_\_  
Russell LeSage

\_\_\_\_\_  
Marianne LeSage

\_\_\_\_\_  
Mary Jean Herda

\_\_\_\_\_  
John Herda

Maker's address for all notices given by Holder under this Note: **1828 West Riverside Avenue, Units 101, 102, 201, 202, 301, 302, 401, and 402, Spokane, Washington 99201**

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**DO NOT DESTROY THIS NOTE**

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.



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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

OPR 2021-0699

**Renews #****Cross Ref #**RES 2021-0015,  
OPR 2021-0698,  
OPR 2021-0641**Submitting Dept**

ENGINEERING SERVICES

**Contact Name/Phone**

KYLE TWOHIG 625-6152

**Project #**

2021097

**Contact E-Mail**

KTWOHIG@SPOKANECITY.ORG

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

Contract Item

**Requisition #****Agenda Item Name**0370 - CLARKE AVE EMERGENCY LANDSLIDE ELMER REIMBURSEMENT  
AGREEMENT**Agenda Wording**

Reimbursement Agreement, Deed of Trust, and Promissory Note between James and Sue Elmer and the City of Spokane to reimburse the City for landslide mitigation at 1905 and 1909 W. Clarke Ave. related to the Clarke Avenue Landslide.

**Summary (Background)**

The Clarke Avenue landslide affected both City-owned property and adjacent private properties. This reimbursement agreement provides for reimbursement to the City of Spokane for mitigation work done at 1905 and 1909 W. Clarke Ave. (parcels 25134.3205 and 25134.3206) and outlines repayment over a period of sixty months. Total reimbursement - \$80,000.00.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ \$80,000

# 0370-95163-99999-34410-99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 9/27

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

jgraff@spokanecity.org

ddaniels@spokanecity.org

ktwohig@spokanecity.org

When recorded return to:  
CITY OF SPOKANE  
ATT: CITY ATTORNEY'S OFFICE  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201

**DEED OF TRUST**  
*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 19<sup>th</sup> day of October 2021 between

**JAMES W. ELMER AND SUE ELMER, husband and wife,**

as GRANTOR(S), whose address is **1101 East Boyd Avenue Coeur d'Alene, Idaho 83814.**

and

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
as TRUSTEE,

whose address is **40 East Spokane Falls Boulevard, Spokane, Washington 99202**

and

**CITY OF SPOKANE, a Municipal Corporation**

as BENEFICIARY, whose address is **808 West Spokane Falls Boulevard, Spokane, Washington 99201**

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington:

**Lots 20, 21, and 22, Block 5, RIVERSIDE WEST FIRST ADDITION, according to plat recorded in Volume "C" of Plats, Page 50, in the City of Spokane, Spokane County, Washington.**

**Commonly Known as: 1905 and 1909 West Clarke Avenue, Spokane, WA**

Tax Parcel Number(s): **25134.3205 and 25134.3206**

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)** without interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Beneficiary's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

JWE by SE as POA  
Grantor initials

\_\_\_\_\_  
Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable

Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

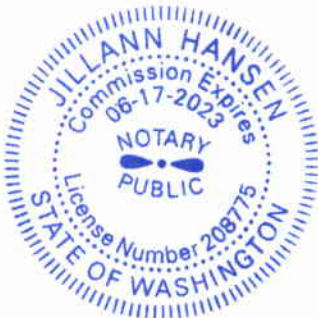
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

James W. Elmer by Sue Elmer  
JAMES W. ELMER Sue Elmer  
POA SUE ELMER

STATE OF WASHINGTON }  
COUNTY OF SPOKANE } ss.

I certify that I know or have satisfactory evidence that Sue Elmer is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/19/21



Jillann Hansen  
Notary Public in and for the State of  
Washington, Residing at: Spokane  
My appointment expires: 6.17.2023

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: 10/19/21

James W. Elmer by  
Sue Elmer, POA

**PROMISSORY NOTE**

**\$80,000.00**

**October 19<sup>th</sup>, 2021**  
Date

**Spokane, Washington**  
City, State

FOR VALUE RECEIVED, **JAMES W. ELMER AND SUE ELMER, husband and wife**, hereinafter "Maker" promises to pay to **CITY OF SPOKANE**, a Municipal corporation, hereinafter "Holder" or order at **City of Spokane, 808 West Spokane Falls, Spokane, WA 99201**, or other such place as may be designated by the Holder from time to time, the principal sum of **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, with/without interest as follows:

**1. INSTALLMENT PAYMENTS:** Maker shall pay, (check one)

- a. ☐ **NO INSTALLMENTS.** No installment payments are required.
- b. ☒ **PRINCIPAL INSTALLMENTS** of ONE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS **(\$1,333.34)**.
- c. ☐ **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

**(The following must be completed if "b" or "c" is checked)**

The installment payments shall begin on the 20<sup>th</sup> Day of November 2021,

and shall continue on the 20<sup>th</sup> day of each succeeding: (check one)

☒ calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month

☐ Other: \_\_\_\_\_

- 2. DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 20<sup>th</sup> day of November, 2026.
- 3. DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (    %) per annum (18% if not filled in)



OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than 15 days (15 days if not filled in) after its due date, then a late payment charge of \$\_\_\_\_\_, or \_\_\_\_\_ percent (\_\_\_\_\_% ) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

James W. Elmer by  
\_\_\_\_\_  
Maker (Initials)  
James W. Elmer, POA

\_\_\_\_\_  
Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within \_\_\_\_\_ days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

- 12. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 13. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
- 14. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 15. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 16. EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 17. COMMERCIAL PROPERTY:** (**OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note**) Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

*James Elmer by  
Sue Elmer, POA*

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

- 18. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

**19. ADDITIONAL TERMS AND CONDITIONS:** (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a or b is checked, then option "a" applies)

20. THIS NOTE IS SECURED BY ☒ DEED OF TRUST, ☐ MORTGAGE, ☐  
\_\_\_\_\_ OF EVEN DATE.

Maker (signatures)

Sue Elmer POA  
for James Elmer

\_\_\_\_\_  
\_\_\_\_\_

Maker's address for all notices given by Holder under this Note: 1101 East Boyd Avenue  
Coeur d'Alene, Idaho 83814.

**DO NOT DESTROY THIS NOTE**

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 19<sup>th</sup> day of October, 2021, by and between the City of Spokane, a municipal corporation of the State of Washington (the "**City**"), and JAMES W. ELMER and SUE ELMER, husband and wife, as Property Owner (the "**Property Owner**"), collectively referred to hereinafter as the "**Parties**."

WHEREAS, Property Owner is the owner of certain real property located at 1905 and 1909 Clarke Avenue, in the City of Spokane, Spokane County, Washington, Spokane County Parcel No. 25134.3205 and No. 25134.3206 legally described as follows (the "Property"):

Lots 20, 21, and 22, Block 5, RIVERSIDE WEST FIRST ADDITION, according to plat recorded in Volume "C" of Plats, Page 50, in the City of Spokane, Spokane County, Washington.

Commonly Known as: 1905 and 1909 West Clarke Avenue, Spokane, WA

Tax Parcel Number(s): 25134.3205 and 25134.3206, situated in the City and County of Spokane, Washington;

and

WHEREAS, the City of Spokane owns certain real property located adjacent and to the Property, identified as Spokane County Tax Parcel No. 25134.3204 ("City Property"); and

WHEREAS, in January 2021, the Spokane Region sustained a severe storm event of several days of heavy rain followed by extreme winds, upwards of 70 mph. As a result of this storm event, there was significant damage with uprooted trees from the saturated soil causing a subsurface landslide to occur on the Property and City Property; and

WHEREAS, the landslide damaged the retaining wall protecting the public roadway and sidewalk adjoining the Property, and the resulting instability endangers public safety and the lateral and subjacent support of other properties in the vicinity; and

WHEREAS, immediately following the landslide, the City performed emergency work to slow the rate of the slide movement and reinforce the retaining wall; and

WHEREAS, the City retained GeoEngineers, Inc. to evaluate the situation and to provide recommendations for stabilizing the landslide area and their findings and recommendations are set forth in their draft Basis of Design Report, Clarke Avenue Landslide Mitigation, Spokane, Washington, dated September 28, 2021, the contents of which are incorporated hereby by reference ("Geo Report"); and

WHEREAS, the Geo Report notes that the landslide, which occurred on both the Property and the City Property, is moving as a single mass, and indicates that successful mitigation method for the landslide requires that the entire landslide be addressed as a unit and further indicates that failure to do so would result in an increased risk that future slope movement in the unmitigated area would extend onto the boundary of the mitigated area; and

WHEREAS, the Geo Report indicates that the preferred mitigation approach consists of a combination of soil nail reinforcement with a mechanically stabilized earth (MSE) retaining wall to buttress the base of the slope; the soil nails will anchor Tecco mesh stabilization on the surface of the landslide; Geotextile also will be placed between the ground surface and the mesh to reduce the potential for soil erosion through the mesh; the soil nails will be installed using "top down" construction which will support excavation of lower portion of the landslide to remove the clay layer and provide room for geogrid reinforcement for the subsequent MSE retaining wall; the soil excavated during soil nail installation will be replaced as a soil buttress and in the reinforced zone of the MSE retaining wall; once complete, the wall backfill will extend up the slope, covering most of the mesh and soil nails (cumulatively the "Work"); and

WHEREAS, Property Owner has asked the City to repair the slide damage to the Property concurrently with the Work and hereby agrees to reimburse the City for the costs associated with completing the Work on the Property subject to the terms of this Agreement; and

WHEREAS, the City has retained a contractor, LaRiviere, Inc. to perform the Work under City Contract No. 2021-0641 (Emergency Landslide Abatement) and OPR 2020-0646 (South Gorge Trail – Phase 2); and

WHEREAS, the Parties wish to enter into this Agreement to address the allocation of costs of completing the Work in order to expeditiously resolve the issues resulting from the landslide in order to avoid further damage to their respective properties and/or the adjacent public right of way; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owner requests and the City agrees to cause the Work (as described herein above and more specifically in the Geo Report, and as limited by Property Owner in Section 2 below) to be completed on the Property, subject to the terms of this Agreement.
2. Property Owner grants the City permission to enter the Property in order to perform the Work.

3. Property Owner hereby agrees to pay to the City Eighty Thousand and 00/100 Dollars (\$80,000.00) as Property Owner's share of the cost of the Work. The foregoing sum shall be paid to the City in monthly installments on the 20<sup>th</sup> day of each month, commencing on November 20, 2021, for a term of sixty (60) months, in monthly installments of ONE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$1,333.34). All payment shall be made in lawful money of the United States, at the following address:

The City of Spokane  
Utility Billing Department  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Or such other address as the City may designate from time to time. Any amounts remaining unpaid shall be absolutely due and payable on November 20, 2026 (the "Maturity Date").

4. The foregoing payment obligation shall be absolute and shall be performed by Property Owner irrespective of the existence of any claim, setoff, defense or other rights which Property Owner may otherwise have against the City. The foregoing payment obligation is secured by that certain Deed of Trust of even date herewith executed by Property Owner, as Grantor, to a trustee for the benefit of the City.

5. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion. The Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and it may be amended only by a written instrument signed by the parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns, successors in interest and transferees. If any provision of this Agreement is found to be unenforceable or in violation of public policy, the remainder of the Agreement shall continue in full force and effect. Except as otherwise specifically provided, none of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

6. The Parties warrant that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection with this Agreement, and that this Agreement constitutes the complete and entire agreement between Property Owner and the City.

7. The Parties enter into this Agreement freely and voluntarily and with and upon the advice of counsel.

8. Property Owner acknowledges and agrees that the Work described in this Agreement represents the most reasonable and prudent method of preserving lateral and subjacent support in the vicinity of the Property and of decreasing the risk of

damage to the Property and structures thereon. Property owner acknowledges and agrees that the City's commitment under this Agreement to cause the Work to be completed does not create or impose upon the City any standard or duty of care towards Property Owner, all of which are hereby disclaimed.

9. The City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by the City other than those contained in this Agreement. Property Owner hereby waives any and all warranties, express or implied, with respect to the Work or which may exist by operation of law or in equity.

10. The undersigned expressly represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of Property Owner and the City for the purpose of binding that Party to the terms and conditions of this Agreement, and binding that Party's respective members, managers, parents, subsidiaries and affiliates, predecessors and successors, officers, directors, employees, and assigns.

11. The Parties agree that this Agreement may be executed in counterparts. The Parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof and signs the same as her/his own free act.

DATED this 19<sup>th</sup> day of October 2021.

**(CAUTION – READ BEFORE SIGNING)**

**JAMES ELMER**

By: James Elmer, by Sue Elmer, POA

Print Name: James W. Elmer

Title: Owner

**SUE ELMER**

By: Sue Elmer

Print Name: Sue Elmer

Title: Owner

STATE OF WASHINGTON )  
 )ss:  
County of Spokane )

I hereby certify that I know or have satisfactory evidence that Sue Eimer is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED October 19<sup>th</sup>, 2021.



Jillann Hansen

NOTARY PUBLIC in and for the State of Washington

My appointment expires: 6.17.2023

STATE OF WASHINGTON )  
 )ss:  
County of Spokane )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

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



**CITY OF SPOKANE**

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

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

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

STATE OF WASHINGTON    )  
                                  )ss:  
County of Spokane        )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

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

Approved as to form:

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

WHEN RECORDED PLEASE RETURN TO:

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**GENERAL POWER OF ATTORNEY  
WITH DURABLE PROVISIONS**

I, JAMES W. ELMER, the undersigned, of Spokane, Washington, do hereby make, constitute and appoint my spouse SUE ANNE ELMER, of Spokane, Washington, my true and lawful Attorney-in-Fact, as authorized by RCW Chapter 11.94, as a fiduciary to act for me and in my name, place and stead, and on my behalf, on the following terms and conditions:

1. Duration. This Power of Attorney becomes effective immediately upon execution of this document and shall remain in effect to the extent permitted in RCW Chapter 11.94, or until revoked, notwithstanding any uncertainty as to whether the principal is dead or alive. This Power of Attorney shall not be affected by the disability of the principal.

2. Powers. My Attorney-in-Fact shall have full power to exercise or perform any act, power, duty, right, or obligation whatsoever that I may now have or hereafter acquire, in connection with, arising from, or related to any person, item, transaction, property (real or personal, tangible or intangible), or matter whatsoever.

Without limiting the foregoing powers but in extending and/or specifying some of such powers, be it known that my Attorney-in-Fact is hereby authorized:

a. To sell, lease, rent, exchange, mortgage and otherwise deal in and with any and all property, real and personal, belonging to me the same as if he or she were the absolute owner thereof and the authority to sign and deliver any and all deeds, conveyances and other instruments in furtherance thereof;

b. To deposit in or withdraw from any banks, savings and loan association, trust company, or other financial institution any funds, checks, certificates of deposit, or other credits which I now own or subsequently may have on deposit or to which I may be entitled;

c. To endorse, cash and receive the proceeds of any checks, vouchers, certificates of deposit, or other instruments for the payment of money;

d. To have access for all purposes to any and all safety deposit boxes or vaults rented in my name with full power to remove at any time, or from time to time, all or any part of the contents of any such box or vault;

e. To act as my attorney or proxy with respect to any shares of stock, bonds, or other investments including any and all interest in life insurance policies that I may own or have an interest in, which I now hold or subsequently acquire;

f. To have full authority to act with respect to any account maintained with any securities broker by me;

g. To provide for my support, maintenance, health, emergencies and urgent necessities as fully as I could provide or direct, including securing the services of doctors, dentists, medical support personnel, hospital, nursing, convalescent and retirement home care;

h. To request designation as "Representative Payee" as may be necessary for Social Security or Medicare purposes;

i. To provide informed consent for any and all health care decisions on my behalf.

j. To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind necessary and convenient, containing such terms and conditions and such warranties and covenants, if any, as may be necessary to accomplish any of the powers granted to my Attorney-in-Fact.

k. To make gifts of my assets to my beneficiaries as described in my Last Will and Testament then in effect, for purposes of reducing estate taxes that might otherwise become due. In this regard, only gifts which are consistent with my dispositive plan as set forth in my Will shall be valid.

3. Revocation. This power of attorney may be revoked, suspended, or terminated by me by giving written notice to my Attorney-in-Fact.

4. Termination.

a. By Appointment of Guardian. The appointment of a guardian of my estate vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of my person does not so empower the guardian to revoke, suspend or terminate this power of attorney. To the extent that protective proceedings for my person or estate are

hereafter commenced, I hereby nominate my Attorney-in-Fact for consideration by the Court to be appointed as said guardian of my person and/or estate.

b. By Death. My death shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the Attorney-in-Fact.

5. Accounting. My Attorney-in-Fact shall be required to account to any subsequently appointed personal representative or guardian, or, upon revocation by me, to me.

6. Reliance. All persons dealing with my Attorney-in-Fact shall be entitled to presume that this power has become effective and remains effective without proof beyond this Power of Attorney and shall be entitled to rely on the power of attorney so long as the person relying thereupon has no actual knowledge or actual notice to the contrary nor any actual knowledge or actual notice of any revocation, suspension, or termination of the power of attorney by death or otherwise.

My Attorney-in-Fact shall be entitled to rely upon this power of attorney so long as he or she has received no actual knowledge or actual notice of any revocation, suspension or termination by death or otherwise.

Any action so taken, unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees or personal representatives of the principal.

7. Indemnity. My estate and I shall indemnify and hold my Attorney-in-Fact, including any successor Attorney-in-Fact, harmless from all liability for acts done in good faith and not fraudulent as to me. My Attorney-in-Fact shall, when acting, be responsible as a fiduciary.

8. Applicable Law. The laws of the state of Washington shall govern this power of attorney. All masculine pronouns include the corresponding female or neuter pronouns, and the plural shall include the singular.

9. Successor Attorney-in-Fact. If for any reason the foregoing Attorney-in-Fact becomes unable or unwilling to act, I hereby designate my daughter CAROLYN LINEBACK as successor Attorney-in-Fact, provided, however, that this designation of successor Attorney-in-Fact shall only be effective if the undersigned is incapacitated as defined in Paragraph 10 herein. If for any reason the foregoing Attorney-in-Fact becomes unable or unwilling to act, I hereby designate my daughter CHRISTINA MORRIS as successor Attorney-in-Fact, provided, however, that this designation of successor Attorney-in-Fact shall only be effective if the undersigned is incapacitated as defined in Paragraph 10 herein. If for any reason the foregoing Attorney-in-Fact

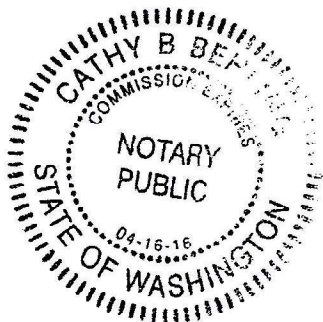


Execution. This power of attorney is signed on this 15 day of May, 2013 to become effective as set forth herein.

JAMES W. ELMER

On this day personally appeared before me JAMES W. ELMER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of May, 2013.



Cathy B. Behr  
Notary Public in and for the State of  
Washington, residing at Spokane.  
My Appointment Expires: 4-16-16

**STATEMENT OF WITNESSES TO THE  
GENERAL POWER OF ATTORNEY OF  
JAMES W. ELMER**

Each of the undersigned states, on this 15th day of May, 2013 as follows:

Witnesses. I am over 18 years of age and competent to be a witness to this Power of Attorney of the principal named above, who is personally known to me.

Principal's Action. The principal, in my presence and in the presence of the other witness whose signature or mark appears with mine below, signed or made his mark on the foregoing instrument and requested that I and the other witness act as witnesses to this Power of Attorney and make this Statement.

Principal's Competency. I believe that at the time of the principal's previously mentioned signing and request the principal was of sound mind and was not acting under any duress, menace, fraud, undue influence or misrepresentation.

Witnesses' Action. The other witness and I, in the presence of the principal and of each other, now affix our signatures as witnesses to this Power of Attorney of the principal and make this Statement.

Kathy Wamble  
Witness

Residing at

13610 E. 12th  
Spokane, Washington

Alan H.  
Witness

Residing at

4360 S. Gray St.  
Spokane, Washington

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

11/01/2021

**Date Rec'd**

10/27/2021

**Clerk's File #**

CPR 2021-0002

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

ACCOUNTING

**Contact Name/Phone**

LEONARD DAVIS 625-6028

**Contact E-Mail**

LDAVIS@SPOKANECITY.ORG

**Agenda Item Type**

Claim Item

**Agenda Item Name**

5600-CLAIMS-2021

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/22/2021.  
Total:\$11,015,720.37 with Parks & Library claims being approved by their respective boards. Claims excluding  
Parks & Library Total:\$10,464,839.40

**Summary (Background)**

Pages 1-40 Check numbers: 582245 - 582372 ACH payment numbers: 95669- 95949 On file for review in City  
Clerks Office: 40 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

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

Expense \$ 10,464,839.40

# Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

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

WALLACE, TONYA

**Council Sponsor****Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 42

APPROVAL FUND SUMMARY

DATE: 10/25/21  
TIME: 07:54  
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	794,210.04
1100	STREET FUND	421,683.26
1200	CODE ENFORCEMENT FUND	8,953.57
1300	LIBRARY FUND	33,541.27
1380	TRAFFIC CALMING MEASURES	1,735.64
1400	PARKS AND RECREATION FUND	53,491.31
1460	PARKING METER REVENUE FUND	13,500.01
1560	FORFEITURES & CONTRIBUTION FND	7,385.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	40,299.29
1625	PUBLIC SAFETY PERSONNEL FUND	12,270.91
1630	COMBINED COMMUNICATIONS CENTER	15,961.67
1640	COMMUNICATIONS BLDG M&O FUND	2,284.97
1680	CD/HS OPERATIONS	7,137.97
1910	CRIMINAL JUSTICE ASSISTANCE FD	423,348.45
1970	FIRE/EMS FUND	279,191.66
3200	ARTERIAL STREET FUND	7,194.00
3502	UNIVERSITY DISTRICT LRF	18,927.82
4100	WATER DIVISION	566,996.55
4250	INTEGRATED CAPITAL MANAGEMENT	162,467.10
4300	SEWER FUND	416,784.04
4480	SOLID WASTE FUND	773,921.31
4600	GOLF FUND	7,331.25
4700	DEVELOPMENT SVCS CENTER	36,050.64
5100	FLEET SERVICES FUND	297,180.68
5200	PUBLIC WORKS AND UTILITIES	9,803.47
5300	IT FUND	33,190.22
5310	IT CAPITAL REPLACEMENT FUND	240,211.57
5400	REPROGRAPHICS FUND	1,306.46
5500	PURCHASING & STORES FUND	4,357.07
5600	ACCOUNTING SERVICES	23,300.17
5700	MY SPOKANE	6,610.76
5750	OFFICE OF PERFORMANCE MGMT	4,568.10
5800	RISK MANAGEMENT FUND	26,829.57
5810	WORKERS' COMPENSATION FUND	4,698.14
5820	UNEMPLOYMENT COMPENSATION FUND	70.80
5830	EMPLOYEES BENEFITS FUND	1,123,316.49
5900	ASSET MANAGEMENT FUND OPS	39,512.16
5902	PROPERTY ACQUISITION POLICE	19,034.16
5903	PROPERTY ACQUISITION FIRE	436.81
6060	EMPLOYEES' RETIREMENT FUND	2,243.11
6070	FIREFIGHTERS' PENSION FUND	11,676.34
6080	POLICE PENSION FUND	110,867.14
6730	PARKING & BUSINESS IMPROV DIST	122,704.71
6960	SALARY CLEARING FUND NEW	2,710,725.26
TOTAL:		8,897,310.92



REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 42

DATE: 10/25/21  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/25/21  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80095736	25,000.00
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80095790	2,100.19
TOTAL FOR 0020 - NONDEPARTMENTAL		27,100.19

## 0030 - POLICE OMBUDSMAN

CHRISTINA COTY	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095681	148.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	876.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	1,120.80
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,420.30

## 0100 - GENERAL FUND

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80095714	179,938.60
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00582274	21,530.32
TOTAL FOR 0100 - GENERAL FUND		201,468.92

## 0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	720.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	2,334.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	3,066.72
TOTAL FOR 0230 - CIVIL SERVICE		6,121.69

## 0260 - CITY CLERK

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/25/21  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80095721	4,020.92
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	330.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	1,429.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	1,881.28

TOTAL FOR 0260 - CITY CLERK	7,662.19
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#### 0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	1,300.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80095785	44.12
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	4,290.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	5,101.31

TOTAL FOR 0320 - COUNCIL	10,735.55
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#### 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	445.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	2,016.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	2,683.84

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	5,145.18
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#### 0370 - ENGINEERING SERVICES

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80095724	97.56
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095854	163.50
DANIEL A BULLER	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00582245	116.00

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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. - 00582352	3,320.00
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80095887	13,567.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00582361	13,410.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	17,550.17
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	1,576.55
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80095716	795.19

TOTAL FOR 0370 - ENGINEERING SERVICES	50,596.63
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#### 0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	625.01
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095766	889.18
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	2,717.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	3,510.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	146.39

TOTAL FOR 0410 - FINANCE	7,888.38
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#### 0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	152.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	754.49
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80095829	25.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80095829	604.47
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095829	275.09

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

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	1,017.45
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TOTAL FOR 0430 - GRANTS MANAGEMENT	2,828.76
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#### 0450 - NEIGHBHD HOUSING HUMAN SVCS

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80095722	46.50
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	208.57
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	266.56
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	145.17

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	-----	741.80
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#### 0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80095706	129.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	528.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	680.64

TOTAL FOR 0470 - HISTORIC PRESERVATION	-----	1,498.82
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#### 0500 - LEGAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095800	687.61
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80095800	59.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	1,935.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80095763	33.12

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

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	9,011.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	11,927.20

TOTAL FOR 0500 - LEGAL	-----	23,653.63
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#### 0520 - MAYOR

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80095722	32.00
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	350.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	1,873.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	1,695.92
TOTAL FOR 0520 - MAYOR		3,951.03

0550 - NEIGHBORHOOD SERVICES

ALEX BARROUK CONSULTING & DEVELOPMENT DBA AIM & BUILD	CONTRACTUAL SERVICES ACH PMT NO. - 80095796	600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	105.00
MARILYN A. LLOYD 3620 E 35TH AVE	PROFESSIONAL SERVICES CHECK NO. - 00582313	500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	838.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	1,098.24
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	156.39
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80095716	20.00
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		3,317.83

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80095852	110.01
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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. - 00582352	1,795.00
JACKIE QUEQUESAH PO BOX 1113	CASH OVER/SHORT CHECK NO. - 00582311	25.00
JENNIFER BURRUS 10115 N COMANCHE DR	CASH OVER/SHORT CHECK NO. - 00582309	60.00
MARK P TRITT 1616 HAMLET LN	CASH OVER/SHORT CHECK NO. - 00582296	50.00
MICHAEL J GRANT 7703 N WARREN LN	CASH OVER/SHORT CHECK NO. - 00582297	10.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80095780	237.00
SOUTH HENRY STUDIOS	ENGINEERING SERVICES	

	ACH PMT NO. - 80095788	1,203.13
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80095789	655.09
UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES	
DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80095725	241.89
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	7,350.99
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	10,853.09
VALLEY EMPIRE COLLECTIONS	CASH OVER/SHORT	
1718 W BROADWAY	CHECK NO. - 00582310	66.35
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80095716	1,391.84
		-----
TOTAL FOR 0560 - MUNICIPAL COURT		24,049.39
0570 - OFFICE OF HEARING EXAMINER		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	510.37
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	683.44
		-----
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,353.81
0580 - OFFICE OF YOUTH		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80095906	11,250.00
		-----
TOTAL FOR 0580 - OFFICE OF YOUTH		11,250.00
0620 - HUMAN RESOURCES		
-----		
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00582306	135.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	637.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	2,247.78
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	2,642.15
		-----
TOTAL FOR 0620 - HUMAN RESOURCES		5,662.43

## 0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80095706	868.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	945.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	3,014.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	4,030.16
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	52.13
TOTAL FOR 0650 - PLANNING SERVICES		8,910.33

## 0680 - POLICE

ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80095797	771.72
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80095801	5,716.76
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00582305	77.12
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095805	69.16

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80095805	7,730.17
DARRELL STIDHAM	OPERATIONAL TRAVEL ACH PMT NO. - 80095838	533.40
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80095807	129.44
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80095809	103.55
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80095812	98.10
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80095813	171.08
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80095811	188.45
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80095814	795.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	83,225.45



JERRY W SWANSON	LOCAL MILEAGE ACH PMT NO. - 80095839	57.96
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80095817	19.79
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80095820	3,316.53
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80095818	163.50
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095819	673.10
MULTICARE HEALTH SYSTEMS DBA MULTICARE HOSPITAL	MEDICAL SERVICES CHECK NO. - 00582314	6,713.00
SOUTH HENRY STUDIOS	PROFESSIONAL SERVICES ACH PMT NO. - 80095788	1,203.12
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00582318	126.72
TENNANT SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095826	353.14
TRI-TECH FORENSICS INC DBA RESCUE ESSENTIALS	OPERATING SUPPLIES ACH PMT NO. - 80095828	2,780.28
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	42,720.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80095829	592.13
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80095829	6,114.76
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095829	1,445.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	25,534.47
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095831	275.95
VOLCANIC MANUFACTURING LLC	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00582319	4,414.50
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	567.27
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582366	159,003.07
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80095833	452.95
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00582367	975.00
ZIPIT WIRELESS INC	SOFTWARE MAINTENANCE	

ACH PMT NO. - 80095836 6,303.00

TOTAL FOR 0680 - POLICE 363,416.43

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00582352 615.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00582361 2,242.07

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80095945 3,021.76

VERIZON WIRELESS CELL PHONE  
ACH PMT NO. - 80095716 248.05

TOTAL FOR 0690 - PROBATION SERVICES 6,126.88

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES  
AUS WEST LOCKBOX ACH PMT NO. - 80095841 6.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80095800 687.61

AVISTA UTILITIES UTILITY NATURAL GAS  
ACH PMT NO. - 80095800 59.61

GORLEY LOGISTICS LLC OPERATING SUPPLIES  
dba FIKES NORTHWEST ACH PMT NO. - 80095859 7.25

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00582352 1,410.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00582361 6,522.91

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80095945 8,041.52

TOTAL FOR 0700 - PUBLIC DEFENDER 16,735.72

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00582352 100.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00582361 636.87

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80095945 837.28

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN 1,574.15

1100 - STREET FUND

ADVANCED TRAFFIC PRODUCTS INC	OPERATING SUPPLIES ACH PMT NO. - 80095669	1,009.96
ADVANCED TRAFFIC PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095669	11,363.90
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095842	211,442.48
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80095842	147.79
CENTURYLINK	TELEPHONE CHECK NO. - 00582336	195.76
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095757	59,108.93
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	225.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80095857	1,052.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	4,910.00
INTERMOUNTAIN SIGN & SAFETY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095692	1,517.83
MACON SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095767	15,629.72
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	100.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80095880	14.33
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80095840	310.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095888	62,307.55
SPECIAL ASPHALT PRODUCTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095890	8,165.70
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	18,423.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	24,528.40
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	750.43
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80095716	479.17

TOTAL FOR 1100 - STREET FUND

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421,683.26

1200 - CODE ENFORCEMENT FUND

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ACRANET CBS BRANCH/DIV OF      BACKGROUND CHECKS  
CBS REPORTING INC      ACH PMT NO. - 80095722      32.00  
  
ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00582352      655.00  
  
US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00582361      3,499.41  
  
US BANK TRAVEL CARD      LODGING  
ACH PMT NO. - 80095829      769.38  
  
US BANK TRAVEL CARD      OTHER TRANSPORTATION EXPENSES  
ACH PMT NO. - 80095829      42.69

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80095945      3,257.80  
  
VERIZON WIRELESS      CELL PHONE  
ACH PMT NO. - 80095716      627.29  
  
VERIZON WIRELESS      IT/DATA SERVICES  
ACH PMT NO. - 80095716      70.00

TOTAL FOR 1200 - CODE ENFORCEMENT FUND

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8,953.57

1300 - LIBRARY FUND

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ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00582352      2,255.00  
  
US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00582361      13,671.08  
  
US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80095945      17,615.19

TOTAL FOR 1300 - LIBRARY FUND

-----  
33,541.27

1380 - TRAFFIC CALMING MEASURES

-----  
ANNICA C EAGLE      LOCAL MILEAGE  
ACH PMT NO. - 80095795      149.19  
  
AVISTA UTILITIES      UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80095732      175.56  
  
DOUGLAS & GORGIANA SUTHERLIN      PHOTO RED FINES  
PO BOX 9280      CHECK NO. - 00582263      42.39  
  
TINA MARIE & ANDREW GEORGE      PHOTO RED FINES  
2822 SHAN DRIVE      CHECK NO. - 00582250      24.00  
  
TOOLE DESIGN GROUP LLC      CONTRACTUAL SERVICES

ACH PMT NO. - 80095895 1,344.50

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 1,735.64

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80095722	575.50
BUDINGER & ASSOCIATES INC	BRIDGES ACH PMT NO. - 80095846	2,304.30
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	395.00

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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. - 00582352	4,742.00
SHI CORP	OPERATING SUPPLIES ACH PMT NO. - 80095785	44.12
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	22,360.31
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80095829	297.59
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80095829	70.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	22,702.49

TOTAL FOR 1400 - PARKS AND RECREATION FUND 53,491.31

1460 - PARKING METER REVENUE FUND

CUMMINS ALLISON CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582286	122.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	526.96
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095766	797.02
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	100.00
PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095822	5,637.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	2,814.98
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	3,500.78

TOTAL FOR 1460 - PARKING METER REVENUE FUND 13,500.01

## 1560 - FORFEITURES &amp; CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN	CONFIDENTIAL FUNDS	
CRAIG MEIDL TRUSTEE	CHECK NO. - 00582317	7,385.00

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	7,385.00
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## 1620 - PUBLIC SAFETY &amp; JUDICIAL GRANT

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80095813	19,808.70
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	741.82
QUEEN B RADIO INC dba	ADVERTISING	
KXLY BROADCAST GROUP	CHECK NO. - 00582307	4,400.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	349.28
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	42.10
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00582366	1,565.28
YWCA	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80095835	13,392.11

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	40,299.29
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## 1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	2,621.73
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00582354	839.39
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	1,389.87
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	637.12
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00582366	6,782.80

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND	12,270.91
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## 1630 - COMBINED COMMUNICATIONS CENTER

FIRSTWATCH SOLUTIONS INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80095913	4,543.90

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	476.02
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582354	1,391.91
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	3,175.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	4,385.56
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	408.95
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582366	1,580.13

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	15,961.67
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1640 - COMMUNICATIONS BLDG M&O FUND

CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80095802	981.00
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80095847	201.65
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095847	626.16
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80095810	307.49
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80095775	168.67

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	2,284.97
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	293.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	3,413.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	3,430.91

TOTAL FOR 1680 - CD/HS OPERATIONS	7,137.97
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80095737	2,555.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	

ACH PMT NO. - 80095789

420,793.45

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD

423,348.45

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 1970 - FIRE/EMS FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80095724	112.60
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80095798	87.50
AT&T MOBILITY	CELL PHONE CHECK NO. - 00582284	12.00
BECKER BUICK-GMC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095844	771.12
BLUE CHIPS LOFTS HOA 1221 W RAILROAD ALLEY # 12	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00582308	19.00
BRENDAN CRAIG	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095718	1,207.92
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80095802	1,962.00
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80095804	3,562.73
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80095810	201.56
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80095810	720.13
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095810	148.89
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80095749	16.82
GALLS LLC	CLOTHING ACH PMT NO. - 80095751	2,467.46
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095863	5,070.73
GRANITE PETROLEUM PO BOX 6167	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00582295	35.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095865	678.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	9,566.62
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582354	41,655.02
INLAND PACIFIC HOSE & FITTINGS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095759	117.06



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095867	91.37
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095872	935.80
KEVIN HAUGHTON	LODGING ACH PMT NO. - 80095837	223.80
KEVIN HAUGHTON	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095837	737.52
KEVIN HAUGHTON	PER DIEM ACH PMT NO. - 80095837	186.50
LEE M VENNING	LODGING ACH PMT NO. - 80095720	361.93
LEE M VENNING	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095720	206.77
LEE M VENNING	PER DIEM ACH PMT NO. - 80095720	875.50
MICHAEL VAUGHAN	LODGING ACH PMT NO. - 80095719	223.80
MICHAEL VAUGHAN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095719	771.12
MICHAEL VAUGHAN	PER DIEM ACH PMT NO. - 80095719	116.50
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80095821	88.08
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES CHECK NO. - 00582315	285.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80095879	18.05
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095879	206.09
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095879	248.74
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80095775	3,035.93
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80095776	261.36
SEFAC USA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095783	725.00
SEFAC USA INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095783	126.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095934	7,728.96
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80095825	1,614.62
SYLVAN PRICE GOODALE & BARBIERI, AGENT	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00582312	19.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	26,552.73
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80095829	540.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	5,682.30
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	65.25
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	11.35
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582366	158,839.63
TOTAL FOR 1970 - FIRE/EMS FUND		279,191.66

3200 - ARTERIAL STREET FUND

VALMONT INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095715	7,194.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		7,194.00

3502 - UNIVERSITY DISTRICT LRF

UNIV DIST PUBLIC DEV AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80095712	18,927.82
TOTAL FOR 3502 - UNIVERSITY DISTRICT LRF		18,927.82

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095723	1,030.12
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095732	49,221.22
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80095741	68.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC	MEDICAL SERVICES
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DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00582306	665.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095748	443.23
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80095858	39.30
GILBERT & BRAUNDA KOCHERHANS 2703 W DELL AVE	REFUNDS CHECK NO. - 00582264	37.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	7,780.00
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	350.00
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80095772	158,126.96
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80095728	299.75
NUKEY REALTY LLC 6419 N MONROE ST	REFUNDS CHECK NO. - 00582265	145.12
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095701	9,104.11
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00582299	79.80
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	265,435.28
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80095789	159.18
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	32,022.85
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80095829	322.40
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80095829	89.27
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	41,577.17

TOTAL FOR 4100 - WATER DIVISION	-----	566,996.55
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4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095846	5,107.65
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GILBERT & BRAUNDA KOCHERHANS 2703 W DELL AVE	REFUNDS CHECK NO. - 00582264	52.12
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095815	3,997.04

HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80095815	6,962.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	810.00
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095921	12,846.30
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095874	4,215.00
MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095878	19,420.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095774	10,025.00
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80095887	6,682.50
PUSH THE ROCK DBA EAGLES WINGS DISC GOLF	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095824	1,911.80
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	58,580.02
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	3,539.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	4,692.96
WILSON & COMPANY INC ENGINEERS & ARCHITECTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80095793	23,625.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		162,467.10
4300 - SEWER FUND		
GILBERT & BRAUNDA KOCHERHANS 2703 W DELL AVE	REFUNDS CHECK NO. - 00582264	63.32
VISTA TITLE & ESCROW 201 W NORTH RIVER DR #205	REFUNDS CHECK NO. - 00582266	20.25
TOTAL FOR 4300 - SEWER FUND		83.57
4310 - SEWER MAINTENANCE DIVISION		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095723	5.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	2,335.00
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	250.00

PRORATE AND FUEL TAX DEPT OF LICENSING	WA DEPT OF REVENUE CHECK NO. - 00582363	2,628.70
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	66,971.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	9,297.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	12,036.11

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	93,524.11
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4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80095726	554.00
AMETEK TECHNICAL & INDUSTRIAL PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095729	12,095.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095842	113,403.33
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80095842	13.74
CENTURYLINK	TELEPHONE CHECK NO. - 00582285	73.76
CHASE A IRVINE	PERMITS/OTHER FEES CHECK NO. - 00582289	169.00
CHRIS PYLES	MINOR SAFETY EQUIPMENT CHECK NO. - 00582316	180.00
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80095740	2,824.17
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095742	6,193.32
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	125.00
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095747	9,958.14

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80095749	125.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	6,095.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80095758	7,559.65
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095868	62.40
JOHNSON CONTROLS FIRE	BUILDING REPAIRS/MAINTENANCE	

PROTECTION LP	ACH PMT NO. - 80095761	2,518.50
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80095871	510.30
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095876	2,274.84
MICHIO J TERAQ	MINOR SAFETY EQUIPMENT CHECK NO. - 00582270	350.00
NALCO CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095770	626.75
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80095777	11,839.17
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00582273	960.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	66,527.64
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES CHECK NO. - 00582288	86.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	25,997.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	34,575.96
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,088.58

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TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	306,786.65
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095732	3,485.04
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	115.00

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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. - 00582352	1,410.00
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	50.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES CHECK NO. - 00582288	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	4,568.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	5,982.73

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TOTAL FOR 4330 - STORMWATER	15,745.83
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## 4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	244.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	324.64
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		643.88

## 4480 - SOLID WASTE FUND

GILBERT & BRAUNDA KOCHERHANS 2703 W DELL AVE	REFUNDS CHECK NO. - 00582264	77.96
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00582299	2,571.56
VISTA TITLE & ESCROW 201 W NORTH RIVER DR #205	REFUNDS CHECK NO. - 00582266	7.46
TOTAL FOR 4480 - SOLID WASTE FUND		2,656.98

## 4490 - SOLID WASTE DISPOSAL

ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80095745	2,497.68
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095753	460.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	3,625.00

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80095920	768.41
LATESHA WOOD DBA LEGACY LEARNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80095902	4,166.00
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80095875	7,400.00
MEASURE TECH INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095924	455.15
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80095900	1,300.00
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80095882	583.25
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095926	7,363.20

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	28,181.69
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80095789	1,385.26
THE BABCOCK & WILCOX COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80095733	797.89
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	20,049.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	25,241.86
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	41.46

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	104,317.53
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4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095732	1,001.54
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80095732	274.33
CENTURYLINK	TELEPHONE CHECK NO. - 00582246	66.98
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80095678	7,647.76
CODEY STEVENS 2623 E SHARP AVE	PERMITS/OTHER FEES CHECK NO. - 00582267	40.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	TELEPHONE ACH PMT NO. - 80095679	155.67
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	485.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	3,950.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	90,528.73
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	19,998.62
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80095829	222.11
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095829	8.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	25,789.02



TOTAL FOR 4500 - SOLID WASTE COLLECTION 150,168.26

4530 - SOLID WASTE LANDFILLS

GLACIER CONSTRUCTION SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095914	378,558.81
GLACIER CONSTRUCTION SERVICES INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80095914	100,197.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	75.00
JACOBS ENGINEERING GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095816	32,883.64
JACOBS ENGINEERING GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80095816	2,178.08
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80095707	1,870.00
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00582272	610.42
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	176.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	229.04

TOTAL FOR 4530 - SOLID WASTE LANDFILLS 516,778.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	519.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	4,061.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	2,750.65

TOTAL FOR 4600 - GOLF FUND 7,331.25

4700 - DEVELOPMENT SVCS CENTER

BAND CONSTRUCTION INC 1802 E TRENT AVE STE B	PERMIT REFUNDS PAYABLE CHECK NO. - 00582249	250.00
BILLS HEATING AND AC PO BOX 585	PERMIT REFUNDS PAYABLE CHECK NO. - 00582252	45.00
CDW GOVERNMENT INC	COMPUTERS ACH PMT NO. - 80095738	1,299.44
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80095706	330.63

ELECTRIC SMITH INC 5150 N FREYA	PERMIT REFUNDS PAYABLE CHECK NO. - 00582254	20.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	2,619.00
JERRY BRANDA BRANDA BUILDING & DESIGN LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00582253	70.00
KNITTING FACTORY SPOKANE 919 W SPRAGUE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00582255	300.00
MAINSTREAM ELECTRIC INC TODD DAMSCHEN	PERMIT REFUNDS PAYABLE CHECK NO. - 00582257	70.00
MICHAEL G METRO 2324 S SOUTHEAST BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00582247	20.00
MICHAEL J BLACKMON DBA NORTHWEST SAFETY	REGISTRATION/SCHOOLING ACH PMT NO. - 80095773	100.00
NORTHWEST ELECTRIC & SOLAR DEREK WHITE	PERMIT REFUNDS PAYABLE CHECK NO. - 00582258	15.00
STURM HEATING & A/C JON LUNDY	PERMIT REFUNDS PAYABLE CHECK NO. - 00582262	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	12,847.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80095829	411.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	16,501.68
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	207.32
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80095716	30.00
ZIEGLER LUMBER COMPANY ERIC WARD	PERMIT REFUNDS PAYABLE CHECK NO. - 00582248	839.00

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	36,050.64
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5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582334	2,967.27
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582335	158.55
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80095732	20,342.10
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80095732	4,016.67

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80095732	52.25
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095734	3,249.43
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095893	10,306.98
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095861	22,069.06
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095845	239.80
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80095849	2,018.22
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80095850	97,687.06
COMMERCIAL TIRE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095853	381.00
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095742	1,934.14

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00582306	80.00
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582338	1,925.66
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80095856	1,905.05
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095863	3,467.01
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095864	1,007.56
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095855	17,873.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	1,785.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582340	17,882.91
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095867	646.16
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582341	538.01
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095762	83.85
LITHIA OF SPOKANE INC LITHIA MOTORS SUPPORT SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095765	1,691.83
MCCLOUGHLIN & EARDLEY GROUP	VEHICLE REPAIR & MAINT SUPPLY	

dba SIRENNET.COM	ACH PMT NO. - 80095787	796.18
MOTION AUTO SUPPLY PARTS WHOLESALEERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095877	1,213.49
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80095879	48.49
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095879	988.74
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095881	651.13
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095925	535.26
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80095883	30.57
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582343	114.61

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095884	4,163.55
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095885	1,536.88
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095885	106.98
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00582273	15,148.84
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095782	172.05
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095904	446.85
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582345	1,067.22
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582346	397.08
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095702	5,522.13
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095891	2,822.69
ST JOHN HARDWARE & IMPLEMENT CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095892	69.82
TITAN TRUCK EQUIPMENT	LUBRICANTS ACH PMT NO. - 80095894	194.39
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095894	2,640.47
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095897	5,331.34

TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582347	195.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	8,230.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	10,916.70
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095901	3,410.86
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80095915	2,484.01
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80095862	13,635.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5100 - FLEET SERVICES FUND	297,180.68
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5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	860.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582299	309.04
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	3,694.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	4,939.96

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	9,803.47
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5300 - IT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	2,556.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	13,708.47
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80095829	233.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	16,692.55

TOTAL FOR 5300 - IT FUND	33,190.22
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5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80095806	240,211.57
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

240,211.57

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	120.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	505.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	681.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5400 - REPROGRAPHICS FUND

1,306.46

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	485.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	1,673.22
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80095829	21.88-
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	2,220.73

TOTAL FOR 5500 - PURCHASING & STORES FUND

4,357.07

5600 - ACCOUNTING SERVICES

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80095722	46.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582352	2,145.00
ROBERT HALF INTERNATIONAL INC dba: ACCOUNTEMPS;OFFICETEAM	CONTRACTUAL SERVICES ACH PMT NO. - 80095781	2,432.70
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00582361	7,963.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80095945	10,570.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80095716	62.13
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80095716	80.04

TOTAL FOR 5600 - ACCOUNTING SERVICES

23,300.17

## 5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	360.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	2,667.57
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	3,531.06

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80095716	52.13

TOTAL FOR 5700 - MY SPOKANE	6,610.76
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## 5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	1,929.46
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	2,188.64

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	4,568.10
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## 5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	35.00
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80095830	26,444.45
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	131.20
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	218.92

TOTAL FOR 5800 - RISK MANAGEMENT FUND	26,829.57
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## 5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	420.00
MICHAEL J BLACKMON	PROFESSIONAL SERVICES	
DBA NORTHWEST SAFETY	ACH PMT NO. - 80095773	135.00
OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	
OF WASHINGTON PS	CHECK NO. - 00582342	94.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	1,329.76

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	1,718.88
VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	ACH PMT NO. - 80095792	1,000.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	-----	4,698.14
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	7.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	33.91
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	29.39
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	-----	70.80

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80095910	33,859.91
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80095917	2,633.75
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	235.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80095919	98,848.85
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80095823	287,952.18
REHN & ASSOCIATES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80095779	594.00
SPOKANE FIRE FIGHTERS BENEFIT	INSURANCE PREMIUMS	
TRUST	ACH PMT NO. - 80095937	697,463.08
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	760.26
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	969.46
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	-----	1,123,316.49

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80095730	17.00



AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80095731	16,558.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY NATURAL GAS	
	ACH PMT NO. - 80095731	426.52
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095851	2,797.43
CONCRETE CUTTERS INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00582337	1,376.50
COPIERS NORTHWEST INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80095741	2,972.81
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095750	431.24
FIVE STAR PLUMBING	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095860	1,212.49
FIVE STAR PLUMBING	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80095860	194.90
HERRES BACKFLOW & CONSTRUCTION LLC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00582339	379.48
HERRES BACKFLOW & CONSTRUCTION LLC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00582339	65.71
HOME DEPOT USA INC	OPERATING SUPPLIES	
THE HOME DEPOT PRO-SUPPLYWORKS	ACH PMT NO. - 80095760	779.78
IBEX FLOORING LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095866	427.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00582352	315.00
IRS ENVIRONMENTAL INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095870	1,354.88
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00582348	1,434.22
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00582348	226.72
PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095886	327.00
PLUMB LOCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80095886	163.50
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00582344	1,098.72
THE FA BARTLETT TREE EXPERT	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80095843	2,138.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY	
	CHECK NO. - 00582361	2,067.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	2,746.88

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	39,512.16
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5902 - PROPERTY ACQUISITION POLICE

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80095806	19,034.16

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	19,034.16
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5903 - PROPERTY ACQUISITION FIRE

NAPA AUTO PARTS	VEHICLES	
GENUINE PARTS CO	ACH PMT NO. - 80095879	140.65
WHITE'S BOOT INC	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80095834	296.16

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	436.81
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6080 - POLICE PENSION FUND

US BANK TRUST NA	PURCHASE OF INVESTMENTS	
OR CITY OF SPOKANE	ACH PMT NO. - 80095713	100,000.00

TOTAL FOR 6080 - POLICE PENSION FUND	100,000.00
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6100 - RETIREMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582352	260.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	859.51
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	1,123.60

TOTAL FOR 6100 - RETIREMENT	2,243.11
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6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80095910	2,941.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80095823	8,735.34

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		11,676.34
6300 - POLICE PENSION		
-----		
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80095910	1,628.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80095823	9,239.14
TOTAL FOR 6300 - POLICE PENSION		10,867.14
6730 - PARKING & BUSINESS IMPROV DIST		
-----		
BODY BY MICHELLE 221 N WALL ST # 200	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00582292	155.00
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80095736	118,331.92
HUGHES & NELSON 505 W RIVERSIDE AVE # 600	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00582293	95.82
RIVERSIDE AND POST LLC C/O BLACK REALTY MANAGEMENT	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00582294	1,157.27
WINSTON & CASHATT PS 601 W RIVERSIDE AVE # 1900	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00582291	146.29
WONDER SPOKANE LLC 210 UNIVERSITY BLVD SUITE 410	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00582290	2,818.41
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		122,704.71
6960 - SALARY CLEARING FUND NEW		
-----		
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80095905	20,282.38
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00582349	738.84
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00582350	200.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80095911	105.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80095912	20.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00582351	959.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/25/21 PAGE 38
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00582352	265,865.33

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00582352	15,317.19
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00582353	53,765.95
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00582354	300.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00582354	79,836.64
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00582365	972.28
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80095922	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80095923	2,712.91
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00582355	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00582356	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00582357	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80095916	628.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00582358	410.97
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80095927	3,763.98
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80095927	15,481.58
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80095935	58,760.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80095935	3,026.80
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80095936	1,428.20
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80095930	712.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80095931	3,184.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80095938	896.55
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80095933	24,925.95
SPOKANE POLICE K-9 MEMBERSHIP	POLICE K9 MEMBERSHIP FUND	

FUND	ACH PMT NO. - 80095932	90.00
SPOKANE POLICE SWAT TEAM	SPOKANE POLICE SWAT TEAM	
%SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80095940	430.00
SPOKANE POLICE TACTICAL TEAM	SPOKANE POLICE TACTICAL TEAM	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80095942	288.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E)	
	ACH PMT NO. - 80095939	11,344.45
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD	
	ACH PMT NO. - 80095939	221.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE	
	ACH PMT NO. - 80095939	2,354.40
STATE DISBURSMENT UNIT	STATE DISBURSEMENT UNIT	
ATTN: EMPLOYER PAYMENTS	CHECK NO. - 00582359	297.67
UNITED STATES TREASURY	UNITED STATES TREASURY	
INTERNAL REVENUE SERVICE/ ACS	CHECK NO. - 00582360	12.50
UNITED WAY	UNITED WAY	
	ACH PMT NO. - 80095944	290.00
US BANK OR CITY TREASURER	FICA WITHHOLDING-CITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	269,761.93
US BANK OR CITY TREASURER	FIT WITHHOLDING-CITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	765,393.39
US BANK OR CITY TREASURER	MEDI WITHHOLDING-CITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00582361	109,970.10
US BANK TRUST NA	CITY RETIREMENT SYSTEM	
OR CITY OF SPOKANE	ACH PMT NO. - 80095945	421,277.23
WA GET PROGRAM	WA GET PROGRAM	
	CHECK NO. - 00582362	345.00
WA ST COUNCIL OF CITY & COUNTY	WA ST COUNCIL OF CITY&CO EMPL	
EMPLOYEES	ACH PMT NO. - 80095948	27,067.82
WA STATE SUPPORT REGISTRY OR	WA STATE CHILD SUPPORT	
CITY OF SPOKANE TREASURER	CHECK NO. - 00582364	15,461.60
WASHINGTON LEOFF	DEPT OF RET SYS-LEOFF 2	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00582366	530,396.62
WESTERN STATES POLICE MEDICAL	NW PUBLIC EMP MEDICAL TRUST	
TRUST	CHECK NO. - 00582367	650.00

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WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO	
	CHECK NO. - 00582368	291.20

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	2,710,725.26
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TOTAL CLAIMS	8,897,310.92
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,182.86	24.97	
00582245	DANIEL A BULLER	116.00		
00582246	CENTURYLINK	66.98		
00582247	MICHAEL G METRO	20.00		
00582248	ZIEGLER LUMBER COMPANY	839.00		
00582249	BAND CONSTRUCTION INC	250.00		
00582250	TINA MARIE & ANDREW GEORGE	24.00		
00582251	BILLS HEATING AND AC	30.00		
00582252	BILLS HEATING AND AC	15.00		
00582253	JERRY BRANDA	70.00		
00582254	ELECTRIC SMITH INC	20.00		
00582255	KNITTING FACTORY SPOKANE	300.00		
00582256	MAINSTREAM ELECTRIC INC	25.00		
00582257	MAINSTREAM ELECTRIC INC	45.00		
00582258	NORTHWEST ELECTRIC & SOLAR	15.00		
00582259	STURM HEATING & A/C	15.00		
00582260	STURM HEATING & A/C	15.00		
00582261	STURM HEATING & A/C	20.00		
00582262	STURM HEATING & A/C	25.00		
00582263	DOUGLAS & GORGIANA SUTHERLIN	42.39		
00582264	GILBERT & BRAUNDA KOCHERHANS	230.84		
00582265	NUKEY REALTY LLC	145.12		
00582266	VISTA TITLE & ESCROW	27.71		
00582267	CODEY STEVENS	40.00		
00582268	SIGN MAN INC	283.14		
00582269	SIX ROBBLEES INC	55.79		
00582270	MICHIO J TERAQ	350.00		
00582271	TRUCKPRO HOLDING CORPORATION	187.31		
00582272	UNITED RENTALS NW INC	610.42		
00582273	PRORATE AND FUEL TAX	16,108.84		
00582274	WA STATE DEPT OF REVENUE	21,530.32		
00582275	BLOOMBERG FINANCE LP		6,855.00	
00582276	CENTER POINT PUBLISHING INC		277.44	
00582277	CENTURYLINK		280.76	
00582278	PURE FILTRATION PRODUCTS INC		722.67	
00582279	SPOKANE PUBLIC LIBRARY IMPRE		935.50	
00582280	CENTURYLINK			79.62
00582281	GANZ USA LLC			249.45
00582282	PEROVICH PARTNERS INC			120.44
00582283	SPOKANE CITY TREASURER			5,542.80
00582284	AT&T MOBILITY	12.00		
00582285	CENTURYLINK	73.76		
00582286	CUMMINS ALLISON CORP	122.79		
00582287	DIRECT AUTOMOTIVE DISTRIBUTI	1,093.43		
00582288	TESTAMERICA LABORATORIES INC	221.00		
00582289	CHASE A IRVINE	169.00		
00582290	WONDER SPOKANE LLC	2,818.41		
00582291	WINSTON & CASHATT PS	146.29		
00582292	BODY BY MICHELLE	155.00		
00582293	HUGHES & NELSON	95.82		
00582294	RIVERSIDE AND POST LLC	1,157.27		
00582295	GRANITE PETROLEUM	35.00		
00582296	MARK P TRITT	50.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00582297	MICHAEL J GRANT	10.00		
00582298	O'REILLY AUTOMOTIVE STORES I	82.60		
00582299	SPOKANE CITY TREASURER OR	579,185.24		
00582302	COMMUNITY COLLEGES OF SPOKAN			258.75
00582303	STANDARD PLUMBING & HEATING			1,069.29
00582304	WA STATE DEPT OF REVENUE			104,220.62
00582305	CENTURYLINK	77.12		
00582306	DGT ENTERPRISES LLC	2,225.00		
00582307	QUEEN B RADIO INC dba	4,400.00		
00582308	BLUE CHIPS LOFTS HOA	19.00		
00582309	JENNIFER BURRUS	60.00		
00582310	VALLEY EMPIRE COLLECTIONS	66.35		
00582311	JACKIE QUEQUESAH	25.00		
00582312	SYLVAN PRICE	19.00		
00582313	MARILYN A. LLOYD	500.00		
00582314	MULTICARE HEALTH SYSTEMS	6,713.00		
00582315	MULTICARE HEALTH SYSTEMS	285.00		
00582316	CHRIS PYLES	180.00		
00582317	CRAIG MEIDL OR JUSTIN LUNDGR	7,385.00		
00582318	SPRINT SOLUTIONS INC	126.72		
00582319	VOLCANIC MANUFACTURING LLC	4,414.50		
00582334	ADAMS TRACTOR CO INC	2,967.27		
00582335	ADVANCE AUTO PARTS	158.55		
00582336	CENTURYLINK	195.76		
00582337	CONCRETE CUTTERS INC	1,376.50		
00582338	DIRECT AUTOMOTIVE DISTRIBUTI	832.23		
00582339	HERRES BACKFLOW & CONSTRUCTI	445.19		
00582340	INDUSTRIAL WELDING CO INC	17,882.91		
00582341	JIT TRUCK PARTS LLC	538.01		
00582342	OCCUPATIONAL HEALTH CENTERS	94.50		
00582343	O'REILLY AUTOMOTIVE STORES I	32.01		
00582344	ROTO-ROOTER/DIV OF	1,098.72		
00582345	SIGN MAN INC	784.08		
00582346	SIX ROBBLEES INC	341.29		
00582347	TRUCKPRO HOLDING CORPORATION	8.17		
00582348	NATIONSERVE	1,660.94		
00582349	CHILD SUPPORT SERVICES	738.84		
00582350	DANIEL H BRUNNER, TRUSTEE	200.00		
00582351	HUMAN RESOURCES	959.00		
00582352	ICMA RETIREMENT TRUST 457	445,978.13		
00582353	ICMA RETIREMENT TRUST 457 LO	53,765.95		
00582354	ING LIFE INSURANCE & ANNUITY	124,022.96		
00582355	NEW JERSEY SUPPORT PAYMENT	162.50		
00582356	OFFICE OF THE ATTORNEY GENER	273.50		
00582357	PEOPLE QUALIFIED COMMITTEE	7.00		
00582358	PRE-PAID LEGAL SERVICES INC	410.97		
00582359	STATE DISBURSMENT UNIT	297.67		
00582360	UNITED STATES TREASURY	12.50		
00582361	US BANK OR CITY TREASURER	1,524,668.33		
00582362	WA GET PROGRAM	345.00		
00582363	PRORATE AND FUEL TAX	2,628.70		
00582364	WA STATE SUPPORT REGISTRY OR	15,461.60		
00582365	JUNE WALLACE	972.28		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00582366	WASHINGTON LEOFF	858,167.53		

00582367	WESTERN STATES POLICE MEDICA	1,625.00	
00582368	WSCCCE, AFSCME, AFL-CIO	291.20	
00582369	PLANET TURF		5,505.05
00582370	ANA TRUSTY	79.74	
00582371	SPOKANE COUNTY TITLE CO	600.00	
00582372	WFG NATIONAL TITLE INSURANCE	550.00	
80095669	ADVANCED TRAFFIC PRODUCTS IN	12,373.86	
80095670	AEG PRESENTS LLC		22,193.04
80095671	ALS LABORATORY GROUP	130.00	
80095672	AVISTA UTILITIES		5,367.67
80095673	A-L COMPRESSED GASES		117.72
80095674	BAKER & TAYLOR BOOKS		7,634.60
80095675	SECURITY SOLUTIONS NORTHWEST		8,019.00
80095676	CDW GOVERNMENT INC		5,085.90
80095677	CENGAGE LEARNING INC		22.06
80095678	CINTAS CORPORATION NO 3	7,647.76	
80095679	COMCAST	155.67	
80095680	CONTRACT DESIGN ASSOCIATES I		4,954.32
80095681	CHRISTINA COTY	148.29	
80095682	EDNETICS INC		58,089.38
80095683	EDUCATIONAL & MARTIAL ARTS		180.00
80095684	EVCO SOUND & ELECTRONICS		226.18
80095685	FILTERBUY INC		1,612.78
80095686	GARCO CONSTRUCTION INC		90,638.41
80095687	GORDON PRODUCTS INC		109.00
80095688	AMY GUREL		122.50
80095689	INGRAM LIBRARY SERVICES LLC		55.21
80095690	INLAND POWER & LIGHT CO		101.63
80095691	HOME DEPOT USA INC		6,950.73
80095692	INTERMOUNTAIN SIGN & SAFETY	1,517.83	
80095693	JACKHAMMER PROMOTIONS INC		560.69
80095694	JAVA CONNECTIONS LLC		15,777.75
80095695	MIDWEST TAPE		214.81
80095696	NATIONAL COLOR GRAPHICS INC		587.51
80095697	OPTO INTERMEDIATE HOLDCO INC		57,310.30
80095698	OVERDRIVE INC		10,911.61
80095699	OXARC INC		6.21
80095700	PERKINS COIE LLP		6,832.80
80095701	SITEONE LANDSCAPE SUPPLY LLC	9,104.11	
80095702	SOLID WASTE SYSTEMS INC	5,522.13	
80095703	SPOKANE HOUSE OF HOSE INC	57.99	
80095704	SPOKANE POWER TOOL & HDWE		6,472.25
80095705	SPOKANE TRANSIT AUTHORITY		11,267.70
80095706	COWLES PUBLISHING COMPANY	1,329.01	
80095707	STARPLEX CORP	1,870.00	
80095708	STRATA GEOTECHNICAL ENGINEER		1,298.75
80095709	BRAD L WHITE	9,857.17	
80095710	TITAN TRUCK EQUIPMENT	1,935.94	
80095711	TRANSPORT EQUIPMENT INC	2,223.96	
80095712	UNIV DIST PUBLIC DEV AUTHORI	18,927.82	
80095713	US BANK TRUST NA	100,000.00	
80095714	US BANK P CARD PAYMENTS	179,938.60	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80095715	VALMONT INDUSTRIES INC	7,194.00		
80095716	VERIZON WIRELESS	6,890.22		
80095717	WESTERN STATES EQUIPMENT CO	2,206.02		
80095718	BRENDAN CRAIG	1,207.92		
80095719	MICHAEL VAUGHAN	1,111.42		



80095720	LEE M VENNING	1,444.20	
80095721	ACCESS INFORMATION HOLDINGS	4,020.92	
80095722	ACRANET CBS BRANCH/DIV OF	732.50	
80095723	ACTION MATERIALS	1,035.12	
80095724	ALLIED ENVELOPE	210.16	
80095725	UNIVERSAL PROTECTION SERVICE	241.89	
80095726	ALS LABORATORY GROUP	424.00	
80095727	ALSCO DIVISION OF ALSCO INC	70.33	
80095728	NORTHWEST INDUSTRIAL SERVICE	299.75	
80095729	AMETEK TECHNICAL & INDUSTRIA	12,095.28	
80095730	ARAMARK UNIFORM SERVICES	17.00	
80095731	AVISTA CORPORATION	16,985.05	
80095732	AVISTA UTILITIES	372,993.48	
80095733	THE BABCOCK & WILCOX COMPANY	797.89	
80095734	BATTERY SYSTEMS INC	3,249.43	
80095735	BUCK'S TIRE & AUTOMOTIVE	130.80	
80095736	DOWNTOWN SPOKANE PARTNERSHIP	143,331.92	
80095737	CATHOLIC CHARITIES	2,555.00	
80095738	CDW GOVERNMENT INC	1,299.44	
80095739	CINTAS CORPORATION NO 3	943.17	
80095740	CITY SERVICE VALCON LLC	2,824.17	
80095741	COPIERS NORTHWEST INC	3,041.16	
80095742	CUMMINS NORTHWEST LLC	8,127.46	
80095743	DESIGN WORKSHOP INC		28,721.97
80095744	GWP HOLDINGS LLC	10,537.50	
80095745	ELJAY OIL CO INC	2,497.68	
80095746	EMPIRE SPRAY SERVICE		3,379.00
80095747	ENDRESS+HAUSER INC	9,958.14	
80095748	FASTENAL CO	443.23	
80095749	FEDERAL EXPRESS CORP/DBA FED	141.86	
80095750	FIREPOWER INC	431.24	
80095751	GALLS LLC	2,467.46	
80095752	BRIDGESTONE AMERICAS INC	13,051.54	
80095753	GENERAL KINEMATICS CORPORATI	460.69	
80095754	WINGFOOT COMMERCIAL TIRE	13,340.91	
80095755	GORDON TRUCK CENTERS INC DBA	135.93	
80095756	GRAINGER INC	880.35	
80095757	CPM DEVELOPMENT CORP DBA	59,108.93	
80095758	INLAND ENVIRONMENTAL RESOURC	7,559.65	
80095759	INLAND PACIFIC HOSE & FITTIN	756.68	
80095760	HOME DEPOT USA INC	779.78	
80095761	JOHNSON CONTROLS FIRE	2,518.50	
80095762	KENWORTH SALES COMPANY	83.85	
80095763	LANGUAGE LINE SERVICES	33.12	
80095764	LIDERANCA GROUP INC		15,000.00
80095765	LITHIA OF SPOKANE INC	1,691.83	
80095766	LOOMIS ARMORED US INC	1,686.20	
80095767	MACON SUPPLY INC	15,629.72	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80095768	MID CITY CONCERNS INC			1,543.75
80095769	MOTION AUTO SUPPLY	178.52		
80095770	NALCO CO	626.75		
80095771	NAPA AUTO PARTS	389.82		
80095772	NEPTUNE TECHNOLOGY GROUP INC	158,126.96		
80095773	MICHAEL J BLACKMON	1,085.00		
80095774	PARAMETRIX INC	10,025.00		
80095775	PATRIOT FIRE PROTECTION INC	3,204.60		
80095776	POINTE PEST CONTROL	261.36		

80095777	POLYDYNE INC	11,839.17	
80095778	POWER CITY ELECTRIC INC		8,581.93
80095779	REHN & ASSOCIATES	594.00	
80095780	RIVER PARK SQUARE LLC	237.00	
80095781	ROBERT HALF INTERNATIONAL IN	2,432.70	
80095782	RWC INTERNATIONAL LTD	172.05	
80095783	SEFAC USA INC	851.10	
80095784	SHAMROCK MANUFACTURING INC	17,499.02	
80095785	SHI CORP	88.24	
80095786	SINTO SENIOR CENTER		6,434.17
80095787	MCLOUGHLIN & EARDLEY GROUP	796.18	
80095788	SOUTH HENRY STUDIOS	2,406.25	
80095789	SPOKANE COUNTY TREASURER	422,992.98	
80095790	SPOKANE TRANSIT AUTHORITY	2,100.19	
80095791	STANLEY CONVERGENT SECURITY		2,827.35
80095792	VICTOR J GIAMPIETRI II	1,000.00	
80095793	WILSON & COMPANY INC	23,625.00	
80095794	WRIGHTSON, JOHNSON, HADDON,		1,150.00
80095795	ANNICA C EAGLE	149.19	
80095796	ALEX BARROUK CONSULTING &	600.00	
80095797	ALL ABOUT TOWING SERVICES	771.72	
80095798	ALSCO DIVISION OF ALSCO INC	17.17	
80095799	NORTHWEST INDUSTRIAL SERVICE	106.28	
80095800	AVISTA UTILITIES	1,494.43	
80095801	BEACON SERVICE INC	5,716.76	
80095802	CAMTEK INC	2,943.00	
80095803	CATHOLIC CHARITIES	56,440.95	
80095804	CITY SERVICE VALCON LLC	3,562.73	
80095805	COPIERS NORTHWEST INC	7,799.33	
80095806	DELL MARKETING LP	259,245.73	
80095807	DIVINES TOWING/DIV OF	129.44	
80095808	EAST CENTRAL COMMUNITY	6,148.55	
80095809	EVERGREEN STATE TOWING LLC	103.55	
80095810	FASTENAL CO	1,378.07	
80095811	GORLEY LOGISTICS LLC	188.45	
80095812	FIREPOWER INC	98.10	
80095813	GALLS LLC	19,979.78	
80095814	GRAINGER INC	795.38	
80095815	HDR ENGINEERING INC	10,959.14	
80095816	JACOBS ENGINEERING GROUP INC	35,061.72	
80095817	LANGUAGE LINE SERVICES	19.79	
80095818	LEXIS-NEXIS RISK & ANALYTICS	163.50	
80095819	LOOMIS ARMORED US INC	673.10	
80095820	LAURI WEINMANN	3,316.53	

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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80095821	MR CAR WASH	88.08		
80095822	PASSPORT LABS INC	5,637.48		
80095823	PREMERA BLUE CROSS OR	305,926.66		
80095824	PUSH THE ROCK	1,911.80		
80095825	STERICYCLE INC	1,614.62		
80095826	TENNANT SALES & SERVICE	353.14		
80095827	TRANSITIONS DBA TRANSITIONAL	14,353.60		
80095828	TRI-TECH FORENSICS INC	2,780.28		
80095829	US BANK TRAVEL CARD	12,041.79		
80095830	US BANK OR CITY TREASURER	26,444.45		
80095831	VERIZON WIRELESS	275.95		
80095832	VOLUNTEERS OF AMERICA OF	25,335.90		
80095833	WEST CENTRAL COMMUNITY	452.95		

80095834	WHITE'S BOOT INC	296.16
80095835	YWCA	62,112.19
80095836	ZIPIT WIRELESS INC	6,303.00
80095837	KEVIN HAUGHTON	1,147.82
80095838	DARRELL STIDHAM	533.40
80095839	JERRY W SWANSON	57.96
80095840	NORTHWEST INDUSTRIAL SERVICE	310.00
80095841	ARAMARK UNIFORM SERVICES	6.82
80095842	AVISTA UTILITIES	30,582.57
80095843	THE FA BARTLETT TREE EXPERT	2,138.23
80095844	BECKER BUICK-GMC INC	771.12
80095845	BUCK'S TIRE & AUTOMOTIVE	109.00
80095846	BUDINGER & ASSOCIATES INC	7,411.95
80095847	CAMTEK INC	827.81
80095848	CATHOLIC CHARITIES	260,691.78
80095849	CINTAS CORPORATION NO 3	1,075.05
80095850	CITY SERVICE VALCON LLC	97,687.06
80095851	COEUR D'ALENE SERVICE STATIO	2,797.43
80095852	COMCAST	110.01
80095853	COMMERCIAL TIRE INC	381.00
80095854	COPIERS NORTHWEST INC	163.50
80095855	GWP HOLDINGS LLC	7,336.32
80095856	EVERGREEN STATE TOWING LLC	1,905.05
80095857	FASTENAL CO	1,052.46
80095858	FEDERAL EXPRESS CORP/DBA FED	39.30
80095859	GORLEY LOGISTICS LLC	7.25
80095860	FIVE STAR PLUMBING	1,407.39
80095861	BRIDGESTONE AMERICAS INC	9,017.52
80095862	WINGFOOT COMMERCIAL TIRE	294.49
80095863	GORDON TRUCK CENTERS INC DBA	8,401.81
80095864	GRAINGER INC	127.21
80095865	HUGHES FIRE EQUIPMENT INC	678.44
80095866	IBEX FLOORING LLC	427.28
80095867	INLAND PACIFIC HOSE & FITTIN	97.91
80095868	INLAND POWER & LIGHT CO	62.40
80095869	INTERFAITH HOSPITALITY	10,102.37
80095870	IRS ENVIRONMENTAL INC	1,354.88
80095871	K & L GATES LLP	510.30
80095872	KENWORTH SALES COMPANY	935.80
80095873	GEOCKO INC.	800,252.07

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CITY OF SPOKANE

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80095874	LSB CONSULTING ENGINEERS PLL	4,215.00		
80095875	MCCOY POWER CONSULTANTS INC	7,400.00		
80095876	MCKINSTRY CO LLC	2,274.84		
80095877	MOTION AUTO SUPPLY	1,034.97		
80095878	MURRAYSMITH INC	19,420.00		
80095879	NAPA AUTO PARTS	1,260.94		
80095880	NORCO INC	14.33		
80095881	NORLIFT INC	651.13		
80095882	OIL RE-REFINING CO INC	583.25		
80095883	OXARC INC	30.57		
80095884	PACWEST MACHINERY LLC	4,163.55		
80095885	PAPE MACHINERY INC	1,643.86		
80095886	PLUMB LOCO INC	490.50		
80095887	PMTECH INC	20,250.00		
80095888	SHAMROCK MANUFACTURING INC	44,808.53		
80095889	SPOKANE NEIGHBORHOOD ACTION	86,663.11		
80095890	SPECIAL ASPHALT PRODUCTS	8,165.70		

80095891	SPOKANE HOUSE OF HOSE INC	2,764.70	
80095892	ST JOHN HARDWARE & IMPLEMENT	69.82	
80095893	BRAD L WHITE	449.81	
80095894	TITAN TRUCK EQUIPMENT	898.92	
80095895	TOOLE DESIGN GROUP LLC	1,344.50	
80095896	TRANSITIONS DBA TRANSITIONAL	1,671.11	
80095897	TRANSPORT EQUIPMENT INC	3,107.38	
80095898	TRUTH MINISTRIES OF SPOKANE	42,083.28	
80095899	VOLUNTEERS OF AMERICA OF	79,194.86	
80095900	NARWHAL MET LLC	1,300.00	
80095901	WESTERN STATES EQUIPMENT CO	1,204.84	
80095902	LATESHA WOOD	4,166.00	
80095903	YWCA	14,667.99	
80095904	SHAMROCK AUTOMOTIVE	446.85	
80095905	AFLAC/AMERICAN FAMILY LIFE	20,282.38	
80095906	CHASE YOUTH FOUNDATION	11,250.00	
80095907	CITY SERVICE VALCON LLC		4,459.28
80095908	STEVE CONNER		5,662.82
80095909	CREEK AT QUALCHAN GOLF COURS		7,072.01
80095910	DELTA DENTAL OF WASHINGTON	38,428.91	
80095911	DIGNITARY PROTECTION TEAM FU	105.00	
80095912	EDU MEMBERSHIP FUND	20.00	
80095913	FIRSTWATCH SOLUTIONS INC	4,543.90	
80095914	GLACIER CONSTRUCTION	478,755.92	
80095915	WINGFOOT COMMERCIAL TIRE	2,484.01	
80095916	POLICE GUILD LEGAL DEFENSE	628.00	
80095917	HRA VEBA TRUST	2,633.75	
80095918	INTERFAITH HOSPITALITY	3,371.93	
80095919	KAISER FOUNDATION HEALTH PLA	98,848.85	
80095920	KENWORTH SALES COMPANY	768.41	
80095921	KPFF CONSULTING ENGINEERS	12,846.30	
80095922	LTS & CPTS LEGAL DEFENSE FUN	44.00	
80095923	M & P ASSOCIATION	2,712.91	
80095924	MEASURE TECH INC	455.15	
80095925	NOVUS AUTO GLASS	535.26	
80095926	ONLINE CLEANING SERVICES	7,363.20	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80095927	REHN & ASSOCIATES	19,245.56		
80095928	SANDBAGGERS CLUB LLC			4,819.13
80095929	SPOKANE NEIGHBORHOOD ACTION	13,115.95		
80095930	SPOKANE POLICE BENEFIT ASSOC	712.50		
80095931	SPOKANE POLICE CHAPLAIN	3,184.50		
80095932	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80095933	SPOKANE POLICE GUILD LONG	24,925.95		
80095934	SPOKANE EMERGENCY PHYSICIANS	7,728.96		
80095935	SPOKANE FIRE FIGHTERS BENEFI	61,786.80		
80095936	SPOKANE FIRE FIGHTERS BENEFI	1,428.20		
80095937	SPOKANE FIRE FIGHTERS BENEFI	697,463.08		
80095938	SPOKANE POLICE GUILD FRATERN	896.55		
80095939	STANDARD INSURANCE COMPANY	13,920.65		
80095940	SPOKANE POLICE SWAT TEAM	430.00		
80095941	T & T GOLF MANAGEMENT INC			9,643.90
80095942	SPOKANE POLICE TACTICAL TEAM	288.00		
80095943	TRANSITIONS DBA TRANSITIONAL	20,731.95		
80095944	UNITED WAY	290.00		
80095945	US BANK TRUST NA	842,554.46		
80095946	VERIZON WIRELESS	60.47		
80095947	VOLUNTEERS OF AMERICA OF	82,586.51		

80095948 WA ST COUNCIL OF CITY & COUN	27,067.82		
80095949 WILBUR ELLIS COMPANY			2,354.40
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	10,464,839.40	308,347.03	242,533.94
			=====
	CITYWIDE TOTAL:		11,015,720.37

## **MINUTES OF SPOKANE CITY COUNCIL**

**Monday, October 18, 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 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, Mumm, 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 October 25, 2021, Advance Agenda items.

### **Action to Approve October 25, 2021, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the October 25, 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 Wilkerson, **to approve** the October 25, Advance Agenda; **carried unanimously.**

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council considered the October 18, 2021, Current Agenda.

#### Emergency Ordinance C36064 (Deferred from October 4, 2021, Agenda)

**Motion** by Council Member Wilkerson, seconded by Council Member Burke, **to defer** Emergency Ordinance C36064—clarifying the requirements for the adaptive re-use of historic properties—to January 24, 2022; **carried unanimously.**

#### Council Suspension of the Rules

**Motion** by Council Member Cathcart, seconded by Council Member Stratton, **to suspend** Council Rules for purposes of amending the resolution language (Resolution 2021-0069); **carried 6-1.**

#### Resolution 2021-0069 (Council Sponsor: Council Member Wilkerson)

Subsequent to Council deliberations, the following action was taken:

**Motion** by Council Member Cathcart, seconded by Council Member Stratton, **to amend** the language of the resolution (Resolution 2021-0069) to, as a condition of funding, require the operating agreement to include the following provision: “The lower portion of 55 W. Mission will only be used for onsite isolation/quarantine purposes or for the expansion of bridge housing and related services and will not be used for low barrier or emergency sheltering. **Motion rejected 3-5.**

#### Final Reading Ordinance C36114 (Council Sponsor: Council Member Wilkerson)

Subsequent to Council deliberation, the following action was taken:

**Motion** by Council Member Cathcart, seconded by Council Member Burke, that under Section 08.02.0206, subsections A and B, modifying the date to go through January 1, 2023 and under Section 08.02.0206, subsection L, modifying the date to go through December 31, 2022. **Motion carried 6-1.**

## CONSENT AGENDA

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

Setting a hearing for the Citywide Capital Improvement Program 2022-2027 on November 8, 2021. (Council Sponsor: Council President Beggs)

Setting the hearings for review of the 2022 Proposed Budget beginning November 8, 2021, and continuing thereafter at the regular Council meetings through December 6, 2021. (Council Sponsor: Council President Beggs)

Setting a public hearing on possible revenue sources for the 2022 Budget on October 25, 2021. (Council Sponsor: Council President Beggs)

Purchases from:

- a. AAA Concrete, Inc. (Spokane) and Specialty Mobile Mix (Spokane Valley) of concrete mix on an as-needed basis to use for various concrete repair projects—up to \$70,000. (OPR 2021-0661 / RFQ 5492-21)
- b. Salt Distributors, Inc. (Spokane Valley) of Road Salt on an as-needed basis—not to exceed \$135,000 annually. (OPR 2019-0217 / RFQ 743-18)
- c. Salt Distributors, Inc. (Spokane Valley) of Ice Kicker utilizing State Contract #02714—not to exceed \$100,000 annually. (OPR 2021-0662)

(Council Sponsor: Council President Beggs)

(Renewal) Contract with TransMap to perform pavement inspection work for the Street Department—not to exceed \$138,000. (Council Sponsor: Council President Beggs) (OPR 2020-0731) (Clerical Note: The October 18, 2021, Current Agenda incorrectly reflected the file number as OPR 2021-0663. The correct assigned number is OPR 2020-0731, as this is a renewal contract.)

Contract with Property Registration Champions, LLC, d/b/a ProChamps, (Melbourne, FL) to establish and maintain an electronic foreclosure registry funded by annual per property registration fees—\$150,000 revenue. (Council Sponsor: Council Member Kinnear) (OPR 2021-0664 / RFP 5424-21)

Contract Renewal No. 2 of 4 with Racom Corporation (Spokane Valley) for Installation of Radio and Electrical Equipment for Fleet Services from October 1, 2021 through September 30, 2022 using IRFP #5153-20—\$150,000. (Council Sponsor: Council Member Kinnear) (OPR 2019-0885)



Contract Renewal No. 1 of 2 with Clean Energy (Newport Beach, CA) for the Maintenance and Operation of the Compressed Natural Gas Fueling Facility—\$250,000 (incl. tax). (Council Sponsor: Council Member Kinnear) (OPR 2020-0756)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 8, 2021, total \$8,187,092.38 (Check Nos.: 582041 – 582122; ACH Payment Nos.: 95223 – 95396), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,606,650.29.

City Council Meeting Minutes: October 4, October 7, and October 14, 2021. (OPR 2021-0013)

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

The City Council adjourned at 4:47 p.m. No Executive Session was held. The City Council reconvened at 6:02 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.)

Director of Policy and Government Relations Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

There were no **Proclamations**.

### **BOARDS AND COMMISSIONS APPOINTMENTS**

**Spokane Human Rights Commission (CPR 1991-0068) and Hotel Advisory Commission (CPR 2004-0017)**

**Upon Unanimous Voice Vote**, the City Council **approved** (and thereby confirmed) the following reappointments and appointment:

#### Spokane Human Rights Commission (CPR 1991-0068)

- Reappointment of Jac Archer to serve a three-year term, from July 24, 2021, to December 31, 2024.

#### Hotel Advisory Commission (CPR 2004-0017)

- Reappointment of Meredith Rainville to serve a three-year term, from December 1, 2021, to November 30, 2024.

- Reappointment of Dean Feldmeier to serve a three-year term, from December 1, 2021, to November 30, 2024.
- Appointment of Matt Jensen to serve a three-year term, from November 1, 2021, to October 31, 2024.

## **CITY ADMINISTRATIVE REPORT**

### **Cable Advisory Board for Learning and Education**

The City Council received a report from Gary Stokes, KSPS, on the Cable Advisory Board for Learning and Education.

There were no **Council Committee Reports**.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

#### **Ordinance C36112 (Council Sponsor: Council Member Kinnear)**

After brief commentary by Council President Beggs and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C36112** 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:

#### Section 1. Asset Management Fund

(1) Increase appropriation by \$128,512.

(A) \$128,512 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Fire Capital Fund.

and

#### Section 2. Asset Management Fire Capital Fund

(1) Increase revenue appropriation by \$128,512.

(A) Of the increased appropriation \$128,512 is a transfer from Asset Management Capital fund.

(2) Increase appropriation by \$128,512

(B) Of the increased appropriation \$128,512 is provided solely for capital expenditures related to Fire.

(This action allows for capital expenditures in the Asset Management Fire Capital Fund.)

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

**Ordinance C36113 (Council Sponsor: Council Member Kinnear)**

After the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C36113** 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

- (1) Decrease the appropriation level for the Court Clerk I position by \$14,000.
- (A) Increase the appropriation level for Supplies by \$14,000.
- (2) There is no change to the appropriation level in the General Fund.

(This action allows for supplementing the office supplies budget to allow the Court to effectively operate until the end of the year.)

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

**EMERGENCY ORDINANCE**

**For Council action on Emergency Ordinance C36064, see section of minutes under 3:30 p.m. Briefing Session.**

**RESOLUTIONS**

**Resolution 2021-0069 (Deferred from October 4, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)**

Subsequent to public testimony, with one individual speaking, and Council commentary, the following action was taken:

**Upon 5-2 Roll Call Vote**, the City Council **adopted Resolution 2021-0069** of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021, through June 30, 2026, and other matters relating thereto.

**Ayes:** Beggs, Burke, Kinnear, Mumm, and Wilkerson  
**Nays:** Cathcart and Stratton  
**Abstain:** None  
**Absent:** None

**Resolution 2021-0085 (Council Sponsor: Council Member Kinnear)**

After the opportunity for public testimony, with no individuals requesting to speak, and an opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0085** declaring Enviro-Clean Equipment, Inc. a sole source provider and authorizing the purchase of replacement vacuum assemblies for the Vac-Con X-Cavator Cleaner Trucks for the Fleet Services Department for a period of five years for up to \$150,000.00 without public bidding.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

**FINAL READING ORDINANCES**

**Final Reading Ordinance C36114 (as amended during the 3:30 p.m. Briefing Session) (Council Sponsor: Council Member Wilkerson)**

After the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C36114 (as amended)** relating to the adjustment of the City of Spokane's Business Registration Fee and amending SMC 08.02.0206.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None

**Abstain:** None  
**Absent:** None

### **FIRST READING ORDINANCES**

The following Ordinances were read for the first time with further action deferred. There was an opportunity for public testimony on First Reading Ordinances, with no individuals requesting to speak.

- ORD C36116** Relating to Stormwater Facilities; amending SMC sections 17D.060.030; 17D.060.050, 17D.060.140, 17D.060.190, 17D.090.030, 17D.090.070; 17D.090.110; 17D.090.210; chapter 17D of the Spokane Municipal Code and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C36117** Relating to Administration Definitions; amending Spokane Municipal Code (SMC) Sections 17A.020.010, 17A.020.020, 17A.020.040, 17A.020.060, 17A.020.080, 17A.020.130, 17A.020.140, and 17A.020.190. (Council Sponsor: Council Member Kinneary)
- ORD C36118** Relating to Floodplain Management amending Spokane Municipal Code (SMC) Sections 17E.030.030, 17E.030.050, 17E.030.060, 17E.030.070, 17E.030.080, 17E.030.090, 17E.030.100, 17E.030.120, 17E.030.130, 17E.030.140, 17E.030.150, 17E.030.160, and 17E.030.170. (Council Sponsor: Council Member Kinneary)

There were no **Special Considerations**.

There were no **Hearings**.

### **OPEN FORUM**

The following individual spoke during Open Forum:

- Nicolette Ocheltree

### **POINT OF PERSONAL PRIVILEGE**

Council Member Burke requested a point of privilege and provided remarks on the protest that happened this past Friday night in Spokane. She noted she was downtown enjoying her evening when a group of anti-vaxers and anti-maskers came by. She stated for the record that she hopes everyone in our community gets their vaccine and wears a mask to keep our community safe.

**ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:40 p.m.

Minutes prepared and submitted for publication in the November 3, 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

**SPECIAL MEETING MINUTES  
SPOKANE CITY COUNCIL**

**Thursday, October 21, 2021**

A Special Meeting of the Spokane City Council was held virtually via WebEx on the above date at 11:03 a.m. Council President Beggs, and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present via Webex. The purpose of the Special Meeting was for the City Council to hold a Special Administrative Session to consider approval of HUD HOME-ARP Grant Agreement and to hold its regularly scheduled Study Session.

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 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 physical meeting was not open to the public; however, the public was encouraged to listen to the meeting by calling 1-408-418-9388 and entering an access code when prompted or at [my.spokanecity.org/citycable5/live](http://my.spokanecity.org/citycable5/live). No public comment was taken as the Special Administrative Session agenda item would typically have been on Council's Consent Agenda. The Study Session portion of the meeting was conducted in a study session format, with discussion limited to appropriate officials, presenters, and staff.

**SPECIAL ADMINISTRATIVE SESSION**

**Roll Call**

On Roll Call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were virtually present.

## CONSENT AGENDA

### Approval of CHHS Department Grant Application for the HUD HOME-ARP Grant Agreement (OPR 2021-0692)

Subsequent to an introduction of the matter by Council President Beggs and Council commentary, with response by Ariane Schmidt, a contractor with CHHS (Integrate Technology LLC), the following action was taken:

**Upon Unanimous Voice Vote**, the City Council **approved** the CHHS Department Grant Application for the HUD HOME-ARP Grant Agreement for serving homeless and other vulnerable populations by October 22, 2021.

The Special Administrative Session portion of the meeting ended at 11:09 a.m. and the City Council immediately reconvened into the Study Session portion of the meeting.

## STUDY SESSION AGENDA

The City Council held discussion on the following topics:

- Plan Commission Resolution 2022 Comprehensive Plan Amendments
- American Rescue Plan and Budget Updates

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

Council Members Burke and Kinnear left the meeting at 12:00 p.m.

### **Adjournment**

The study session portion of the meeting adjourned at 12:04 p.m.

Minutes prepared and submitted for publication in the November 3, 2021, issue of the Official Gazette.

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President



**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, October 28, 2021**

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:02 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs, and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present via Webex. 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 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 topic:

- City / County Agreement with The Salvation Army
- North-South Corridor Project Update and Discussion
- 2021 Comprehensive Plan Amendments
- American Rescue Plan and Budget Updates

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

Council Member Stratton left at 12:27 p.m.

The meeting adjourned at 12:36 p.m.

Minutes prepared and submitted for publication in the November 3, 2021, issue of the Official Gazette.

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President



**Agenda Sheet for City Council Meeting of:**  
11/01/2021

<b>Date Rec'd</b>	10/28/2021
<b>Clerk's File #</b>	OPR 2021-0711
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	MICHAEL ORMSBY 6287
<b>Contact E-Mail</b>	MORMSBY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	BRIDGE HOUSING GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SPOKANE AND T

**Agenda Wording**

A five year Homeless Housing Assistance Act Grant Agreement between the City of Spokane, Spokane County and The Salvation Army to provide programing for The Way Out Shelter, a bridge housing program.

**Summary (Background)**

The Leadership Group comprising elected and appointed officials from the Cities of Spokane and Spokane Valley and Spokane County have been working collaboratively to plan and coordinate regional services. One of the projects that has come out of this effort is a bridge housing shelter and this grant will provide for up to five million dollars over the next five years to support this project. Services under the grant agreement will be provided by the Salvation Army at the Way Out Shelter.

Lease? NO Grant related? YES Public Works? NO  
**Fiscal Impact** **Budget Account**

Expense	\$ 2,500,000.80	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DAVIS, KIRSTIN	<b><u>Study Session\Other</u></b>	10/28/21
<b><u>Division Director</u></b>	DAVIS, KIRSTIN	<b><u>Council Sponsor</u></b>	Council Members Beggs and Kinnear
<b><u>Finance</u></b>	WALLACE, TONYA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	mormsby@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	efinch@spokanecity.org	
<b><u>Additional Approvals</u></b>		kdavis@spokanecity.org	
<b><u>Purchasing</u></b>		sstopher@spokanecity.org	
<b><u>GRANTS, CONTRACTS &amp; PURCHASING</u></b>	STOPHER, SALLY	twallace@spokanecity.org	

AGREEMENT BETWEEN  
SPOKANE COUNTY AND IN CONJUNCTION WITH GRANT

1. Grantee		2. Contract Amount  \$	3. Tax ID#	
			4. DUNS#	
5. Grantee Representative  Phone Number:		6. County's Representative Spokane County Community Services, Housing, and Community Development Tim Crowley Community Development Specialist 3 1116 W. Broadway Avenue Spokane, WA 99260		
7. Grantee ID # HHAA 22-	8. 2020 Homeless Housing Assistance Act (HHAA)	9. Start Date 11/01/2021	10. End Date 10/31/2026	
11. Funding Source <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local				
13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding <input type="checkbox"/> Pre-approved by Funder		14. Contractor Type: (check all that apply) <input checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input type="checkbox"/> Municipality/local government <input checked="" type="checkbox"/> Grantee <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
15. Grant Purpose:				
16. COUNTY and the Grantee, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit "A"- Scope of Work				
FOR THE Grantee:		FOR COUNTY:		
<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Title</div> <div></div> </div>		<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Title</div> <div></div> </div>		

## **HOMELESS HOUSING ASSISTANCE ACT (HHAA)**

### **GRANT AGREEMENT**

(Non-Profit Entity)

Project Number \_\_\_\_\_

This Grant agreement hereinafter referred to as the "Agreement", is executed by **SPOKANE COUNTY**, a political subdivision of the State of Washington, through its **COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, hereinafter referred to as the "County" and the **CITY OF SPOKANE**, a political subdivision of the State of Washington, hereinafter referred to as the "City" (collectively the City and County sometimes referred to as the "Grantors"), and \_\_\_\_\_, a Washington non-profit corporation, whose address is \_\_\_\_\_, hereinafter referred to as the "Grantee", and all together referred to as the "Parties".

#### **IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM BY THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

##### **1. PURPOSE**

- 1.1. The purpose of this Agreement is the funding and completion of the project(s) identified as the "Way Out Center," hereinafter referred to as the "Project", which is a locally funded project through the County Homeless Housing Assistance Act (HHAA), hereinafter referred to as "HHAA", as a result of document recording fees collected in accordance with the Revised Code of Washington (RCW) 36.22.179 and RCW 36.22.1791.
- 1.2. Funds for this Project from the County will not exceed Five Million and One Dollars and Sixty Cents (\$5,000,001.60) for the five (5) year Project period, from equal contributions by both Grantors in the amount of Two Million Five Hundred Thousand Dollars and Eighty Cents (\$2,500,000.80) each.
- 1.3. The primary vision of the Project is to move individuals from homelessness into independent or supportive housing with the needed life skills for successful living. The Project, also known as bridge or targeted capacity sheltering, is identified as a key initiative by the Spokane Regional Continuum of Care (CoC) Five (5) Year Homelessness Strategic Plan adopted by the County, City of Spokane, and City of Spokane Valley on November 20, 2019. The County's funding is on behalf of the twelve (12) cities/townships and unincorporated areas of Spokane County including Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley and Waverly. The City's funding is on behalf of the City of Spokane. A ramp up period taking the Project from empty to full cohort, will commence November 1, 2021 through December 31, 2021.
- 1.4. The services will be provided at a facility located at 55 W. Mission Avenue, Spokane, Washington, 99201.

- 1.5. The target population for all services will be any adult (at least age 18) seeking to leave homelessness and obtain life readiness skills for independent living. The Grantee will use a phased model designed to reduce homelessness and assist single adult men and women by providing a full continuum of housing and supportive services. Entry into the Project will be through the formal Coordinated Entry process, system, assessment, prioritization, etc. in accordance with the CoC Five (5) Year Homelessness Strategic Plan.
- 1.6. The Grantee will provide services to individuals within the unincorporated areas of Spokane County and all thirteen (13) cities/townships within Spokane County, including: Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, City of Spokane, Spokane Valley, and Waverly.
- 1.7. For the sake of this contract, individuals who have not resided in the City of Spokane or Spokane County for at least one year, or whose last permanent address was outside the County of Spokane, their data will be tracked, counted and reported separately from County and City of Spokane individuals' data in the reporting for Exhibit C, but these individuals' data will be included in the grand totals for individuals served and their metrics in reporting for Exhibit C. Out of County individuals will receive Project services from both the County and City of Spokane funding in a (fifty/fifty) 50/50 split for this Project.
- 1.8. For the sake of this contract, for individuals the Grantee cannot determine their residence and are identified as originating from an "Unknown" location or their last permanent address or residence is "Unknown", their data will be tracked, counted and reported separately from County and City of Spokane individuals' data in the reporting for Exhibit C, but these individuals' data will be included in the grand total for individuals served and their metrics in reporting for Exhibit C. Individuals with "Unknown" origins or last permanent addresses will receive Project services from both the County and City of Spokane funding in a 50/50 split for this Project.

## **2. AGREEMENT AND EXHIBITS**

- 2.1. This Agreement shall consist of this Grant Agreement, the Scope of Work and Budget (Exhibit A), the Scope of Work Contract Compliance Assumptions (Exhibit B), Scope of Work Performance Payment Model Metrics (Exhibit C), Scope of Work CSHCD Neighborly System and City HMIS/CMIS Data Reporting Requirements (Exhibit D), and Certifications (Exhibit E) referred to herein. Any exhibits, attachments, or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.

## **3. PERIOD OF PERFORMANCE**

- 3.1. Contingent on the receipt of a notice to proceed from the County) (on behalf of the Spokane Board of County Commissioners) and from the City of Spokane, this Agreement shall be effective November 1, 2021 and shall be completed no later than October 31, 2026 hereinafter referred to as the Project Period.
- 3.2. If for any other reason the effective beginning date of this Agreement is delayed, funding of this Agreement shall be delayed until a notice to proceed from the

Grantors is received by the Grantee. The Grantee may not rely upon the Grantors for payment, nor shall the Grantors be obligated, to reimburse the Grantee as a result of such delay in the availability of funds, for any costs incurred or written or oral commitments made by the Grantee prior to receipt of the notice to proceed from the Grantors.

- 3.3. Except as stated herein, the Project Period may be changed only by amendment to this Agreement executed no less than forty-five (45) days in advance of the expiration date of this Agreement, acceptance of which amendment shall be within the sole discretion of the Grantors.

#### **4. SCOPE OF SERVICES**

- 4.1. The Grantee will plan, administer, and implement the Project as described in this Agreement, the Scope of Work and Budget (Exhibit A), Scope of Work Contract Compliance Assumptions (Exhibit B), Scope of Work Performance Payment Model Metrics (Exhibit C), Scope of Work CSHCD Neighborly System and City HMIS/CMIS Data Reporting Requirements (Exhibit D), Certifications (Exhibit E), and the Good Neighbor Relationship Protocol (section 4.2 of this Agreement). The Grantee shall adhere to the agreed upon schedules, and commitments.

- 4.2. Good Neighbor Relationship Protocol

- 4.2.1. The goal of the Project is to provide temporary housing and support services while an individual is in the process of locating, applying to, and or obtaining permanent housing and a sustainable source of income. The Project will operate twenty-four (24) hours a day providing basic needs; community education; culturally specific outreach programs, information and referrals to community organizations; advocacy with law enforcement, criminal justice entities, medical and mental health professionals. All services are provided with confidentiality as a high priority. In as such, a proactive, positive and healthy relationship with established neighborhoods is key to the success of the Project and the vitality of impacted neighbors.
- 4.2.2. Grantee has requested that the Emerson – Garfield Neighborhood Council work with the Grantee by doing the following:
  - 4.2.2.1. Reasonable constructive feedback and partnership to actively and proactively address issues directly related to the surrounding community by impact of those currently residing at the location of the Project.
  - 4.2.2.2. If issues regarding loitering or alley debris around the neighborhood extended beyond the immediate vicinity of the location of the Project, the members of the community agree to report to either Crime Check and/or the 311 to inform public authorities of the issues. The community further acknowledges that many of these issues involve internal City of Spokane department codes, policy and/or span of control and are outside of the Grantee's control or influence.

- 4.2.2.3. Agree to communicate with Grantee's identified program staff regarding issues or concerns regarding an identified Project (program) guest using the Good Neighbor Protocol as outlined in this agreement.
- 4.2.2.4. To facilitate this communication, the Grantee will provide the names of key staff who should be contacted in the event of a concern, along with contact information to the Cities of Spokane and Spokane Valley, Spokane County and the Emerson - Garfield Neighborhood.
- 4.2.3. The Grantee acknowledges timely information sharing and regular communication will be a benefit to all who are involved in and participate in the Project. As such, the Grantee makes the following representations and commitments to the following:
  - 4.2.3.1. The lower portion of 55 W. Mission will be used for the foreseeable future for on-site isolation/quarantine purposes as advised by the Spokane Regional Health District for Communicable Disease Protocols, including but not limited to, COVID-19 (see below Isolation and Quarantine minimum requirements).
  - 4.2.3.2. The Emerson-Garfield Neighborhood Council, and surrounding property owners within 1,000 feet of the Project, shall be notified by the Grantee within forty-eight (48) hours of any decision for change in use at the 55 W. Mission location.
  - 4.2.3.3. The protocol for registering a complaint or concern with the Project is to complete an online feedback form or call in and speak to the front desk receptionist located at the Project and operated by the Grantee. As feedback is received, the Grantee's staff will activate the chain of command to review and respond, which includes the Assistant Program Manager and Program Manager. If issue hasn't been resolved, complainant will call the main office of the Grantee and speak to the Director of Social Services. If it is still unresolved, the issue will be addressed by the Grantee's Officer In Charge.
  - 4.2.3.4. The Grantee will provide monthly reports regarding activity involving the Project and the surrounding community to the cities of Spokane, Spokane Valley, County of Spokane and Emerson-Garfield Neighborhood Council.
  - 4.2.3.5. If the issue is validated upon investigation and research by the Grantee, the community will allow the issue to be resolved in a timely manner by the Grantee. Once the issue has been received and investigated, a staff member of the Grantee will communicate with the complainant who reported the concern.

4.2.3.6.

4.3. Isolation Requirements

- 4.3.1. The Grantee will identify and maintain a minimum capacity of beds for isolation capability as defined in guidance by the Centers for Disease

Control and Prevention (CDC) at the Project location in the event an individual(s) within the shelter is exposed to or contracting a communicable/infectious disease, as defined by the Spokane Regional Health District, and the individual does not require admittance for medical care at a healthcare facility. The following is a link to CDC website for guidance documentation specific to homeless shelters: <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>

Communicable/infectious disease isolation and quarantine requirements are subject to ongoing review and update. Changes will be reviewed by all Parties before required implementation.

- 4.3.2. The Grantee shall have a safety, emergency, and disaster preparedness protocol, including adherence to the Spokane Regional Health District's protocols for infectious diseases (including, but not limited to, COVID-19, Influenza, Hepatitis A, Norovirus, and Sexually Transmitted Infections) as well as maintaining isolation space in the event of a disease outbreak among the population served or other emergencies, and how participants are made aware of emergency scenario plans.
- 4.3.3. The isolation space will be used for individuals who have been confirmed through confirmatory testing or clinical diagnosis (signs and symptoms compatible with the illness while awaiting confirmation testing) to have a communicable disease easily transmitted within a congregate setting.
- 4.3.4. The maximum number of individuals able to be served in this dedicated space reserved for isolation capabilities must be shared with the County and the City. Additional dedicated operational costs to maintain or operate this space must be included in the budget contained in Exhibit A Scope of Work, due to the requirement that individuals in isolation will require 24-hour supervision and restriction of movement in the other sections of the shelter as well as out in the community during their defined isolation period.
- 4.3.5. These isolation capability provisions are subject to change as determined by the Spokane Board of County Commissioners, the Spokane Regional Health District, and/or the CDC.
- 4.4. The Grantee will provide to the Grantors, subject to the Grantors' approval, a documented protocol for how referrals will be made by homeless partnering agencies (e.g. shelter providers, outreach teams, day drop-in centers) to the Project, and how the Grantee will process the referrals to ensure all Spokane County beneficiaries have equal access to the Project and its services. This protocol will specifically state that the formal Coordinated Entry process, system, assessment prioritization, etc, will be the primary mechanism used by the Grantee for accepting referrals in accordance with the CoC Five (5) Year Homelessness Strategic Plan.

## **5. FUNDING**

- 5.1. Funding Sources: Funding sources under this Agreement are as follows for each of the Grantors:



**Spokane County Local HHAA Funds (RCW 36.22.179 & 36.22.1791)**

<b>Allocation Start/End Dates</b>	<b>Maximum Consideration</b>
11/1/2021 – 12/31/2021	\$83,333.36
1/1/2022 – 12/31/2022	\$500,000.16
1/1/2023 – 12/31/2023	\$500,000.16
1/1/2024 – 12/31/2024	\$500,000.16
1/1/2025 – 12/31/2025	\$500,000.16
1/1/2026 – 10/31/2026	\$416,666.80

**City of Spokane Local HHAA Funds**

<b>Allocation Start/End Dates</b>	<b>Maximum Consideration</b>
11/1/2021 – 12/31/2021	\$83,333.36
1/1/2022 – 12/31/2022	\$500,000.16
1/1/2023 – 12/31/2023	\$500,000.16
1/1/2024 – 12/31/2024	\$500,000.16
1/1/2025 – 12/31/2025	\$500,000.16
1/1/2026 – 10/31/2026	\$416,666.80

- 5.1.1. The five (5) year commitment is contingent based on the ongoing availability of homeless funding from the City of Spokane (specifically Community Housing and Human Services (CHHS) Homeless Housing Assistance Act funding) and Spokane County (specifically CSHCD Homeless Housing Assistance Act funding) which includes City of Spokane Valley, and Grantee ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space, and reasonable/secure storage of personal property for individuals served, necessary interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.
- 5.2. Maximum Funding: Total maximum funding under this Agreement is Five Million and One Dollars and Sixty Cents (\$5,000,001.60) for the five (5) year Project period, from equal contributions by both Grantors in the amount of Two Million Five Hundred Thousand Dollars and Eighty Cents (\$2,500,000.80) each.
- 5.2.1. The Grantee will notify the Grantors of unplanned/unexpected increases in Project costs that will affect the ability to continue the contract. The City of Spokane, based on a separate agreement with the Grantee, will review and remunerate for cost increases such as minimum wage, utilities, or other costs directly related to the Project that are outside the Grantee's control.
- 5.3. Requests for Payment:
- 5.3.1. Payment for services provided pursuant to this Agreement shall be paid to the Grantee on a monthly allocation under a performance payment based model. No expense documents (e.g. receipts) are required for submission by the Grantee to the Grantors. Monthly allocation amount from each

Grantor is Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty Eight Cents (\$41,666.68), and collectively from both Grantors is Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Six Cents (\$83,333.36).

5.3.2. Each month, the Grantee shall submit to the County, by uploading it into the CSHCD Neighborly System, a monthly billing invoice (template to be provided by CSHCD) and Exhibit C's Monthly Scope of Work Performance Payment Model Metrics Report(s), no later than the 20<sup>th</sup> of the following month in which services were provided.

5.3.3. Each month, until such time the City of Spokane utilizes the City's Neighborly System for invoicing, the Grantor shall submit a monthly billing invoice (template to be provided by the City), and Exhibit C's Monthly Scope of Work Performance Payment Model Metrics Report(s), via email to the CHHS Director (email address to be provided by the City) no later than the 20<sup>th</sup> of the following month in which services were provided.

5.4. Recovery of Overpayment to Grantee:

5.4.1. When the Grantee, the Grantors, or any other state or federal agency determines that the Grantee has received payments under this Agreement in excess of reimbursement described in the reimbursement subsection of this Agreement, or otherwise not in conformity with the Agreement, the Grantors shall recoup those payments, together with interest, from what would otherwise be the Grantors' liability under this Agreement. If the Grantee receives a notice of overpayment, which the Grantors shall be required to timely provide, the Grantee may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Grantee.

5.5. Fiscal Management:

5.5.1. The Grantee shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and/or contracts.

5.5.1.1 Grantee shall establish written Accounting and Internal Control Policies and Procedures, including cost allocation plan and supporting documentation used to arrive at rate/costs if applicable.

5.5.2. The Grantee shall ensure that the Project is managed in the most cost effective and efficient manner possible.

5.5.3. The Grantee's financial management system at a minimum shall:

5.5.3.1. Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.

- 5.5.3.2. Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after the Project period.
- 5.5.3.3. Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Grantee directly relating to the cost identified in the Budget.

5.6. Single Audit Act Compliance:

- 5.6.1. If the Grantee receives less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) but more than One Hundred Thousand Dollars (\$100,000.00) from the Grantors, the Grantee shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating the Grantors funds.
  - 5.6.1.1. The Grantee shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with Grantee's response to the audit and corrective action plan, if any, no later than thirty (30) days after completion of the audit. The independent auditor's working papers shall be made available for the Grantors review, upon request by the Grantors.
  - 5.6.1.2. Failure to engage auditors and provide proof of such engagement prior to the due date of the audit report to the Grantors shall be considered contractual non-performance. In such event, the Grantors reserves the right to withhold not more than one hundred fifty percent (150%) of the reasonably estimated cost of the required audit from reimbursement due at the end of the audit year or final reimbursement pending compliance with this section of this Agreement. This subsection shall survive the termination or other expiration of the Agreement.

6. **FRAUD AND ABUSE**

- 6.1. Fraud and Abuse. Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable federal or state law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in, or in reimbursement for services that are not necessary or that fail to meet professionally recognized standards.
  - 6.1.1. The Grantee's, Fraud and Abuse policy shall have procedures for the following requirements:
  - 6.1.2. Provision of detailed information, ongoing training, and education to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act including information regarding the rights of employees to be protected as whistleblowers;

- 6.1.2.1. Written policies, procedures, and standards of conduct requiring that the Grantee and the Grantee's officers, employees, agents and subcontractors are in compliance with the requirements of this section and articulate the Grantee's commitment to comply with all applicable federal and state standards;
- 6.1.2.2. Enforcement of standards through well-publicized disciplinary guidelines;
- 6.1.2.3. Internal monitoring and auditing of the Grantee and providers;
- 6.1.2.4. Provisions for prompt responses to detected offenses and development of corrective action initiatives;
- 6.1.2.5. Provision for full cooperation with any federal or state agency investigation including promptly supplying all data and information requested for their investigation;
- 6.1.2.6. Report fraud and/or abuse information to the Grantors within one business day of discovery and to include the source of the complaint, the involved individual(s), nature of the fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.

## **7. GENERAL TERMS AND CONDITIONS**

### **7.1. Relationship:**

- 7.1.1. The relationship of the Grantee to the Grantors shall be that of an independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.
- 7.1.2. The Grantee and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer or employee of the Grantors, nor will they claim any of the rights, privileges or benefits which might accrue to Grantors' employees.
- 7.1.3. Grantee shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

### **7.2. Modifications and Amendments:**

- 7.2.1. This Agreement may be amended only in writing and upon agreement by all Parties. Any proposed change(s) to the project Scope of Work budget, location, or the number of beneficiaries served, must be submitted in writing to the Grantors for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this Agreement.
- 7.2.2. The Grantee hereby acknowledges that this Agreement is subject to all, applicable RCWs, and WACs. Any provision of the Agreement which

conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties. The Grantors will provide notice of such amendment required by this paragraph when the Grantors are aware of them. The Grantee agrees to accept, and execute any and all amendments offered by the Grantors needed to effectuate the, RCW, and/or WAC.

7.3. Waivers:

- 7.3.1. No employee of the Grantors or the Grantee has the power, right or authority to waive any of the terms, conditions and/or covenants of this Agreement.
- 7.3.2. The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Contract.
- 7.3.3. The failure of the Grantors or the Grantee to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the Grantors or the Grantee to enforce each and every term of the Agreement.

7.4. Assignability:

- 7.4.1. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of the Grantors. The Grantors may assign all or any of their interest in this Agreement as may be deemed necessary in the sole discretion of the Grantors.

**8. ACCESS, EXAMINATION, AUDIT, AND MONITORING**

- 8.1. The Grantors shall provide technical assistance to the Grantee, to the extent practicable. The Grantors will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the Grantee organization, reports on monthly basis, desk monitoring, assessments, and process/time studies. Monitoring may also include consultation with other public funders.
- 8.2. The Grantee shall provide right of access to its facilities, including those of any subcontractor, to the Grantors, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The Grantors shall provide reasonable notice of any Grantors monitoring or evaluation, unless the Grantors have reason to believe that monitoring without notice is necessary. The Grantors shall monitor the Grantee programmatically and financially on site within the sole discretion of the Grantors. The Grantee shall make available to the Grantors, the state auditor, books or pertinent information which Grantee shall have kept pertaining to this Agreement and as required by this

Agreement, Washington law. Grantee shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

- 8.3. The Grantee shall cooperate with the Grantors or its agent in the evaluation of Grantee's performance under this Agreement and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or 5 USC 552 (Freedom of Information Act). The Grantee shall respond timely and accurately to requests from the Grantors to provide information necessary to respond to inquiries from entities having authority to make such request.
- 8.4. The Grantee agrees to produce for the Grantors copies of any state or other formal inspections, audits, accreditation or program reviews and provide to the Grantors copies of said reviews, including any final written plan of correction or other written response, within thirty (30) days of receipt.

## **9. TERMINATION AND SUSPENSION**

- 9.1. This Agreement may be terminated or suspended in whole or in part as follows:
  - 9.1.1. By fulfillment: The Agreement will be considered to be terminated upon fulfillment of its terms and conditions;
  - 9.1.2. By mutual consent: The Agreement may be terminated or suspended, in whole or in part, at any time, if the Parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to this Agreement; or
  - 9.1.3. For Cause: In accordance with 24 CFR 200.338-9 the Grantors may terminate or suspend this Agreement immediately, if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
    - 9.1.3.1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
    - 9.1.3.2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
    - 9.1.3.3. Ineffective or improper use of funds provided under this Agreement;
    - 9.1.3.4. Submission by Grantee to Grantors reports that are incorrect or incomplete in any material respect; or
    - 9.1.3.5. Failure to perform the CoC approved Performance Management Plan's activities and reporting of the required metrics contained in Exhibit C as outlined and mutually agreed to by all Parties.
    - 9.1.3.6. Grantee will be placed in "warning status" for a year if the CoC approved Performance Management Plan's activities for reporting the required metrics in Exhibit C are not being performed and reported as required by this Agreement. The

Grantee will have one (1) year to be in full compliance regarding the activities and reporting of the required metrics and will be given support from the Grantors for doing so. If Grantee obtains full compliance, Grantee will be removed from "warning status".

- 9.1.3.7. If after 1 year of being in "warning status", the Grantee is not able to be in full compliance with regard to performing the required activities and providing the required reporting metrics, Grantee's eligibility for continued funding from the Grantors will be removed.
- 9.1.4. For Convenience: In accordance with 24 CFR 200.339, this Agreement may also be terminated by providing the required thirty (30) day termination for convenience notice by the Grantors or Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the Agreement to be terminated. However, if in the case of a partial termination, the Grantors determine that the remaining portion of the award will not accomplish the purpose for which the award was made; the Grantors may terminate the award in its entirety and cancel any payments in progress as deemed appropriate by the Grantors. The Parties shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
- 9.1.5. Grounds for Suspension: Improper or illegal use of funds will result in immediate suspension and/or termination within the Grantors' sole discretion. Suspension and/or termination in this case may be initiated by telephone or personal contact with a written confirmation to Grantee within five (5) business days. The confirmation of suspension and/or termination to Grantee shall specify the reasons for suspension and/or termination and notify the Grantee of the Grantors' future course of action regarding the improper or illegal action.
- 9.1.6. Illegal or improper mishandling of funds or conduct which endangers, discriminates against, or otherwise subjects project beneficiaries to harm, may also result in a report of the conduct to appropriate legal authorities.
- 9.1.7. The suspended Grantee may not enter into any subsequent Grantee Agreement with the Grantors (including another project or different year's HOME Investment Partnership Program or CDBG funding).
- 9.1.8. For other Grounds: The Grantors reserve the right to terminate this contract, in whole or in part, immediately upon receipt of notice to the Grantee, in the event expected or actual funding to the Grantors from the State or Federal government or other sources, including the City of Spokane, the County, and the City of Spokane Valley, is withdrawn, reduced or eliminated.
- 9.2. In the event of termination, Grantors will notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.
  - 9.2.1. Upon termination, an accounting shall be done to determine what, if any, payments are due to the Grantee or what, if any, refund is due from the Grantee.

- 9.2.2. Actions by either party under this Article shall not constitute a waiver of any right or claim by either party arising from this Agreement.
- 9.3. Termination Procedures
- 9.3.1. Upon termination of this Contract, the Grantors, in addition to any other rights provided in this Contract, may require the Grantee to deliver to the Grantors any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- 9.3.2. The Grantors shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by the Grantors, and the amount agreed upon by the Grantee and the Grantors for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the Grantors, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the Grantee. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The Grantors may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect the Grantors against potential loss or liability.
- 9.3.3. The rights and remedies of the Grantors provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 9.3.4. After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:
- 9.3.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
- 9.3.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- 9.3.4.3. Assign to the Grantors, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contract under the orders and subcontracts so terminated, in which case the Grantors have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 9.3.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 9.3.4.5. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and



- 9.3.4.6. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Grantee and in which the Grantors has or may acquire an interest.
- 9.3.5. If the Agreement is terminated, or suspended without further payment, as soon as practicable and reasonable but not less than fifteen (15) days prior to termination, or notice of suspension without further payment, the Contractor shall inform all recipients of the Contractor's services, individuals of the Contractor, Subcontractors of the Contractor, or other who may act in reliance on the Agreement, or who may be affected by such termination, or suspension without further payment. The Contractor must use best efforts to provide written or oral notification no later than fifteen (15) days after termination, or suspension without further payment, to individuals currently receiving services. Notification must be verifiable in the Grantee's records. The Grantors have no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.
- 9.3.6. Provided that thirty (30) days or more notice is given to the Contractor of termination of the Agreement, or of suspension without further payment, prior to the effective date of termination of the Agreement, or suspension without further payment, the Contractor shall ensure the transfer and/or appropriate discharge of any individuals who are receiving services from the Contractor or the Contractor's Subcontractor at the time notice of termination, or suspension without further payment, is given. The Contractor shall provide services as necessary until such transfer is completed. This section shall survive expiration or earlier termination of the Agreement.
  - 9.3.6.1. Transfer of Individuals. Provided that thirty (30) days' notice is given to the Contractor of termination of the Agreement, or suspension without further payment, prior to the effective date of the termination of the Agreement, or the suspension without further payment, Contractor shall ensure the transfer and/or appropriate discharge of any individuals who are receiving services from the Contractor or the Contractor's subcontractor at the time notice of termination, or suspension without further payment, is given. The Contractor shall provide services as necessary until such transfer is completed. The Grantors shall compensate the Contractor for individuals remaining at the Contractor's facility, pursuant to the terms of this Agreement, until the transfer or termination is complete, whichever occurs first.

## **12. DISPUTE RESOLUTION**

- 12.1. The Grantee and the Grantors shall work together in good faith to resolve any disputes about their contractual relationship under this Agreement. If the Parties are unable to resolve a dispute arising from this Agreement within fifteen (15) days following the date one Party sends written notice of the dispute to the other Party, the dispute may be submitted by either party to the Director of the County's CSHCD Department ("Director").

- 12.2. The Director's decision shall be made within ten (10) business days of receipt of the dispute, unless circumstances warrant a reasonable delay in said response.
- 12.3. Either party shall have the right to pursue relief in a court of competent jurisdiction, if the Director does not resolve the dispute to their satisfaction. The Parties may mutually agree to resolve the dispute through an alternative dispute resolution mechanism, including but not limited to arbitration or mediation.
- 12.4. In any dispute arising in connection with this Agreement, each Party shall be required to pay its own costs and expenses, including attorney's fees incurred in connection therewith, in preparation therefore and on appeal therefrom and in any bankruptcy proceeding related thereto.

### **13. SEVERABILITY**

- 13.1. If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

### **14. MAINTENANCE AND RETENTION OF RECORDS**

- 14.1. The Grantee shall maintain such program records as may be required by applicable Federal, State, County and City regulations, all of which are incorporated herein by reference.
- 14.2. Records Maintenance:
  - 14.2.1. The Grantee shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by the Grantors to ensure proper accounting for all Contract funds and compliance with this Agreement.
  - 14.2.2. Fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with generally accepted accounting principles and retained for a period prescribed by any applicable tolling or other statute, but in no instance less than six (6) years after termination of this Agreement.
  - 14.2.3. The Grantee shall provide a written Records Maintenance Policy and Procedures which will cover records storage, retention, and disposition procedures.
  - 14.2.4. For the same period, the Grantee shall maintain records sufficient to substantiate the Grantors' statement of its organization's structure, tax status, capabilities, and performance.
  - 14.2.5. Grantee shall deliver to the Grantors upon request all Board of Directors meeting minutes, and other committee or subcommittee minutes where activity under the Agreement was discussed. Grantee shall have the right to redact out information that does not relate to activity under this Agreement.
  - 14.2.6. Maintain records in a manner consistent with requirements of Title 40 RCW.

14.3. Records Retention:

- 14.3.1. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement. If any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.
- 14.3.2. The Grantee shall maintain records sufficient to:
  - 14.3.2.1. Document performance of all acts required by law, regulation, or this Agreement;
  - 14.3.2.2. Substantiate the Grantee's statement of its organization's structure, tax status, capabilities, and performance; and
  - 14.3.2.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Grantee's invoices to Grantors and all expenditures made by the Grantee to perform as required by this Agreement.
- 14.3.3. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Grantee are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State regulations as existing or hereafter amended.
- 14.3.4. Grantee shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.

**15. REPORTS**

- 15.1. All reports for meeting Exhibit C – Statement of Work Performance Payment Model Metrics are designated in the CoC5 Year Homelessness Strategic Plan and are referred to herein as the CoC approved Performance Management Plan, will be submitted by the Grantee to the Grantors by the twentieth (20<sup>th</sup>) of each month with their monthly invoice for performance payment purposes and the reports will contain data obtained during the preceding month, or other indicated reporting period (e.g. 90 day rolling period).
- 15.2. If any of the metrics' percentages for the County as specified in Exhibit C do not equate to thirty-three percent (33%) in a reporting month, Grantee shall submit with their monthly reports to Grantors a written summary containing an action plan of how they will achieve a minimum of 33% for the unmet metric(s) and the date they will meet this requirement for the metric(s), not to exceed sixty (90) calendar days for resolution to address any of the unmet metric(s).
- 15.3. When the City of Spokane's Homeless Management Information System (HMIS/CMIS) is updated to collect the data for the metrics contained in Exhibit C, Grantee will also enter the required data into the City of Spokane's HMIS/CMIS, and will continue to upload the Exhibit C reports to the Grantees' systems with the monthly invoices. Additionally, when the City of Spokane has updated the HMIS/CMIS to produce the reports in accordance with the minimum performance

standards and performance targets set by the CoC approved Performance Management Plan for all homeless service projects, the Grantee will comply with these standards and targets.

- 15.4. Performance metrics as contained in Exhibit C – Statement of Work Performance Payment Model Metrics, will be provided by the Grantee in the form of monthly reports and will include the data as specified in Exhibit C, including:
  - 15.4.1. The counts and data for each metric and for all geographical areas within Spokane County; and
  - 15.4.2. The counts and data for each metric specifically for only the unincorporated areas of Spokane County and the twelve (12) cities/townships of Airway Heights, Cheney, Deer Park, Fairfield, Latah, Liberty Lake, Medical Lake, Millwood, Rockford, Spangle, Spokane Valley, and Waverly; and
  - 15.4.3. The percentage for each metric calculated as the Count for the 12 Cities/Townships & Unincorporated Areas within Spokane County divided by the Count for All Geographic Areas within Spokane County; and
  - 15.4.4. The counts and data for each metric for individuals served from all geographical areas outside of Spokane County; and
  - 15.4.5. The counts and data for each metric for individuals served from “Unknown” geographical areas or their residence is “Unknown”; and
  - 15.4.6. The reporting format is to be approved by the Grantors. Reports should include the identification of the wrap-around services that will be located within “The Way Out Center” that will assist with employment, housing, and other necessary client services.
- 15.5. Grantee shall identify necessary Project policies and procedures and protocols including: eligibility criteria for selecting eligible participants, following the formal CoC Coordinated Entry process, system, assessments, prioritizations, etc. for referral processing, such that the Grantee is responsive to regional jurisdictions’ needs.
- 15.6. Logic Model, a module within the Spokane County CSHCD Department’s Neighborly System, will also need to be completed by the twentieth (20<sup>th</sup>) of each month with each request for reimbursement. Refer to Exhibit D for the Statement of Work CSHCD’s Neighborly System Data Reporting Requirements. Grantee is not required to provide a Neighborly System report to the County’s CSHCD Department.
- 15.7. Grantee shall submit the Exhibit D Data Reporting Requirements into the City’s HMIS/CMIS, and is not required to provide a HMIS/CMIS report to the City, for Exhibit D data reporting.
- 15.7. Accurate input and maintenance of data in the County’s CSHCD Neighborly System and into the City’s HMIS/CMIS, is a condition of funding.

## **16. INDEMNIFICATION AND INSURANCE**

- 16.1. Indemnification:
  - 16.1.1. The Grantee is an independent Grantee and not an agent or employee of the Grantors. No liability shall attach to the Grantors for entering into this

contract or because of any act or omission of the Grantee except as expressly provided.

- 16.1.2. The Grantee agrees to defend, indemnify, and hold the Grantors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Grantee, its agents or employees to the fullest extent permitted by law. The Grantee's duty to defend, indemnify, and hold the Grantors harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Grantors, their agents or employees. The Grantee's duty to defend, indemnify, and hold the Grantors harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the Grantors or Consultant, their agents or employees, and (b) Grantee, its agents or employees shall apply only to the extent of negligence of the Grantee or its agents or employees. Grantee's duty to defend, indemnify, and hold the Grantors harmless shall include, as to all claims, demands, losses, and liability to which it applies, the Grantors' personnel-related costs, reasonable attorney's fees, court costs, and all other claim-related expenses.
- 16.1.3. The Grantee's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
- 16.1.4. The Grantee further agrees that this duty to indemnify Grantors applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Grantee for liability for injuries to Grantee's workers and employees, and Grantee hereby waives any such immunity for the purpose of this duty to indemnify County.
- 16.1.5. THE GRANTORS AND THE GRANTEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. The Grantee's duties under this section shall survive expiration or earlier termination of the Agreement.

16.2. Insurance:

- 16.2.1. The Grantee shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsement and bonding are provided to the County of Spokane. The Grantee's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the

certificate of insurance, signed by the insurance agent for the Grantee with proof of the County's additional insured status and returned to the Spokane County Purchasing Department. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed, and the certificate shall reflect that the County of Spokane is an additional named insured on the Grantee's general liability policy with respect to activities under the contract. The policy shall provide, and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 16.2.1.1. Washington State Public Entity liability coverage requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031.
- 16.2.2. The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Grantee.
- 16.2.3. The Grantee shall not commence work, nor shall the Grantee allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Grantee shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Grantee's policy currently in force.
- 16.2.4. Failure of the Grantee to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion. Alternatively, the County may procure and maintain, at the Grantee's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against payment due to the Grantee under the Agreement.
- 16.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Grantee from liability in excess of such amounts.
- 16.2.6. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below.
  - 16.2.6.1. General Liability Insurance: The Grantee shall carry, for the duration of this Agreement, Commercial General Liability Insurance in the amounts of One Million Dollars (\$1,000,000.00) Per Occurrence with no deductible; General Aggregate Two Million Dollars (\$2,000,000.00). The policy shall include general liability arising out of premises, operations, independent contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.

- 16.2.6.2. Additional Insured Endorsement: The Contractor's general liability insurance policy must provide that Spokane County be specifically named additional insured(s) for all coverage provided by the Contractor's general liability insurance policy and shall be fully and completely protected from all claims. Proof of Additional Insured status shall be submitted in the following ways:
  - 16.2.6.2.1. Forward the insurance policy language that provides "Blanket additional insured status through contract or to government agencies or,
  - 16.2.6.2.2. A copy of the general liability additional insured endorsement that names "Spokane County, It's Officers, Agents and Employees" as Additional Insured.
- 16.2.6.3. Proof of Automobile Insurance: The Grantee shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of One Million Dollars (\$1,000,000.00), for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be cancelled, materially changed, or renewed without forty-five (45) days written notice thereto to Spokane County.
- 16.2.6.4. Professional Liability Insurance: The Grantee shall carry Professional Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three Million Dollars (\$3,000,000.00) aggregate covering Spokane County.
- 16.2.6.5. Workers Compensation: When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number.
- 16.2.6.6. Waiver of Subrogation: The County shall not be liable to the Grantee or to any insurance company (by way of subrogation or otherwise) insuring the Grantee for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of the County, its agents or employees, if such loss or damage is covered by insurance benefiting the Grantee suffering such loss or damage was required to be covered by insurance under terms of the Agreement. Grantee shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

## **17. CONFLICT OF INTEREST**

- 17.1. The Parties hereto shall maintain a Code of Conduct, and provide a copy with signed contract, which governs the performance of employees, agents, consultants, officers, or elected or appointed officials who: 1) exercise any function or

responsibility with respect to the award or administration of contracts or procurement actions funded in whole or in part by funds made available hereunder or 2) are in a position to participate in a decision making process or gain inside information with regard to such activities. These individuals are prohibited from obtaining a personal or financial interest or benefit from any activity, or having an interest in any contract, subcontract or agreement with respect thereto, or the process thereunder, either for themselves or their family or business ties during their tenure or for a one (1) year period thereafter.

17.2. The Grantee organization/agency shall adopt and provide the Grantors with a copy of such Code of Conduct within thirty (30) days of the execution of this Agreement if a Code of Conduct described in the preceding paragraph is not already in effect.

17.3. In the performance of the Agreement, the Grantee agrees to comply with all applicable laws and regulations that may pertain to conflicts of interest. These include any applicable provisions of Title 42 RCW. Any violation of this section shall constitute a material breach of this Agreement, allowing the Grantors to terminate the Agreement pursuant to the terms hereof.

## **18. JURISDICTION**

18.1. This Agreement shall be governed by the law and statutes of the State of Washington. Venue for any action hereunder shall be in the Superior Court for Spokane County, Washington or in the case of federal action or removal by either party, the United States District for the Eastern District of Washington at Spokane, unless administrative agency has primary jurisdiction.

## **19. MEDIA CONTACT**

19.1. Grantee agrees to reach out through an established contact list, including the Grantors' contacts in the Notice section of this Agreement, within one (1) working day of the contact, regarding serious issues involving the media.

## **20. CRITICAL INCIDENTS**

20.1. The Grantee agrees to reach out through an established contact provider list, including the Grantors' contacts in the Notice section of this Agreement, within one (1) working day of becoming aware of serious events involving a current Project participant:

20.2. The Grantors or Grantee will notify the following agencies or any others when required by law:

20.2.1. Adult Protective Services;

20.2.2. Child Protective Services;

20.2.3. Department of Health;

20.2.4. Local Law Enforcement;

20.2.5. Medicaid Fraud Control Unit; or

20.2.6. Washington State Patrol.



- 20.3. The Grantors may require the Grantee to provide additional information regarding efforts designed to prevent or lessen the possibility of future or similar incidents.

## **21. MISCELLANEOUS**

- 21.1. Further Documentation: Grantee agrees to execute, acknowledge, and deliver upon reasonable request by the County any document, which the Grantors reasonably deem necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 21.2. Headings: The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 21.3. Gender and Grammar: Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 21.4. Right of Inspection: The Grantee is subject to the privacy right of its client population, shall provide right of access to its facilities or any of its officers, to the Grantors or to any other authorized agent or official of the Grantors, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 21.5. Time is of the Essence. Time is and will be of the essence for each term and provision of this Contract.
- 21.6. Execution and Approval. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Contract.
- 21.7. No Third-Party Beneficiaries. Nothing in this Contract is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- 21.8. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same. Faxed signatures shall constitute original signatures.
- 21.9. Construction. This Contract is intended to express the mutual intent of the Parties and, irrespective of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.
- 21.10. Notices. Wherever in this Contract written notices are to be given or made they will be sent by certified mail, return receipt requested, or hand delivered and receipted for, to the address listed in the Notice section of this agreement or at such other address that either party may designate by notice in writing.

## **22. NOTICE**

- 22.1. Any notices required in accordance with any of the provisions herein shall be delivered personally or sent by USPS registered or certified mail unless otherwise specified to:

CSHCD to: **Community Development Specialist 3 / Program Manager**  
Spokane County Community Services, Housing, and Community  
Development (CSHCD) Department  
1116 W. Broadway Avenue  
Spokane, WA 99260

CSHCD copy to: **Director**  
Spokane County Community Services, Housing, and Community  
Development (CSHCD) Department  
1116 W. Broadway Avenue  
Spokane, WA 99260

City of Spokane to: **Director**  
City of Spokane Neighborhoods, Housing and Human Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

Contractor to: **Contact**  
Provider Agency  
Address  
City, State ZIP

- 22.2. The Grantee shall maintain electronic mail access and contact during the regular business hours associated with the performance of contractual obligations under the Agreement.

## **23. LAWS**

- 23.1. The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies as contained in Exhibit E – Certifications.

## **24. PUBLICITY**

- 24.1. The Grantee agrees not to publish or use any advertising or publicity materials in conjunction with this Contract in which either of the Grantors' names are mentioned, or language used from which the connection with the Grantors or in which the Grantors' names may reasonably be inferred or implied, without the prior written consent of the Grantors.

## **25. SUB-GRANTING/SUBCONTRACTING**

- 25.1. The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Grantors.

- 25.2. If the Grantors approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Grantors in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.
- 25.3. Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to the Grantors if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to the Grantors for any breach in the performance of the Grantee's duties.
- 25.4. Every subcontract shall include a term that the Grantors is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**26. TAXES**

- 26.1. All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**27. PUBLIC RECORDS REQUESTS**

- 27.1. The Grantors and the Grantee agree that if either receives public records requests under chapter 42.56 RCW regarding this Contract, it will notify the other Parties in writing of the request, its intended response thereto, and afford the other Parties a ten (10) day time frame to take appropriate legal action to preclude the party from releasing the public record(s) to the requester.

## EXHIBIT A - DRAFT

### SPOKANE COUNTY, CITY OF SPOKANE, AND THE SALVATION ARMY (TSA) SCOPE OF WORK

#### The Way Out Center

Original Request to Grantors: \$ 5,000,000.00

Final Award from Grantors: \$ 5,000,001.60 (\$83,333.36 per month for a five year period)

Source of Funds: Homeless Housing Assistance Act - Spokane County (incl City of Spokane Valley) and City of Spokane

#### The Way Out Center Targeted Capacity Bridge Shelter and Transitional Housing Project Description

The Salvation Army will operate a targeted capacity bridge shelter and transitional housing center for adult individuals experiencing homelessness. Guests will be referred from onsite assessments at emergency shelters and review of referrals from the regional coordinated assessment system. The center provides extended stay shelter for up to 60 (sixty) adults who are homeless and are ready to make changes that will lead to stability and permanency in their lives. Guests will have an assigned bed with bedding and under bed storage. Participants of this program will be provided with case management, employment assistance, housing assistance, life skills, meals, transportation to appointments, meetings, medical/mental/behavioral health treatment. The Salvation Army thrift store vouchers will be available for guests in need of clothing and household items.

Participants showing a willingness to progress will be eligible to apply for participation in the transition housing component of the center where guests will have a private cubicle with a bed, bedding and under bed storage. These are the people who have gained employment and have access to case management, job coaching, transportation, chemical dependency classes. Meals will be provided. This phase of the program is estimated at 45 days with possible extensions, if needed for guests to obtain permanency.

All participants will be provided with three meals a day. The Salvation Army's The Way Out Center will offer homeless individuals a comprehensive suite of recovery programming designed to help residents experiencing personal barriers such as chemical or substance addiction, multiple relapses, incarceration, histories of abuse, abandonment and isolation, and functional and vocational disabilities to get back on their feet. When an individual can obtain housing, The Salvation Army may provide moving costs and security deposits.

The lower level of the building will be reserved for onsite Isolation and Quarantine space for Communicable Diseases, including but not limited to, COVID-19 as advised by the Spokane Regional Health District (SRHD).

The Salvation Army will provide monthly reports meeting the Performance Based Payment Model and Exhibit C with their invoices for payment, and a documented action plan for any metric not meeting these performance requirements. The Salvation Army will also enter performance metrics data into the City of Spokane's HMIS/CMIS system for required data elements (when available to do so) in meeting the Performance Management Plan as approved by the Spokane Regional Continuum of Care (CoC) through the CoC Five (5) Year Homelessness Strategic Plan (Exhibit C). The Salvation Army also agrees to enter the data meeting the County's invoicing and data reporting requirements into the CSHCD Neighborhood System and submitting the data to the City of Spokane as specified in the Agreement (Exhibit D).

## Approved Use of Funds

60 Bed Regional Bridge Shelter

<b>Expected Revenue</b>	
City of Spokane	\$ 500,000.00
Spokane County and City of Spokane Valley	\$ 500,000.00
Avista Foundation	\$ 50,000.00
Medicaid Reimbursement Estimate	\$ 85,000.00
Up to \$1M Dollar Gap (commitment by City of Spokane)	\$ 1,000,000.00
Local TSA Fundraising	\$ 110,000.00
<b>Total:</b>	<b>\$ 2,245,000.00</b>

<b>12-Month Operating Budget</b>	
<b>Administration</b>	
Professional Oversight/Admin	\$ 46,200.00
Indirect Costs	\$ 250,000.00
<b>Subtotal 1</b>	<b>\$ 296,200.00</b>

<b>Operations</b>	
Employee Wages & Benefits	\$1,221,900.00
Professional Fees	\$ 25,000.00
Supplies	\$110,000.00
Meals	\$300,000.00
Telephone/Internet	\$ 10,000.00
Printing, Postage & Shipping	\$7,400.00
Utilities	\$92,000.00
Equipment/Furnishings (Replacements)	\$ 19,000.00
Transportation	\$ 18,500.00
Special Assistant to Guests (Rent, Vouchers, Move in costs, etc)	\$ 75,000.00
<b>Subtotal 2</b>	<b>\$1,878,800.00</b>
Operating Reserve	\$ 70,000.00
<b>Total Expense (Subtotal 1 + Subtotal 2+ Reserve)</b>	<b>\$2,245,000.00</b>

**Additional Value-added Onsite Services Outside of Budget**

	Est. Value
Mental Health Counselor	\$ 31,200.00
Pre Employment	\$ 14,040.00
Post Incarceration services	\$ 14,040.00
Medical Health Services	\$ 14,040.00
Medicare Providers/Health and Wellness	\$ 19,080.00
Detox Referrals Services	\$ 42,400.00
Total:	\$ 134,800.00
Provider Value	\$ (134,800.00)
Budget Impact	0

## **EXHIBIT B**

### **SPOKANE COUNTY, THE CITY OF SPOKANE AND THE SALVATION ARMY (TSA)**

#### **THE WAY OUT CENTER**

#### **STATEMENT OF WORK CONTRACT COMPLIANCE ASSUMPTIONS**

1. Contract Compliance Assumptions for Contracts Based on Homeless Housing Assistance Act (HHAA) Restricted Funding:

##### **Required Participation Requirements (mandatory):**

Coordinated Entry Assessment

CMIS (formerly HMIS)-Homeless Manage Information System; Data Entry for Reporting Performance Metrics

Point-In-Time Responsibilities

Spokane County CSHCD's Neighborly Reporting System (data entry)

Regional Continuum of Care Coordination

Homeless Coalition Coordination

Regional Homeless Outreach Efforts

Consistency with Regional 5-Year Plan

Performance Management Plan

Fair Housing Act

Non-Discrimination

Federal Reasonable Accommodations

Low-Barrier Shelter-assisting homeless individuals suffering from mental illness, chemical addiction, leaving incarceration etc.

Multi-year agreement subject to annual renewal tied to performance evaluation by Spokane County CSHCD, also subject to City of Spokane's new performance-based funding model

Financial and Performance Audits

Documented Protocol for How Referrals Are Made by Partnering Agencies to The Salvation Army, and How Referrals Are Processed for Ensuring All County Beneficiaries Have Equal Access by following the

Formal CoC Approved Coordinated Entry Process/System/Assessment in Accordance with the CoC 5 Year Plan

Compliance with RCW 43.185(C)

## 2. General Contract Assumptions

Set-aside capacity in space for Isolation and Quarantine beds/services

Useful/applicable Homeless Definitions

Identification of Points of Entry

Presentation of the draft-contract to the CoC Board for comments (if time allows, otherwise, a post contracting presentation)

Details regarding quarterly performance reports to be shared with the CoC Board

Shelter Staffing Requirements: Day; Night; Holidays

Hours of operation: Day; Night; Holidays

Facility Site Inspections

Facility's Operational Policies & Procedures

Compliance with Applicable Cross-cutting Federal Requirements



## EXHIBIT C

### SPOKANE COUNTY, CITY OF SPOKANE AND THE SALVATION ARMY (TSA)

#### THE WAY OUT CENTER

#### STATEMENT OF WORK PERFORMANCE PAYMENT MODEL METRICS

A monthly report(s) of the following key performance metrics shall accompany the Grantee's monthly invoice for performance payment purposes.

If any of the following metrics' percentages (Column C) are less than thirty-three percent (33%) in a reporting month, Grantee shall submit with their monthly report(s) a written summary containing an action plan of how they will achieve a minimum of 33% for the unmet metric(s) and the date they will meet this requirement for the metric(s), not to exceed sixty (90) calendar days for resolution to address the unmet metric(s).

Metric No.	Description	Count for All Geographic Areas within Spokane County (A)	Count for the 12 Cities/Towns & Unincorporated Areas within Spokane County (Excluding City of Spokane) (B)	Percentage (Calculated as the Count for the 12 Cities/Towns & Unincorporated Areas within Spokane County / Count for All Geographic Areas within Spokane County) $C = (B / A) * 100$	Count for Outside of Spokane County (D)	Count for Originating Geographic Area or Residence is "Unknown" (E)
1	Individuals Service Satisfaction					
2	Populations Served (men, women, couples)					
3	Admissions					

4	Unduplicated Admissions					
5	Individuals with Medicaid, Other Insurance, or No Insurance (Other)					
6	Connected to treatment resources					
7	Connected to employment					
8	Connected to Behavioral Health Services (mental health and/or substance use disorder)					
<b>Metric No.</b>	<b>Description</b>	<b>Count for All Geographic Areas within Spokane County</b>	<b>Count for the 12 Cities/Towns &amp; Unincorporated Areas within Spokane County(Excluding City of Spokane)</b>	<b>Percentage (Calculated as the Count for the 12 Cities/Towns &amp; Unincorporated Areas within Spokane County / Count for All Geographic Areas within Spokane County)</b>		
9	Connected to Housing (supportive/independent)					
10	Meals Served					
11	Average Length of Stay					
12	Individuals reporting improvement in well-being and mental health recovery					

13	Neighborhood Satisfaction								
14	First Responder Service Calls								
15	911 and/or Crime Check Calls								
16	Admission Screenings								

# EXHIBIT D

## SPOKANE COUNTY, CITY OF SPOKANE AND THE SALVATION ARMY (TSA) THE WAY OUT CENTER STATEMENT OF WORK CSHCD NEIGHBORLY SYSTEM AND CITY HMIS/CMIS DATA REPORTING REQUIREMENTS

Block	Accomplishment
Total Number of Persons Assisted	Total Number of unduplicated persons assisted this month from all locations
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Cheney, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Spokane Valley, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Deer Park, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Medical Lake, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Liberty Lake, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Waverly, Latah, Fairfield, Rockford or Spangle, WA
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Airway Heights
Total Number of Persons Assisted	Total number of unduplicated persons assisted from North Unincorporated County
Total Number of Persons Assisted	Total number of unduplicated persons assisted from West Unincorporated County
Total Number of Persons Assisted	Total number of unduplicated persons assisted from East Unincorporated County
Total Number of Persons Assisted	Total number of unduplicated persons assisted from South Unincorporated County
Total Number of Persons Assisted	Total number of unduplicated persons assisted from Millwood, WA
Beneficiaries - Race/Ethnicity	White
Beneficiaries - Race/Ethnicity	Hispanic Ethnicity (associated with any of the listed races)
Beneficiaries - Race/Ethnicity	Black/African American
Beneficiaries - Race/Ethnicity	Asian
Beneficiaries - Race/Ethnicity	American Indian/Alaskan Native
Beneficiaries - Race/Ethnicity	Native Hawaiian/Other Pacific Islander
Beneficiaries - Race/Ethnicity	American Indian/Alaskan Native & White
Beneficiaries - Race/Ethnicity	Asian & White
Beneficiaries - Race/Ethnicity	Black African American & White
Beneficiaries - Race/Ethnicity	Am. Indian/Alaskan native & Black/African American
Beneficiaries - Race/Ethnicity	Other Multi-Racial
Beneficiary Income	Number of Extremely Low-income Persons assisted <30% MFI
Beneficiary Income	Number of Low-Income persons assisted 30%-50% MFI
Beneficiary Gender and Age	Intakes identify as female
Beneficiary Gender and Age	Intakes identify as male
Beneficiary Gender and Age	Intakes identify as non-binary
Beneficiary Gender and Age	Intakes identify as LGBTQ
Help the Homeless	This month completed 16 hours of self sufficiency
Exits from the Program/Project/Activity	Exited emergency Shelter in 90 days or less
Exits from the Program/Project/Activity	Exit from transitional housing 2 years or less
Exits from the Program/Project/Activity	Exit to Permanent housing other than Rapid Rehousing
Exits from the Program/Project/Activity	Exits to rental by client with Rapid Rehousing or equivalent subsidy
Exits from the Program/Project/Activity	Exits to rental by client with no ongoing housing subsidy
Exits from the Program/Project/Activity	Exits to rental by client with other ongoing housing subsidy (use of vouchers)
Exits from the Program/Project/Activity	Exits; staying or living with family, permanent tenure
Exits from the Program/Project/Activity	Exits; staying or living with friends, permanent tenure
Exits from the Program/Project/Activity	Exits; unknown
Exits from the Program/Project/Activity	Exits; relocation out of Spokane County
Exits from the Program/Project/Activity	Exits; Increased income at exit

**EXHIBIT E**  
**CERTIFICATIONS**

1. **CERTIFICATION OF COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990:** I affirm that I have read and fully understand the applicable portions of the Americans with Disabilities Act of 1990. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
2. **CERTIFICATION OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:** I affirm that I have read and fully understand the applicable portions of Section 504 of the Rehabilitation Act of 1973, as amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
3. **CERTIFICATION OF COMPLIANCE WITH THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:** I affirm that I have read and fully understand the applicable portions of The Civil Rights Act of 1964, As Amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
4. **CERTIFICATION OF COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT OF 1988:** I affirm that I have read and fully understand the applicable portions of The Drug Free Workplace Act of 1988. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.
5. **CERTIFICATION REGARDING LOBBYING**
  - 5.1. The undersigned certifies, to the best of his or her knowledge and belief that:
    - 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 5.1.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned agrees to complete and submit Standard Form=LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

- 6.1. The agency certifies to the best of its knowledge and belief that it, its employee's and individuals or entities with an ownership or control interest:
  - 6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 6.1.2. Have not within a three year period preceding this contract agreement been convicted of 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, or receiving stolen property.
  - 6.1.3. Are not presently indicted for 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.
  - 6.1.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 6.2. By signing below, the agency certifies that debarment status for each employee, all new employees and all individuals or entities with an ownership or control interest has been verified at <http://exclusions.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/?> and that each employee, any new employees and all individuals or entities with ownership or control interest have been checked monthly against the monthly supplement available at [http://oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp).

**7. AUDIT REQUIREMENTS**

- 7.1. The Contractor shall establish and maintain its own written process to ensure its periodic independent review or independent audit.
- 7.1.1. At a minimum, an independent financial review is required every year if the Contractor has received less than One Hundred Thousand Dollars (\$100,000.00).
- 7.1.2. An independent financial audit is required every year if the Contractor has received funding equal or greater than One Hundred Thousand Dollars (\$100,000.00).
- 7.2. VERIFICATION OF 2 CFR PART 200 AUDIT
- 7.2.1. If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.
- 7.3. The undersigned certifies, to the best of his or her knowledge and belief that the Contractor is either required or not required to procure the below mentioned review or audit.

**8. VERIFICATION OF WORKMAN'S COMPENSATION COVERAGE**

- 8.1. The undersigned certifies, to the best of his or her knowledge and belief that the State Industrial Account Identification Number listed below is assigned to the Contractor and that the coverage is in effect, per the contract which reads:
- "When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing its Contractor's State Industrial Account Identification number."

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of the laws and regulations listed above and that the information provided below is accurate. I understand that a false statement on this certification may be grounds for termination of the contract agreement.

Are you required to obtain a 2 CFR Part 200 audit?

Yes ☐ No ☐\*

**\*If you are not required to obtain a 2 CFR Part 200 audit you are then required to obtain an Independent Audit.**

When does your fiscal year begin? \_\_\_\_/\_\_\_\_/\_\_\_\_

When does your fiscal year end? \_\_\_\_/\_\_\_\_/\_\_\_\_

The agencies State Industrial Account Number is: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**Agency Name**

---

**Printed Name**

---

**Title**

---

**Signature**



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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

ORD C36123

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

ACCOUNTING

**Contact Name/Phone**

MICHELLE MURRAY X6320

**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Agenda Item Name**

5600 - SBO FOR ACCOUNTING SALARY SAVINGS

**Agenda Wording**

Action to approve the use of salary savings for contractual services to place temporary/seasonal employees while in the process of hiring for two fulltime positions.

**Summary (Background)**

The Accounting Department has had some recent promotions and retirements leaving 3 Accounting Clerk vacancies that are very critical to the operations data entry, payroll, reconciliations, payment batching and processing. This contract is temporary but necessary to backfill these positions during the Civil Service process.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ (20,000)

# 5600-76330-14230-01060-99999

Expense \$ (19,000)

# 5600-76310-14230-01060-99999

Expense \$ (6,000)

# 5600-30210-14230-08490-99999

Expense \$ 45,000

# 5600-30210-14230-54201-99999

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

MURRAY, MICHELLE

**Study Session\Other**

F&amp;A 10-18-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

mmurray@spokanecity.org; cbaird@spokanecity.org

**Additional Approvals**

twallace@spokanecity.org; pingiosi@spokanecity.org

**Purchasing**

jstratton@spokanecity.org; jmiller@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

ddaniels@spokanecity.org; ablain@spokanecity.org

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for Accounting Salary Savings
<b>Date:</b>	9/24/21
<b>Contact (email &amp; phone):</b>	Michelle Murray mmurray@spokanecity.org 509-625-6320
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Michelle Murray
<b>Committee(s) Impacted:</b>	Public Safety Committee
<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)	Action to approve the use of salary savings for contractual services to place temporary/seasonal employees while in the process of hiring for two fulltime positions
<b>Background/History:</b>	
The Accounting Department has had some recent promotions and retirements leaving 3 Accounting Clerk vacancies that are very critical to the operations data entry, payroll, reconciliations, payment batching and processing. This is contract is temporary but necessary to backfill these positions during the Civil Service 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. C36123

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 establish and make changes in the appropriations of the Accounting Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- (1) Decrease the appropriation for vacant Accounting Clerk positions by \$ 45,000.
- (2) Increase the appropriation for contractual services by \$ 45,000.
- (A) \$ 45,000 of the increased appropriation in contractual services is provided solely for a contracted temporary/seasonal employee to backfill staff shortages during the hiring process for a full-time position.
- (3) There is no change to the total appropriation level in the Accounting Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for contractual services in the Accounting Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

ORD C36124

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

RETIREMENT

**Contact Name/Phone**

PHILLIP TENCICK 6336

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

PTENCICK@SPOKANECITY.ORG

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

Special Budget Ordinance

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

1985 - SBO FOR VOYA DEFERRED COMP FUND

**Agenda Wording**

SBO to increase appropriation by \$10,000 solely for advisory technical services.

**Summary (Background)**

VOYA collects participants fees. These fees are used to pay VOYA administration costs and City of Spokane administrative costs. There was an unforeseen audit of the City's deferred comp accounts by the IRS which added expenses that were not budgeted for in the 2021 budget. This increase would allow for those unexpected expenses.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

**Study Session\Other**

10/18/2021

**Division Director****Council Sponsor**

Michael Cathcart

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

cshisler@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

ORDINANCE NO. C36124

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 VOYA Defined Contribution Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Defined Contribution Administration Fund, and the budget annexed thereto with reference to the Defined Contribution Administration Fund, the following changes be made:

- (1) Increase revenue by \$10,000.
- (A) \$10,000 of the increased revenue is from the available cash balance of the fund.
- (2) Increase appropriation by \$10,000.
- (A) \$10,000 of the appropriation is provided to the VOYA Defined Contribution Fund solely for advisory technical services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to procure advisory technical services for the VOYA defined contribution plan and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
11/01/2021

<b>Date Rec'd</b>	10/21/2021
<b>Clerk's File #</b>	ORD C36125
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2021-0696, OPR 2021-0256
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	MARGARET 509-867-8539
<b>Contact E-Mail</b>	MHINSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1680 - SBO FOR TREASURY RENT ASSISTANCE PROGRAM 2.0 (T-RAP 2.0)

**Agenda Wording**

CHHS is requesting approval of the attached SBO related to the acceptance of the Commerce Treasury Rent Assistance Grant. This SBO creates budget capacity in order to utilize the funds.

**Summary (Background)**

These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO Grant related? YES

Public Works? NO

**Fiscal Impact**

**Budget Account**

Revenue	\$ 10,540,405.00	# 1760-95599-99999-33321-99999
Expense	\$ 10,276,895.00	# 1760-95599-51010-54201-99999
Expense	\$ 109,241.00	# 1760-95599-51030-51991-99999
Expense	\$ 38,235.00	# 1760-95599-51030-52991-99999

**Approvals**

**Council Notifications**

<b><u>Dept Head</u></b>	DAVIS, KIRSTIN	<b><u>Study Session\Other</u></b>	Urban Exp. - 10/11/21
<b><u>Division Director</u></b>	DAVIS, KIRSTIN	<b><u>Council Sponsor</u></b>	CM Stratton
<b><u>Finance</u></b>	MURRAY, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	mhinson@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kmartin@spokanecity.org	
<b><u>Additional Approvals</u></b>		efinch@spokanecity.org	
<b><u>Purchasing</u></b>		kdavis@spokanecity.org	
<b><u>MANAGEMENT &amp;</u></b>	INGIOSI, PAUL	chhsgrants@spokanecity.org	
<b><u>GRANTS,</u></b>	BROWN, SKYLER	chhsaccounting@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Expense     **\$** 116,034.00

Select       **\$**

**Budget Account**

**#** 1760-95599-51030-54992-99999

**#**

**Distribution List**


ORDINANCE NO. C36125

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 Emergency Rental Assistance Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

- (1) Increase revenue by \$10,540,405.
  - (A) Of the increased revenue, \$10,540,405 is from the Washington State Department of Commerce Treasury Rental Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
- (2) Increase appropriation by \$10,540,405.
  - (A) Of the increased appropriation, \$10,276,895 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.
  - (B) Of the increased appropriation, \$263,510 is provided solely for the City's administration of the rent assistance program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

ORD C36126

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #**OPR 2021-0697,  
OPR 2021-0020**Contact Name/Phone**

MARGARET 509-867-8539

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

MHINSON@SPOKANECITY.ORG

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

Special Budget Ordinance

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

1680 - SBO FOR TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA 2)

**Agenda Wording**

CHHS is requesting approval of the attached SBO related to the acceptance of the Treasury Emergency Rent Assistance Grant. This SBO creates budget capacity in order to utilize the funds.

**Summary (Background)**

The Treasury ERA 2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

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

Revenue \$ 5,297,865.00

# 1760-95596-99999-33121-99999

Expense \$ 5,165,418.00

# 1760-95596-51010-54201-99999

Expense \$ 54,907.00

# 1760-95596-51030-51991-99999

Expense \$ 19,218.00

# 1760-95596-51030-52991-99999

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

DAVIS, KIRSTIN

**Study Session\Other**

F &amp; A - 10/18/2021

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kmartin@spokanecity.org

**Additional Approvals**

efinch@spokanecity.org

**Purchasing**

kdavis@spokanecity.org

**MANAGEMENT &**

INGIOSI, PAUL

chhsgrants@spokanecity.org

**GRANTS,**

BROWN, SKYLER

chhsaccounting@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Expense     **\$** 58,322.00

Select       **\$**

**Budget Account**

**#** 1760-95596-51030-54992-99999

**#**

**Distribution List**


ORDINANCE NO. C36126

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 Emergency Rental Assistance Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

- (1) Increase revenue by \$5,297,865.
- (1) Of the increased revenue, \$5,297,865 is from United States Department of Treasury Emergency Rent Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
- (2) Increase appropriation by \$5,297,865.
- (A) Of the increased appropriation, \$5,165,419 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.
- (B) Of the increased appropriation, \$132,446 is provided solely for the City's administration of the rent assistance program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

RES 2021-0090

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

HUMAN RESOURCES

**Contact Name/Phone**MEGHANN 625-6903  
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

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

Resolutions

**Requisition #****Agenda Item Name**0620 RESOLUTION APPOINTING CARLY CORTRIGHT AS DIRECTOR OF  
NEIGHBORHOOD SVCS**Agenda Wording**

Resolution Appointing Carly Cortright as Director of Neighborhood Services.

**Summary (Background)**

Resolution Appointing Carly Cortright as Director of Neighborhood Services.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**STEINOLFSON,  
MEGHANN**Study Session\Other**Finance Committee  
10/18/2021**Division Director**STEINOLFSON,  
MEGHANN**Council Sponsor**CM Kinnear & CM  
Wilkerson**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

msteinolfson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jquick@spokanecity.org

**Additional Approvals****Purchasing**

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	Council Confirmation of Mayoral Appointee
<b>Date:</b>	October 18, 2021
<b>Contact (email &amp; phone):</b>	Meghann Steinolfson msteinolfson@spokanecity.org 625-6903
<b>City Council Sponsor:</b>	CM Kinnear and CM Wilkerson
<b>Executive Sponsor:</b>	Nadine Woodward, Mayor
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.195 Department Head Approval Process SMC 03.01A.355 Neighborhood Services
<b>Strategic Initiative:</b>	21 <sup>st</sup> Century Workforce
<b>Deadline:</b>	November 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Confirm the Appointment of Carly Cortright to Director of Neighborhood Services
<b>Narrative:</b> All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03 01A.195.	
<b>Executive Summary:</b>  <u>Appointment of Carly Cortright to Director of Neighborhood Services (SMC 3.01A.355)</u> <ul style="list-style-type: none"> <li>Ms. Cortright has worked for the City of Spokane since 2003 in a variety of roles for the Police Department, and since 2015, My Spokane.</li> <li>Ms. Cortright has been the Director of Customer Experience (My Spokane) since January 2020.</li> <li>In September 2020 Ms. Cortright assumed leadership for the Department of Neighborhood Services in addition to My Spokane.</li> <li>Ms. Cortright was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood Services.           <ul style="list-style-type: none"> <li>Upon confirmation, Ms. Cortright would vacate the Director of Customer Experience position and the City would recruit for her replacement.</li> </ul> </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 type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**RESOLUTION 2021-0090**

A Resolution approving the appointment of Carly Cortright as Director of Neighborhood Services.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Carly Cortright as Director of Neighborhood Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Carly Cortright as Director of Neighborhood Services.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2021.

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

Approved as to form:

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



# Agenda Sheet for City Council Meeting of:

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

RES 2021-0091

**Renews #**

**Cross Ref #**

**Project #**

**Bid #**

**Requisition #**

**Submitting Dept**

RETIREMENT

**Contact Name/Phone**

PHILLIP TENCICK 6336

**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Agenda Item Name**

6100 SPOKANE EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION RATE CHANGE

## Agenda Wording

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

## Summary (Background)

Spokane Employees Retirement System (SERS) contribution rates are to be reviewed annually to meet the Actuarially Determined Contribution Rate (ADC). The ADC Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020. SERS contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both (20.50% total) effective pay period beginning December 26, 2021.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals**

**Council Notifications**

**Dept Head**

TENCICK, PHILLIP

**Study Session\Other**

**Division Director**

**Council Sponsor**

Michael Cathcart

**Finance**

WALLACE, TONYA

**Distribution List**

**Legal**

PICCOLO, MIKE

cshisler@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

tszambelan@spokanecity.org

**Additional Approvals**

tgallegos@spokanepfd.org

**Purchasing**

bgarwood@spokanepfd.org

Jenni.Folden@srec911.org

## **RESOLUTION NO. 2021-0091**

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, SERS contribution rates are to be reviewed and adjusted annually to meet the Actuarially Determined Contribution Rate, and

WHEREAS, the Actuarially Determined Contribution (ADC) Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020, which will continue to improve the Plan's fiduciary position, and

WHEREAS, contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both the employee and City of Spokane (20.50% total), and

WHEREAS, the SERS Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the SERS Board met on May 5, 2021 and voted to approve the increased contribution rates, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately \$280,000 per year, with an equivalent decrease in pre-tax income for employees, and

WHEREAS, the increased contributions are included in the budgets submitted by the City of Spokane and SERS, and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 26, 2021, with the first contributions paid from the payday on January 14, 2022, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 10.00% to 10.25% of eligible compensation for both SERS participants and the City of Spokane.



Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 8, 2013

TO: Marnie Rorholm  
Engineering Services

Clerk's File No.  
ORD C35052

FROM: Terri Pfister, City Clerk

RE: Vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by the Corporation of Gonzaga University.

---

Attached is a copy of Ordinance C35052 for the vacation of:

Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by the Corporation of Gonzaga University.

This ordinance was read for the first time on November 4, 2013, 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

11/8/13  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35052 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 10/20/21  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 7, 2013

City Clerk File No.:  
ORD C35052

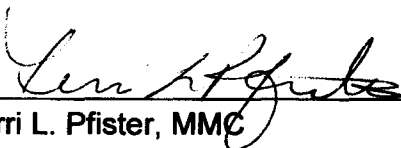
COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF DAKOTA STREET FROM THE SOUTH LINE OF SHARP AVENUE TO THE SOUTH LINE OF BOONE AVENUE REQUESTED BY THE CORPORATION OF GONZAGA UNIVERSITY

During its 6:00 p.m. Legislative Session held Monday, November 4, 2013, the Spokane City Council held a hearing on the above-described vacation. Subsequent to public testimony and comment by Eldon Brown of Engineering Services, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Engineering Services' Street Vacation Report dated October 10, 2013), the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by The Corporation of Gonzaga University.

In conjunction with the hearing, Ordinance C35052—vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue—was read for the first time, with further action deferred.

  
Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
11/04/2013

<b>Date Rec'd</b>	10/23/2013
<b>Clerk's File #</b>	ORD C35052
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2013-0075
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & DEVELOPMENT
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0650-DAKOTA STREET VACATION HEARING

**Agenda Wording**

Vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by The Corporation of Gonzaga University.

**Summary (Background)**

At its legislative session held October 7, 2013 the City Council set a hearing on the above vacation for November 4, 2013. Since that time, staff has solicited responses from all concerned parties.

**Fiscal Impact**

Select \$  
Select \$  
Select \$  
Select \$

**Budget Account**

#  
#  
#  
#

**Approvals**

<b>Dept Head</b>	CHESNEY, SCOTT
<b>Division Director</b>	QUINTRALL, JAN
<b>Finance</b>	LESESNE, MICHELE
<b>Legal</b>	BURNS, BARBARA
<b>For the Mayor</b>	SANDERS, THERESA

**Council Notifications**

<b>Study Session</b>	
<b>Other</b>	
<b>Distribution List</b>	sbarham@spokanecity.org

**Additional Approvals**

**Purchasing**

FIRST READING OF THE ABOVE

ORDINANCE HELD ON

11/4/2013

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C-35052

An ordinance vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue.

WHEREAS, a petition for the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue 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 Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue is hereby vacated. NE 1/4 S17 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, Comcast and the City of Spokane to protect existing and future utilities.

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

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

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

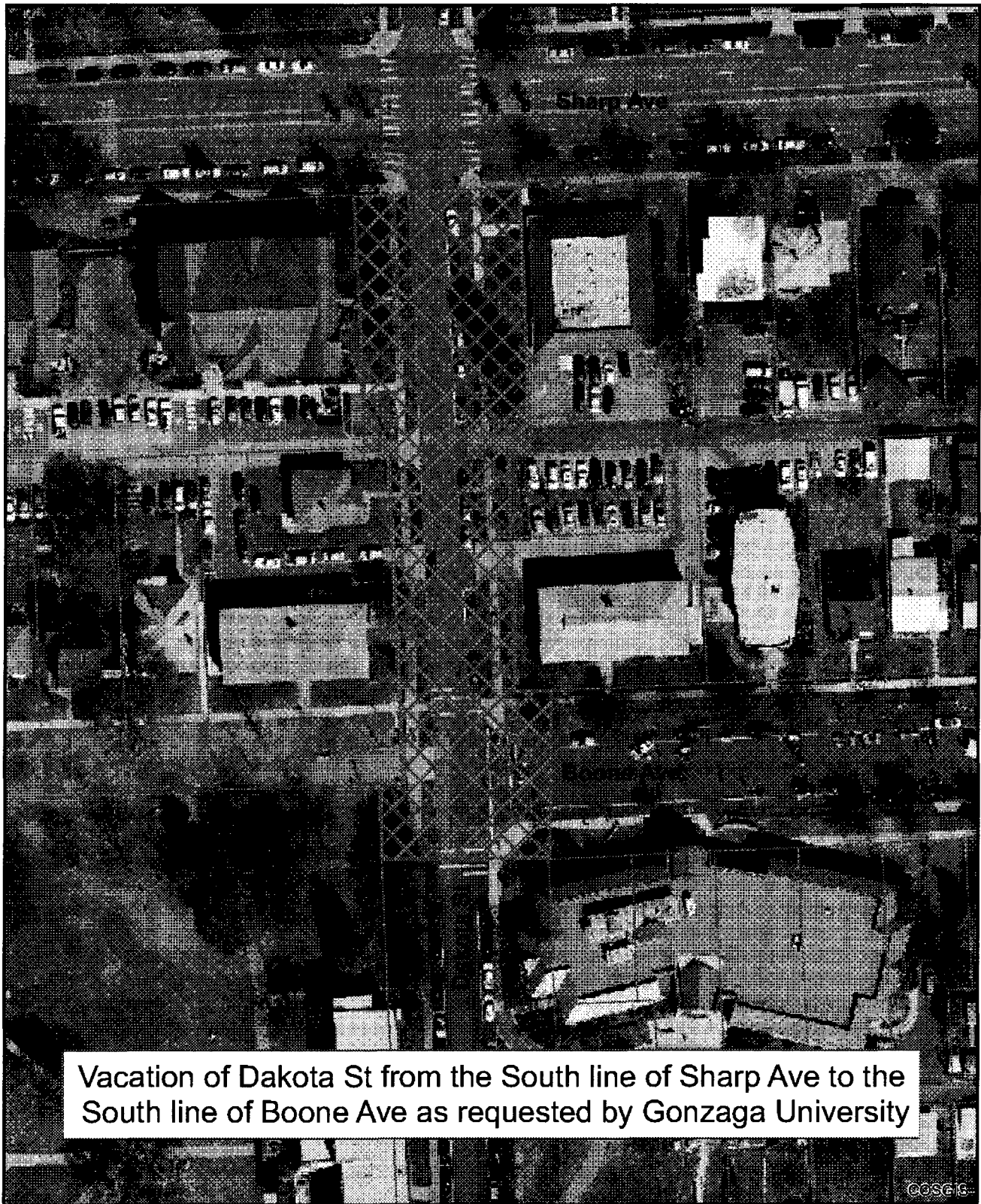
Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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



Vacation of Dakota St from the South line of Sharp Ave to the South line of Boone Ave as requested by Gonzaga University

COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.

40 20 0 40 80 Feet



AREA

**COSGIS**  
City of Spokane GIS





**CITY OF SPOKANE**  
**DEPARTMENT OF ENGINEERING SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6700 FAX (509) 625-6349

**STREET VACATION REPORT (P1302186VACA)**  
**October 10, 2013**

**LOCATION:** Vacation of Dakota Street from the South line of Sharp Avenue to the South line of Boone Avenue as requested by the Corporation of Gonzaga University

**PROPONENT:** Gonzaga University

**PURPOSE:** Recommended by Vacation report dated March 15, 2013 for Street Vacation Petition number P1204118VACA; Boone Ave. from the east line of Dakota St. to the west line of Cincinnati St.

**HEARING:** November 4, 2013

**REPORTS:**

**AVISTA UTILITIES** – No objection, retain easement for both electric and natural gas facilities in the area to be vacated. Provide a copy of the Ordinance upon issuance.

**COMCAST** – No objection, retain easement for facilities in this area including a cable plant.

**CENTURYLINK** – No objection, retain easement for facilities in this area, including underground duct structure and a vault.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – There are sewer, stormwater, and water services in the proposed vacation areas. Access will need to be maintained to these services.

**FIRE DEPARTMENT** – Property owners must maintain full fire access roads through the entire proposed vacation area. Dead-ends will require turnarounds. Please contact Spokane Fire Department for road requirements. Fire hydrant access must also be maintained.

**NEIGHBORHOOD SERVICES** – No comment.

**PARKS DEPARTMENT** – No comment.



**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - The City of Spokane (City) will require a utility easement for sewer, stormwater, and water for the full width of the Right-of-Way.

Gonzaga University will agree to take over ownership of sewer facilities in Boone-Sharp Alley from Dakota St. to Cincinnati St. when the alley is vacated. Until the alley can be vacated, an access easement shall be provided in Dakota St. from said alley to Sharp Ave. to provide pedestrian, bicycle, and vehicular connectivity or, if the access from the alley to Dakota St. is to be terminated, a turn-around complying with City Standards shall be constructed.

The plans for termination and closure must be submitted and accepted by Developer Services prior to construction, and the improvements must be satisfactorily constructed before final vacation approval. After vacation, all of the existing parcels should be aggregated to ensure no parcel is land-locked.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – Error! Bookmark not defined.No Comment.

**PLANNING & DEVELOPMENT – PLANNING** – Planning supports this street vacation as a planned progression of growth for the Gonzaga University Campus.

**POLICE DEPARTMENT** – No comment.

**SOLID WASTE MANAGEMENT** – No comment.

**STREET DEPARTMENT** – This vacation is consistent with overall discussions with Gonzaga University in the past-vacated street reports in the area. Including but not limited to: vacation of Boone Ave. from Dakota St. to Cincinnati St.; the South 15 feet of Desmet Ave. from the west line of vacated Cincinnati St. to the west line of Dakota St.; Dakota St. from the south line of Boone Ave. to the south line of Desmet Ave.; and Desmet Ave. from the east line of Lot 9, block 53, 1st Sub-Division of Block A in 3rd Sinto Addition to the east line of Dakota St.

1. Eliminate the stop at Dakota St. and Sharp Ave. for northbound traffic (SE Corner). This will now be a "Tee" intersection with a private driveway approach on the south side.
2. Eliminate the all-way stop at Dakota St. and Boone Ave.
3. The crosswalk markings on Dakota St. at Boone Ave. are no longer warranted with the vacation of Dakota St. The crosswalks may remain, however, Gonzaga University will be responsible for their maintenance, and the City will remove them from their maintenance list.

4. The stop-bar markings on Dakota St. at Boone Ave. must be permanently removed as the all-way stop at this intersection will be removed.
5. To identify Dakota St. from Sharp Ave. to Boone Ave. as a vacated private street, install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota St. at Sharp Ave.
6. Notify the City's Street Department – Signs and Markers Division at 509-232-8803, when removing City signs in relation to the street vacation work. Sign removals will include stop signs, street name signs, and parking regulation signs. The City's Signs and Markers Division will arrange retrieval of those signs from the contractor.
7. City Standard turn around shall be provided where needed for access easements.
8. Proper turn around shall be provided for the alley between Sharp Ave. and Boone Ave. at Dakota St. if vacated street layout changes in the future.

**WASTEWATER MANAGEMENT** – There are a number of sewer and storm assets in the proposed vacation area. In order to maintain these assets, Wastewater Management requests preservation of an easement to allow access to these assets for potential repair and upkeep. The easement should cover the full Right-of-Way of Dakota St. Wastewater Management recommends future privatization of the portion of the sewer from the current sewer manhole in the intersection of Dakota St. and Sharp-Boone Alley to Cincinnati St. This will continue the current private sewer from the west and resolve future access needs as development continues.

All new stormwater outside existing roadway for the area shall be collected and treated on-site.

**WATER DEPARTMENT** – No comment.

**BICYCLE ADVISORY BOARD** – No objection.

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Century Link, Avista, Comcast, and the City shall be retained to protect existing and future utilities.
2. Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Access to fire hydrant must be maintained.
3. All on-site stormwater runoff generated outside existing roadway must be collected and treated on the site

4. Gonzaga University will agree to take over maintenance and ownership of the sewer line that extends east from the manhole in the intersection of Dakota St. and Sharp-Boone Alley to Cincinnati St. during future vacation of named alley above. Until the alley can be vacated, an access easement shall be provided in Dakota St. from said alley to Sharp Ave. to provide pedestrian, bicycle, and vehicular connectivity or, if the access from the alley to Dakota St. is to be terminated, a turn-around complying with City Standards shall be constructed.
5. The plans for termination and closure of Dakota St at both Boone Ave and Sharp Ave intersections must be submitted to and accepted by City Developer Services prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
6. Eliminate the northbound (SE corner) stop at Dakota St. and Sharp Ave. This will now be a "Tee" intersection with a private driveway approach on the south side.
7. The crosswalk markings on Dakota St. at Boone Ave. are no longer warranted with the vacation of Dakota St. The crosswalks may remain, however, Gonzaga University will be responsible for their maintenance, and the City will remove them from their maintenance list.
8. The stop-bar markings on Dakota St. at Boone Ave. must be permanently removed as the all-way stop at this intersection will be removed.
9. To identify Dakota St. from Sharp Ave. to Boone Ave. as a vacated private street, install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota St. at Sharp Ave.
10. Notify the City's Street Department – Signs and Markers Division at 509-232-8803, when removing City signs in relation to the street vacation work. Sign removals will include stop signs, street name signs, and parking regulation signs. The City's Signs and Markers Division will arrange retrieval of those signs from the contractor.
11. Existing parcels should be aggregated to ensure no parcel is land-locked.
12. In accordance with the agreement between Gonzaga University and the City, approved by the City Council on September 27, 1993, the City suspends the provision that it will charge the appraised valuation for the vacated land in consideration of two easements that were previously granted to the City by Gonzaga University.

13. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2015



Eldon Brown, P.E.  
Principal Engineer – Developer Services

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 7, 2013

TO: Sandy Decker  
Engineering Services

Clerk's File No.  
ORD C34983

FROM: Terri Pfister, City Clerk


RE: **Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street.**

---

Attached is a copy of Ordinance C34983 for the vacation of:

**Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street.**

This ordinance was read for the first time on May 6, 2013, 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

5/9/13  
Date

---

Precedent conditions have been met and Ordinance C34983 is hereby returned for Final Reading.

  
Engineering Services Director

Dated: 10/21/20



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

May 9, 2013

City Clerk File No.:  
**ORD C34983**

**COUNCIL ACTION MEMORANDUM**

**RE: HEARING ON VACATION OF BOONE AVENUE FROM DAKOTA STREET TO CINCINNATI STREET**

During its 6:00 p.m. Legislative Session held Monday, May 6, 2013, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an overview by Eldon Brown of Engineering Services, Council inquiry and comment, public testimony, and additional Council comment, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Engineering Services' Street Vacation Report dated May 6, 2013), the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street requested by Gonzaga University.

In conjunction with the hearing, **Ordinance C34983**—vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street—**was read for the first time, with further action deferred.**

Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
05/06/2013

<b>Date Rec'd</b>	4/24/2013
<b>Clerk's File #</b>	ORD C34983
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0370-BOONE-DAKOTA STREET VACATION-GU

**Agenda Wording**

Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue (see attached)

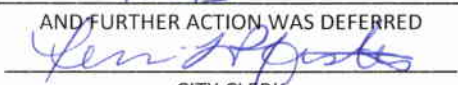
**Summary (Background)**

At its legislative session held April 8, 2013 the City Council set a hearing on the above vacation for May 6, 2013. Since that time, staff has solicited responses from all concerned parties.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	TAYLOR, MIKE	<b>Study Session</b>
<b>Division Director</b>	QUINTRALL, JAN	<b>Other</b>
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>
<b>Legal</b>	BURNS, BARBARA	sdecker@spokanecity.org
<b>For the Mayor</b>	SANDERS, THERESA	htrautman@spokanecity.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		

FIRST READING OF THE ABOVE ORDINANCE  
WAS HELD ON

5/6/2013  
AND FURTHER ACTION WAS DEFERRED

  
CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

\_\_\_\_\_  
CITY CLERK

H1 C34983



to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street requested by Gonzaga University proponent. (Logan Neighborhood Council)

### Fiscal Impact

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

[illegible]



City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C34983

An ordinance vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent 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 Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and the City of Spokane to protect existing and future utilities.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

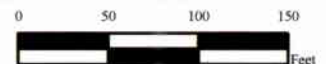
Date: \_\_\_\_\_

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



Date: February 8, 2013

**Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street**



**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**

### **DEPARTMENT OF ENGINEERING SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6700 FAX (509) 625-6349

## **STREET VACATION REPORT** May 6, 2013

**LOCATION:** Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1<sup>st</sup> Sub-Division of Block "A" in 3<sup>rd</sup> Sinto Addition to the East line of Dakota Street

**PROPONENT:** Gonzaga University

**PURPOSE:** Extending Johnson Mall

**HEARING:** May 6, 2013

**REPORTS:**

**AVISTA UTILITIES** – No objection, retain easement for both electric and natural gas facilities in the area to be vacated.

**COMCAST** – No objection.

**CENTURYLINK** – No objection, retain easement for facilities in this area including a conduit run, manholes and fiber.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – There are sewer, stormwater and water services in the proposed vacation areas. Access will need to be maintained to these services.

**FIRE DEPARTMENT** – Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Please contact Spokane Fire Department for road requirements. Fire hydrant access must also be maintained.

**NEIGHBORHOOD SERVICES** – No comment.

**PARKS DEPARTMENT** – No comment.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - The City will require a utility easement for sewer and water for the full width of the

Right-of-Way. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street (they will own the main from the manhole). The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal. After vacation all of the existing parcels should be aggregated to insure no parcel is land locked.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN - Error!  
Bookmark not defined.**

**PLANNING & DEVELOPMENT – PLANNING** – Planning supports this street vacation as a planned progression of growth for the Gonzaga Campus.

**POLICE DEPARTMENT** – No comment.

**SOLID WASTE MANAGEMENT** – No comment.

**STREET DEPARTMENT –**

Boone Avenue, from Dakota Street to Cincinnati Street:

The vacation of Boone, from Dakota to Cincinnati is unique in that it is not a dead end situation.

Since Gonzaga University is the property owner on both sides of Dakota, from Sharp Avenue to Boone Avenue, we recommend this vacation of Boone to also include the vacation of Dakota, from Sharp to Boone.

If Gonzaga does not pursue the further vacation of Dakota, from Sharp to Boone, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Boone Avenue, from Dakota Street to Cincinnati Street:

1. Eliminate the all-way stop at Dakota and Boone.
2. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
3. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed.



4. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a "tee" intersection and the stop signs are not warranted.
5. Permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
6. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati.
7. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
8. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Dakota Street, Boone Avenue to Desmet Avenue:

The following comments pertain specifically to the Vacation of Dakota Street, Boone Avenue to Desmet Avenue:

1. Proper turn around shall be provided for the alley.
2. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.
3. Install necessary signage to identify this as a dead end street.
4. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone.
5. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
6. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Desmet Avenue, Dakota Street to Mid Block between Dakota and Cincinnati:

The City recommends the vacation of Desmet Avenue from Dakota Street to Cincinnati Street if at all possible.

If Gonzaga does not pursue the full vacation of Desmet from Dakota to Cincinnati, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Desmet Avenue from Dakota Street to Cincinnati Street:

1. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
2. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
3. Install necessary signage to identify this as a dead end street.
4. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
5. City standard turn around shall be provided at Desmet (mid block), if Desmet is not vacated from Dakota to Cincinnati.

**WASTEWATER MANAGEMENT** – There are a number of sewer and storm assets in the proposed vacation area. In order to maintain these assets, Wastewater Management requests an easement be maintained to allow access to these assets for potential repair and upkeep. The easement should cover the full right-of-way of both Dakota and Desmet. Wastewater Management would also like to privatize the portion of the sewer from the current sewer manhole in the intersection of Desmet and Dakota west to the current private sewer and manhole. All storm water for the area should be collected and treated on-site.

**WATER DEPARTMENT** – No comment.

**BICYCLE ADVISORY BOARD** – No objection.

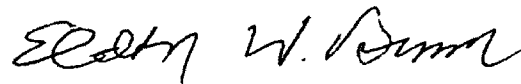
**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista and the City of Spokane shall be retained to protect existing and future utilities.

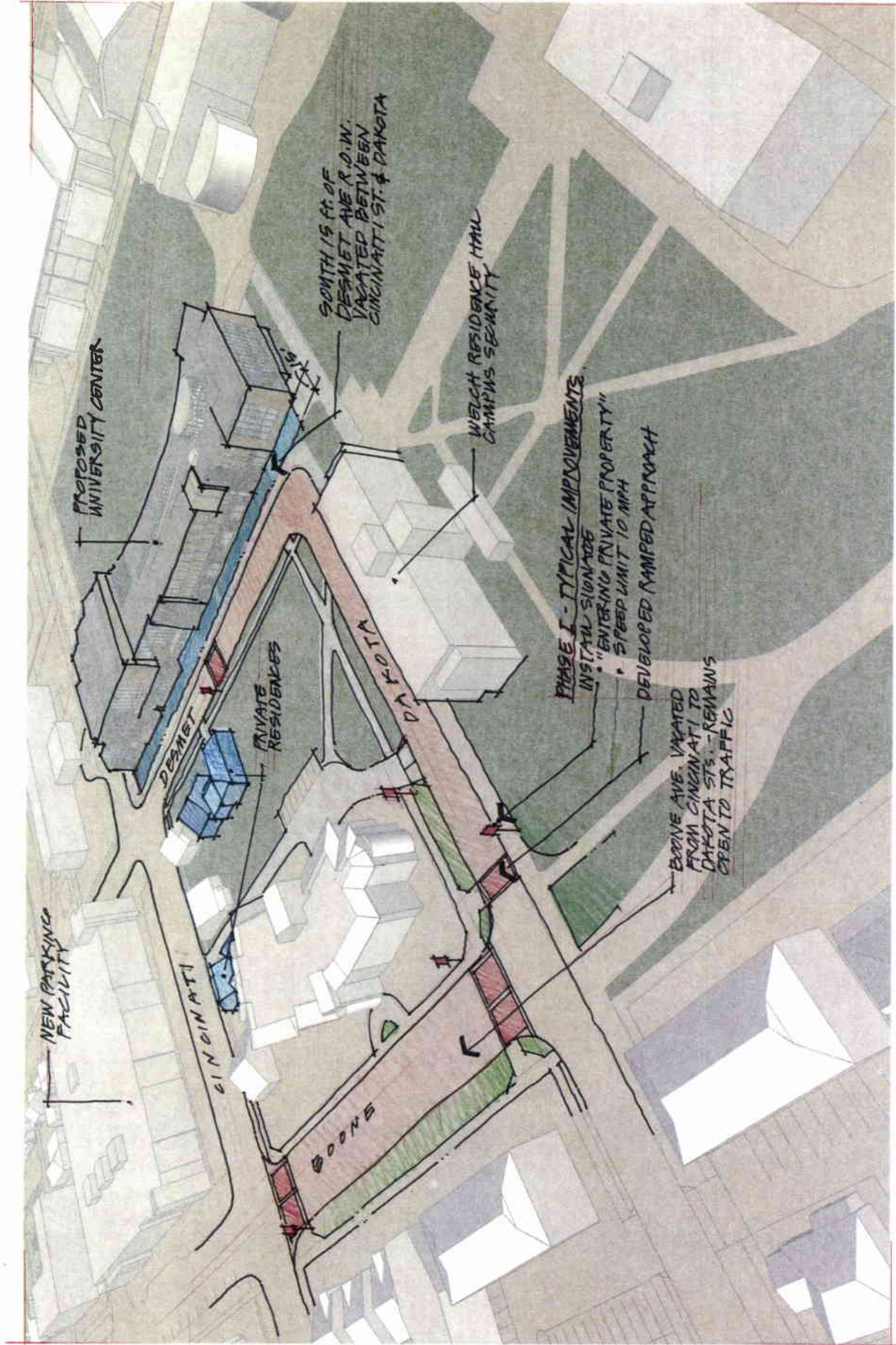
2. Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Access to fire hydrant must be maintained.
3. On-site runoff must be collected and treated on the site
4. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street.
5. The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal.
6. Eliminate the all-way stop at Dakota and Boone. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a "tee" intersection and the stop signs are not warranted.
7. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
8. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed. Also permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
9. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
10. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp. Proper turn around shall be provided for the alley. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
11. Install necessary signage to identify Desmet as a dead end street.



12. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
13. Existing parcels should be aggregated to insure no parcel is land locked.
14. In accordance with the agreement with Gonzaga University approved by the City Council on September 27, 1993, the City suspends the provision that it will charge the appraised valuation for the vacated land in consideration of two easements that were previously granted to the City by Gonzaga University.
15. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2015

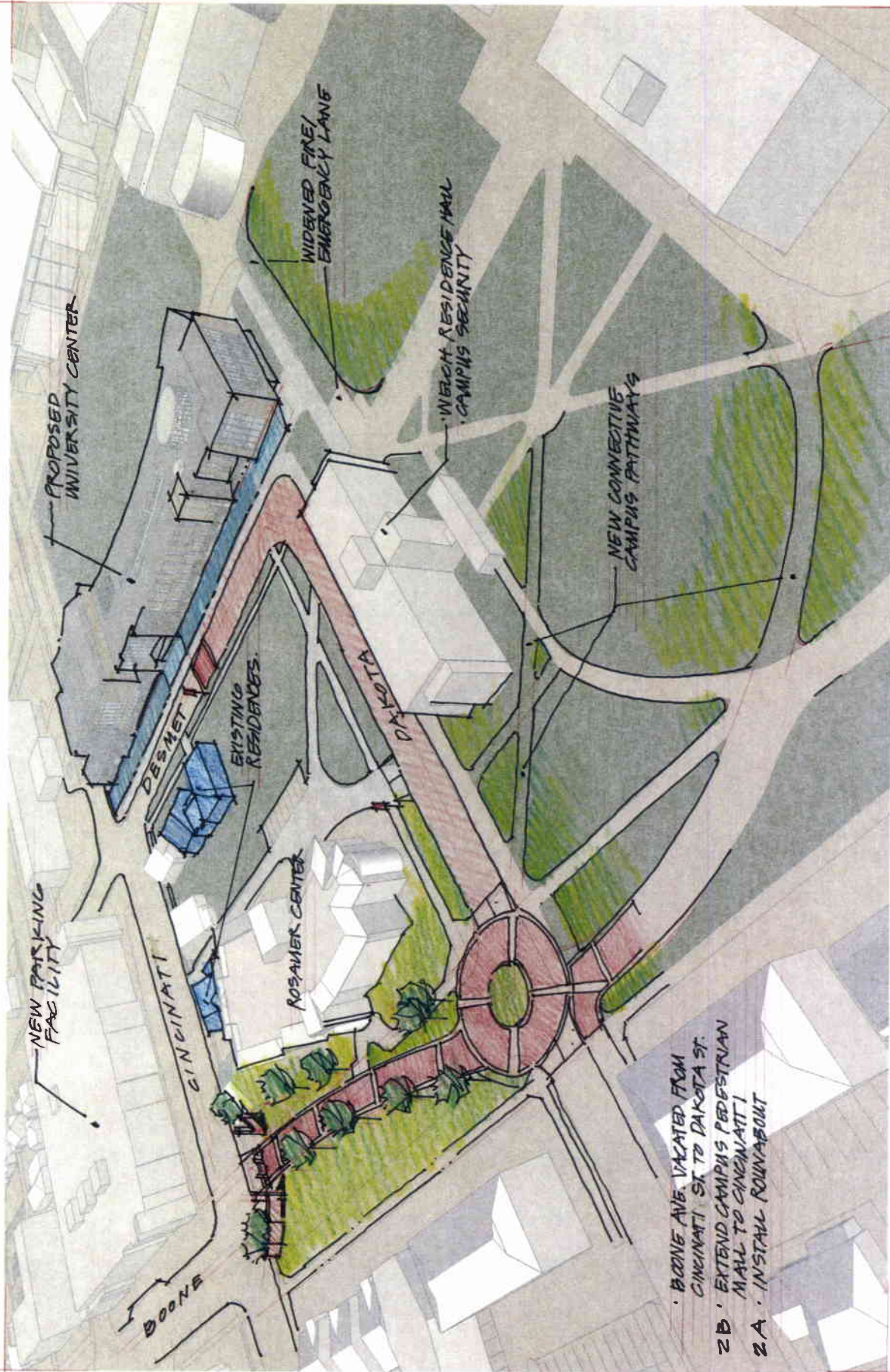


Eldon Brown, P.E.  
Principal Engineer – Developer Services



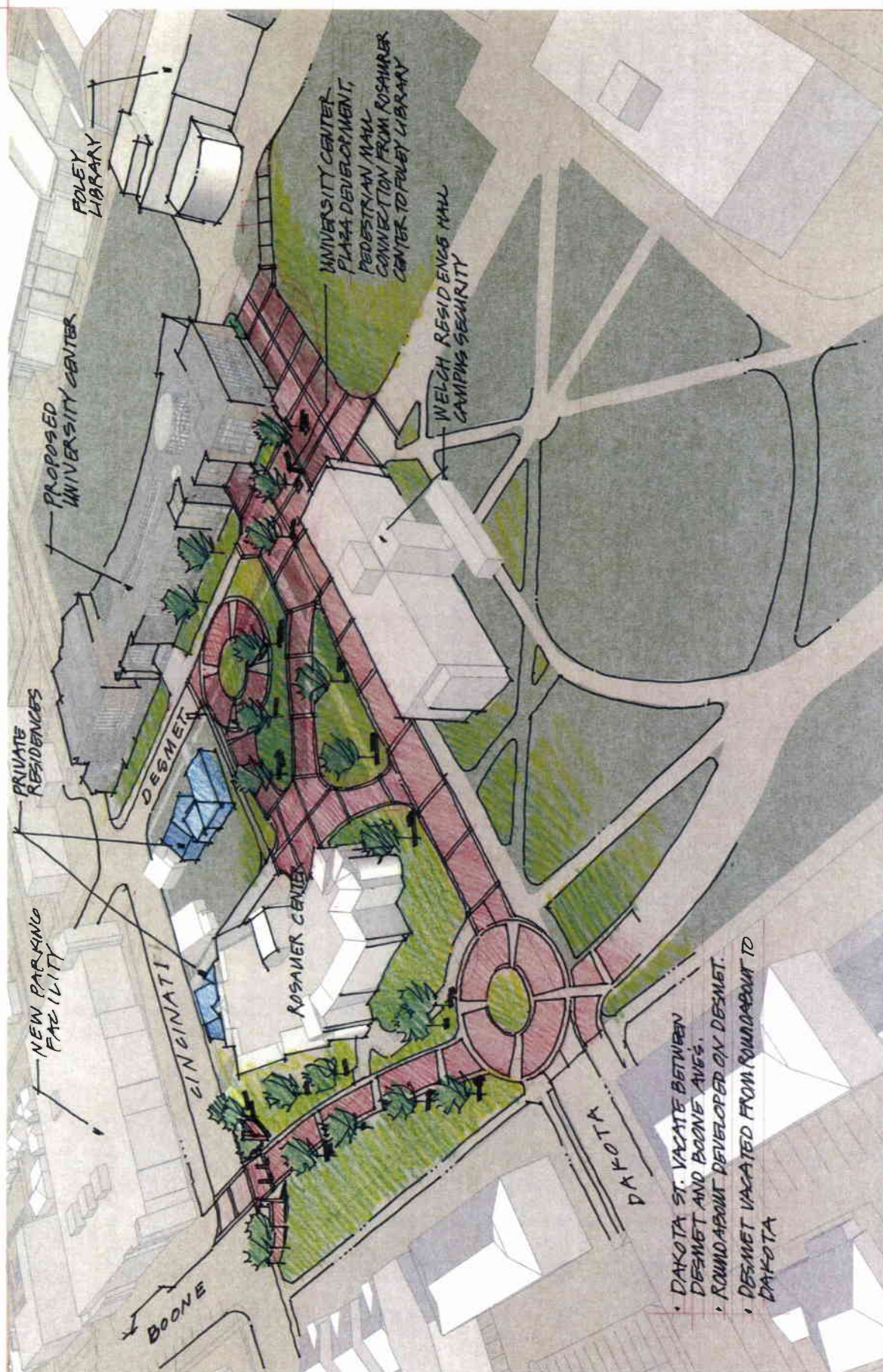
PHASE I





BOONE AVE. VACATED FROM  
CINCINNATI ST TO DAKOTA ST.  
2B - EXTEND CAMPUS PEDESTRIAN  
MALL TO CINCINNATI  
2A - INSTALL ROUNDABOUT





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

11/1/2021

**Date Rec'd**

10/13/2021

**Clerk's File #**

ORD C36121

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

JESTEN RAY 509-625-6819

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

JRAY@SPOKANECITY.ORG

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

Final Reading Ordinance

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

1460 - ORDINANCE RELATED TO THE PARKING ADVISORY COMMITTEE

**Agenda Wording**

Ordinance related to the Parking Advisory Committee, to relocate the committee from under Title 07, Finance to under Title 04, Administrative Agencies and Procedures. Recommended for Council approval by the Parking Advisory Committee 4/27/21.

**Summary (Background)**

The Parking Advisory Committee was created in 2016 as an official City committee, however, it resided under Title 07, Finance. This ordinance amends SMC section 07.08.130 relocating the Parking Advisory Committee sections to a new chapter (04.38) under Title 04, Administrative Agencies and Procedures consistent with all other boards and commissions.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

BECKER, KRIS

**Council Notifications****Study Session\Other**Urban Experience  
10.11.21**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear and Stratton

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

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**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

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**Purchasing**

kstratton@spokanecity.org;

lkinnear@spokanecity.org;

## ORDINANCE NO. C36121

AN ORDINANCE relating to the Parking Advisory Committee amending SMC section 07.08.130; adding a new chapter 04.38 to title 04; adopting new sections 04.38.010, 04.38.020, 04.38.030, 04.38.040, 04.38.050, 04.38.060, 04.38.070, and 04.38.080 to chapter 04.38 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the Parking Advisory Committee as an official City committee should be located under Administrative Agencies and Procedures instead of Finance, and;

WHEREAS, the City desires code to spell out the purpose of the Parking Advisory Committee, duties and functions, appointment, membership, officers, compensation, support staff and meetings, and;

WHEREAS, the Parking Advisory Committee reviewed and approved the proposed code changes April 27, 2021, and; --- Now, Therefore,

The City of Spokane does ordain:

**Section 1.** That SMC section 07.08.130 is amended to read as follows:

### Section 07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the “parking system fund.” All City parking revenue from on and off-street ((meter-))systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the ((downtown-))resident, visitor or worker and the((-downtown)) built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other

aspects of((~~downtown~~)) common areas, which contribute to the overall experience ((~~of downtown~~))within the Paid Parking Zone.

~~((D. — Parking Advisory Committee.~~

- ~~1. A thirteen-member parking advisory committee will be created to advise the City on investments in the parking environment, policy, and rate setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be composed of the following stakeholders to be appointed by the City Council: one (1) downtown property owner, one (1) owner of a large downtown business, one (1) owner of a downtown small business, one (1) resident of downtown, one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, *ex officio* roles; and the (1) Parking Services Manager in a non-voting, *ex officio* role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.~~
- ~~2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.~~
- ~~3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:~~
  - ~~a. City Council and the City administration, though their *ex-officio* Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.~~
  - ~~b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an annual recommended budget and capital project list for the parking system fund. This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed.~~
  - ~~c. The parking advisory committee, in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.))~~

D. City Council goals for the parking system fund include: (1) the establishment of a parking system fund reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the parking environment.



- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

**Section 2.** That there is adopted a new chapter 04.38 to title 04 of the Spokane Municipal Code to read as follows:

#### Chapter 04.38 Parking Advisory Committee

Sections:

- 04.38.010 Purpose
- 04.38.020 Duties and Functions
- 04.38.030 Appointment
- 04.38.040 Membership
- 04.38.050 Officers
- 04.38.060 Compensation
- 04.38.070 Staff Support
- 04.38.080 Meetings

#### Section 04.38.010 Purpose

The Parking Advisory Committee advises the City administration, the Mayor, and the City Council on investments in the parking environment, policy, and rate setting as informed by adopted parking studies. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the resident, visitor or worker and the built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways, and all other aspects of common areas, which contribute to the overall experience of areas within the Paid Parking Zone ([SMC 16A.04.100G](#)).

#### Section 04.38.020 Duties and Functions

The Parking Advisory Committee has the power and duty to:

- A. Evaluate funding requests for eligible activities and projects and, on an annual basis, propose a set of recommended projects to the City Council to improve the parking environment;
- B. Provide guidance on setting or changing parking rates for on-street parking;
- C. Make recommendations for public policy relating to the parking system;



- D. Issue an annual report to the Mayor and City Council on the parking system along with achievements for the past year and goals for the coming year;
- E. Adopt rules;
- F. Hold regular public meetings and keep a written record of its proceedings which is a public record;

#### Section 04.38.030 Appointment

- A. The Parking Advisory Committee consists of thirteen members nominated by the Mayor and appointed by the City Council to staggered three-year terms.
- B. Appointees need not be residents of the City of Spokane.
- C. Appointees shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- D. Each appointee is eligible for establishing a single designee, who may attend committee meetings in lieu of appointee attendance. Establishment of a designee is subject to committee approval.
- E. Vacancies are filled by appointments to unexpired terms in the same manner.

#### Section 04.38.040 Membership

The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the objective of providing sound advice representative of the citizenry. The Committee shall include two (2) City Council members in non-voting, ex officio roles; and one (1) City Parking Services Manager in a non-voting, ex officio role. The remaining eleven (11) members shall be appointed with intent to maintain diversity among the following stakeholder categories:

- A. Representative of the University District;
- B. Designee from the Business Improvement District;
- C. Owner/operator of a parking lot or garage within the Paid Parking Zone;
- D. Resident of downtown;
- E. Downtown worker;
- F. Designee from Spokane Transit Authority;
- G. Representative of the hospitality industry;
- H. Representative of the arts and entertainment community;
- I. Realtors, developers, property managers or business owners within the Paid Parking Zone.

#### Section 04.38.060 Officers

The Committee on an annual basis elects a chair and a vice chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.

#### **Section 04.38.050** Compensation

Members serve without compensation.

#### **Section 04.38.070** Staff Support

The mayor assigns a City employee to provide technical and administrative assistance to the Committee.

#### **Section 04.38.080** Meetings

All meetings are held in accordance with the Open Public Meetings Act, chapter 42.30 RCW. Minutes of all meetings are kept as public records.

**Section 3.** Effective Date. This ordinance shall take effect and be in force on December 2, 2021.

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

11/1/2021

**Date Rec'd**

10/15/2021

**Clerk's File #**

ORD C36122

**Renews #****Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Contact Name/Phone**

TAMI PALMQUIST X6157

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

TPALMQUIST@SPOKANECITY.ORG

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

Final Reading Ordinance

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

4700 - REMOVE UNIT 12 FROM RIVERPOINT VILLAGE PUD

**Agenda Wording**

An Ordinance approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations.

**Summary (Background)**

Pursuant to the type III land use application process, the Hearing Examiner held a public hearing on the proposal to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD on August 18, 2021 on the request of the owner. On September 20, 2021, the Hearing Examiner recommended approval subject to conditions. The appeal period for this decision ended on October 4, 2021.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

UE 10/11/21

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Karen Stratton

**Finance**

ORLOB, KIMBERLY

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**Purchasing**

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rbenzie@spokanecity.org

tpalmquist@spokanecity.org

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center - Planning
<b>Subject:</b>	Riverpoint Village PUD (Type III land use application) – Remove Parcel
<b>Date:</b>	October 11, 2021
<b>Author (email &amp; phone):</b>	Tami Palmquist, Principal Planner, tpalmquist@spokanecity.org, 509.625.6157
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 17G.060.170 Land Use Application Procedures Decision Criteria SMC 17G.060T Land Use Application Tables  Spokane Comprehensive Plan
<b>Strategic Initiative:</b>	Urban Experience, Safe and Healthy
<b>Deadline:</b>	Ordinance Adoption proposed for November 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of the Hearing Examiners decision, findings and conclusions and changing the City's zoning map PUD overlay to remove Unit 12 (parcel 35173.3003) from the Riverpoint Village PUD.
<b>Background/History:</b> Pursuant to the type III land use application process, the Hearing Examiner held a public hearing on the proposal to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD on August 18, 2021 on the request of the owner. On September 20, 2021, the Hearing Examiner recommended approval subject to conditions. The appeal period for this decision ended on October 4, 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The applicant is proposing to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD.</li> <li>All procedural requirements were completed prior to the application being heard before the Hearing Examiner on August 18, 2021. The City's Hearing Examiner approved the removal on September 20, 2021. The Appeal Period ended on October 4, 2021. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map.</li> <li>The proposal is consistent with multiple goals and policies from the land use, economic development, and urban design chapters of the Comprehensive Plan.</li> <li>The Zoning remains DTU (Downtown University).</li> <li>The proposal includes 1 parcel.           <ul style="list-style-type: none"> <li>Parcel number: 35173.3003 (.70 acres)</li> </ul> </li> </ul>	
<b>Attachments – Proposed Ordinance, Current and Proposed Zoning Maps</b>	
<b>Budget Impact: N/A</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b> Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b> If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit) Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<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: N/A Known challenges/barriers: N/A	

## ORDINANCE NO. C36122

An Ordinance approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations. The parcel number is 35173.3003, located in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on August 18, 2021, on the request of the owner of certain property generally located on the northeast corner of the intersection of Riverpoint Blvd and Riverpoint Village Condominiums; and on September 20, 2021, approved said removal from the PUD Overlay subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated September 20th, 2021, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

UNIT 12, 10TH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, AS SHOWN ON SURVEY MAP AND FLOOR PLAN RECORDED DECEMBER 3, 1999 UNDER RECORDING NO. 4436559, IN VOLUME 6 OF CONDOMINIUMS, PAGE(S) 62, RECORDS OF SPOKANE COUNTY, AND AS IDENTIFIED IN DECLARATIONS RECORDED AUGUST 19, 1993, SEPTEMBER 9, 1993, APRIL 28, 1994, JUNE 1, 1994, AUGUST 10, 1994, MARCH 3, 1995, MAY 31, 1995, OCTOBER 18, 1995, OCTOBER 19, 1995, DECEMBER 20, 1995, JULY 30, 1996, DECEMBER 3, 1996, APRIL 25, 1997, JUNE 24, 1997, DECEMBER 16, 1997, DECEMBER 3, 1999, JUNE 26, 2000, NOVEMBER 13, 2000, MARCH 29, 2001, MAY 8, 2002, JUNE 5, 2002, MAY 23, 2007, MARCH 31, 2005, NOVEMBER 20, 2008, FEBRUARY 15, 2012 AND AUGUST 8, 2018, UNDER RECORDING NOS. 9308190392, 9309090453, 9404280587, 9406010386, 9408100184, 9503030268, 9505310335, 9510180392, 9510190283, 9512200526, 4019928, 4058923, 4097123, 4114721, 4170172, 4436558, 4492816, 4532789, 4571109, 4723682, 4735345, 5539634, 5197580, 5737469, 6067377 AND 6732169, RESPECTIVELY, RECORDS OF SPOKANE COUNTY; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

be removed from the Riverpoint Village PUD Overlay zoning designation.

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

Council President

Attest:

Approved as to form:

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

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

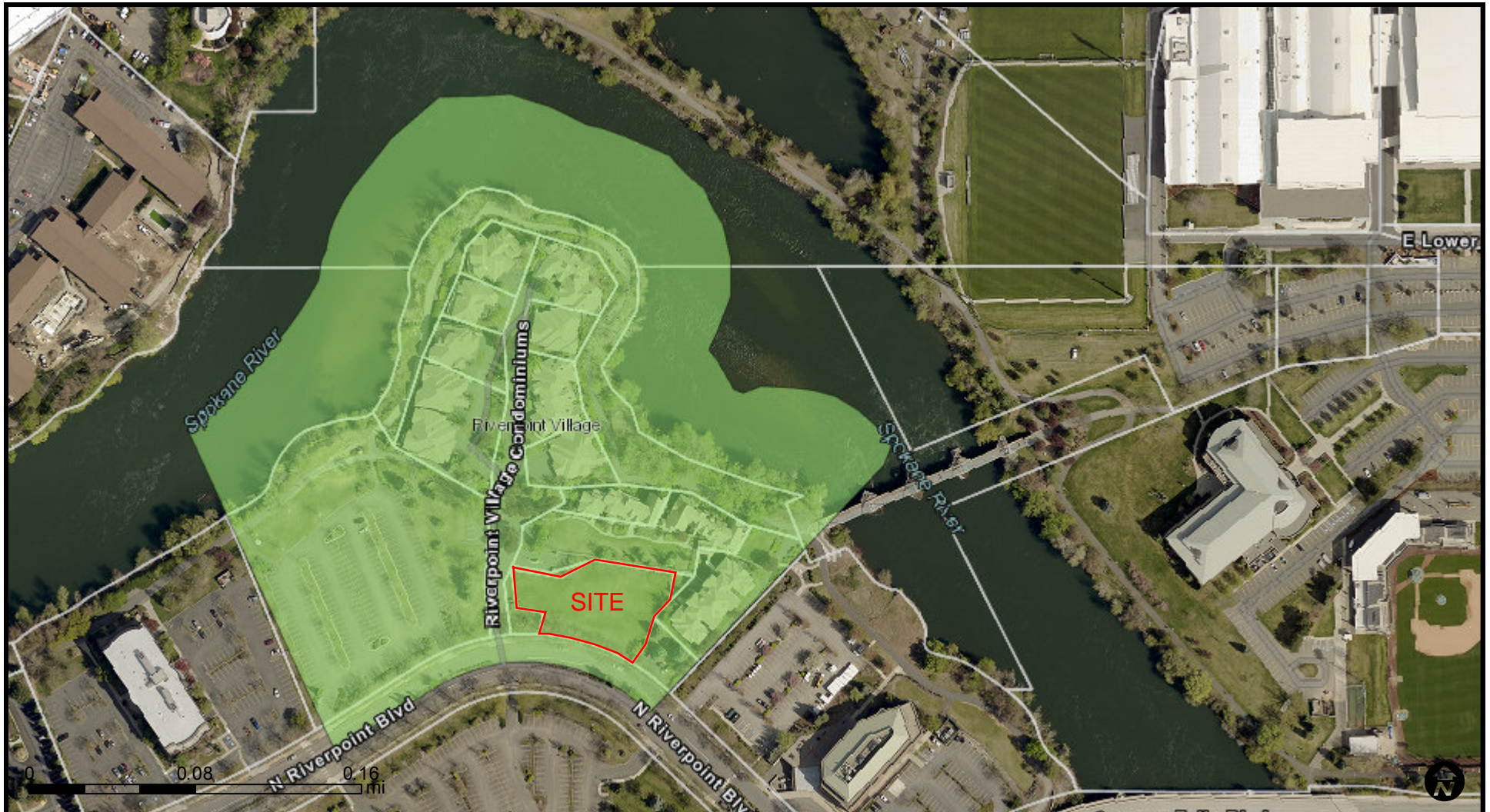
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date




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



# City of Spokane Map



## Legend

-  City of Spokane Boundary
-  PUD
-  Parcel

## City of Spokane GIS



**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 HEARING EXAMINER**

**Re:** Application to Amend the Riverpoint ) FINDINGS, CONCLUSIONS,  
Village Planned Unit Development ) AND DECISION  
(PUD) to remove Unit 12 from the )  
PUD ) FILE NO. Z21-105PPUD

### **SUMMARY OF PROPOSAL AND DECISION**

**Proposal:** The applicant is requesting approval of an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations.

**Decision:** Approved, with conditions.

### **FINDINGS OF FACT** **BACKGROUND INFORMATION**

**Applicant/Agent:** Goodale & Barbieri Company  
Attn: Stephen Barbieri  
818 W Riverside Ave, Suite 300  
Spokane, WA 99201

**Owner:** Huckleberry Bay Company  
818 W Riverside Ave, Suite 300  
Spokane, WA 99201

**Property Location:** The subject property is located on parcel number 35173.3003, addressed as 643 N Riverpoint Boulevard, in the City of Spokane, Washington.

**Legal Description:** The legal description of the property is provided in Exhibit 1A.

**Zoning:** The property is zoned DTU (Downtown University).

**Comprehensive Plan (CP) Map Designation:** The property is designated as Downtown.

**Site Description:** The subject property is 30,377 square feet in size. It is undeveloped and irregular in shape. The site is relatively flat and is currently a large grassy area. This parcel is identified as Unit 12 in the Riverpoint Village PUD plan.

**Surrounding Conditions and Uses:** The land adjacent to the site, to the north, south, east and west, is zoned Downtown University (DTU). Adjacent land uses to the north and east are residential uses, which are within the existing Riverpoint Village PUD. The Spokane River forms the northerly border of the Riverpoint Village PUD. On the other side of the Spokane River, the land is zoned Community Business to the northwest, Residential High Density to the north, and General Commercial to the northeast. Gonzaga University's



campus is located northeasterly of the site, on the opposite side of the Spokane River. To the south, west, and east is the campus of WSU-Spokane.

**Project Description:** The applicant is proposing an amendment to remove Unit 12 from the Riverpoint Village PUD. Removing Unit 12 will allow it to be developed separately from the PUD. At this time, there are no immediate development plans for Unit 12. No specific project is being proposed in conjunction with the requested amendment.

### **PROCEDURAL INFORMATION**

**Authorizing Ordinances:** Spokane Municipal Code (SMC) 17C.124, Downtown Development; SMC 17G.060, Land Use Application Procedures; SMC 17G.070, Planned Unit Developments; and SMC 17G.060.170, Decision Criteria.

**Notice of Community Meeting:** Mailed: April 30, 2021  
Posted: May 5, 2021

**Notice of Application/Public Hearing:** Mailed: July 30, 2021  
Posted: August 3, 2021

**Community Meeting:** May 20, 2021

**Site Visit:** August 17, 2021

**Public Hearing Date:** August 18, 2021

**State Environmental Policy Act (SEPA):** The May 1, 1992, Mitigated Determination of Non-Significance (MDNS) for Riverpoint Village PUD was adopted by reference pursuant to SMC 17E.050.180 and Washington Administrative Code (WAC) 197-11-600.

#### **Testimony:**

Donna deBit, Assistant Planner II  
City of Spokane Planning & Development  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201

William Lenz  
Witherspoon Kelley  
422 W. Riverside Avenue, Suite 1100  
Spokane, WA 99201

Russell Oakley  
639 N. Riverpoint Boulevard, 3W  
Spokane, WA 99202

Stephen Barbieri  
Goodale & Barbieri Company  
818 W Riverside Ave, Suite 300  
Spokane, WA 99201

Roger Felice  
639 N. Riverpoint Boulevard, 6E  
Spokane, WA 99202

Susan McLauchlin  
PO Box 30522  
Spokane, WA 99223

**Submitted Comments to the Record or Present but did not Testify:**

Bruce & Pam Gallaher  
639 N. Riverpoint Boulevard, H103  
Spokane, WA 99202

Larry & Betty Guenther  
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[betsyguenther@outlook.com](mailto:betsyguenther@outlook.com)

Kathleen & James McLean  
[Kmclean888@hotmail.com](mailto:Kmclean888@hotmail.com)

Constance Scarpelli  
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Spokane, WA 99202

Michael Hinnen  
639 N. Riverpoint Boulevard, 9W  
Spokane, WA 99202

Giotom Tsegay  
639 N. Riverpoint Boulevard, J308  
Spokane, WA 99202

Jill Serbousek  
639 N. Riverpoint Boulevard, H101  
Spokane, WA 99202

**Exhibits:**

Staff Report, dated 08/11/21, including the following exhibits:

1. Application Materials, including:
  - A General Application
  - B Planned Unit Development Application
  - C Notification Map Application
2. Request for Agency Comments dated 06/23/21, including:
  - A Spokane Tribe of Indians
  - B City of Spokane Treasury Accounting
  - C Avista
  - D City of Spokane Engineering
3. Noticing Documents, including:
  - A Notice of Public Hearing Instructions dated 06/21/21
  - B Notice of Public Hearing for 08/18/21 Hearing
  - C Noticing Affidavits
4. Public Comments
5. Community Meeting Materials, including:
  - A Community Meeting Instructions dated 04/26/21
  - B Notice of Community meeting for 05/20/21
  - C List of Meeting Participants
  - D Affidavits
  - E Community Meeting Recording
6. Historical Documents, including:
  - A Exceptions
  - B Original Recorded Plat
  - C Original Zone Change and PUD Application
  - D Original Hearing Date
  - E Title Report, Vesting Deed, Corporate Resolution
  - F Original PUD Decision
7. Staff Presentation

## **FINDINGS AND CONCLUSIONS**

To be approved, an amendment to a PUD must comply with the criteria set forth in Section 17G.060.170 SMC. The Hearing Examiner has reviewed the application and the evidence of record with regard to the application and makes the following findings and conclusions:

- 1) *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The Applicant seeks to remove a parcel of land from an existing PUD. Modifications to a PUD are allowed, so long as the proposal goes through the Type II or Type III review process as appropriate. *Testimony of D. deBit.* In this case, a Type III process was required because the proposal to remove Unit 12 from the PUD was considered a “major modification.” *See id.*; *see also* SMC 17G.070.200(D)(6)(c). This process is not out of the ordinary. In fact, land has been removed from this same PUD previously. *Testimony of D. deBit.*

There is no statute, rule, or regulation, to the Hearing Examiner’s knowledge, that prohibits the removal of land from a PUD. The original decision approving the PUD, similarly, does not include conditions that preclude the removal of Unit 12 from the PUD. *Testimony of D. deBit*; *see also* Exhibit 6F. In addition, Staff noted that the PUD would continue to comply with the original decision criteria after the removal of that parcel. *See* Staff Report, p. 4. Thus, approving this proposal will not create a nonconformity or put the remainder of the site into noncompliance with the project conditions or the original decision criteria.

Removing the parcel from the PUD will permit the property to be developed without the restrictions imposed by the PUD. However, a new development will be required to meet any applicable land use standards at the time of submittal. *See* Staff Report, p. 4; *Testimony of D. deBit.* Compliance with those development standards would have to be reviewed at the time a development application is submitted. *See id.* This review will ensure that the future use and development of the property will comply with the land use codes.

- 2) *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

The CP does not contain any goals, policies, or commentary that are especially relevant to a proposal to remove a parcel of land from an existing PUD. In addition, the mere removal of the property from the PUD is not a specific project action. This makes evaluating specific goals or policies more difficult. Even so, the CP does lend general support to this proposal, as the following discussion illustrates.

As the Staff noted, any future proposal to develop the property must demonstrate consistency with this land use designation, in addition to satisfying the applicable zoning and development regulations. *See* Staff Report, p. 4. Thus, when a specific development project is proposed, consistency with the CP will be one of the requirements. In addition, future development proposals will also be required to satisfy concurrency standards, which will ensure that public infrastructure and services are adequate to support the future use. *See id.* This fulfills Policy LU 1.12, Public Facilities and Services. *See* CP, Chapter 3, Policy LU 1.12, p. 3-14. This will also promote the efficient use of land by

focusing growth in areas where adequate facilities and services are available. See CP, Chapter 3, Policy LU 3.1, p. 3-17.

Given the nature of this proposal, the goals and policies of the CP are of limited application. However, to the extent the CP is relevant at this stage, the Hearing Examiner agrees with Staff that the proposal is consistent with the CP.

- 3) *The proposal meets the concurrency requirements of Chapter 17D.010SMC. See SMC 17G.060.170(C)(3).*

On June 23, 2021, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. See Exhibit 2. In response, the City received comments from various agencies regarding the proposal. See e.g. Exhibits 2A-2D. None of the commenting agencies or departments reported that concurrency was not satisfied. See Staff Report, p. 4. The Hearing Examiner concludes that this criterion is met.

- 4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal is to remove a parcel of property from an existing PUD. No specific development project is being proposed at this stage. As a result, there is no site plan to consider. Since this criterion assumes a site plan is under consideration, this criterion is not especially relevant to this proposal.

That being said, the site was previously evaluated and approved for development. In accordance with the original PUD, the site is an appropriate location for single-family residences, parking areas, and a parking garage. See Exhibit 7 (Riverpoint Village PUD History); see *also* Exhibit 6F. There is little reason to believe the site cannot support other types of development as well. For example, the site is relatively flat, contains sufficient area to support various uses, and is adjacent to a public road, among other things. There is no evidence in this record suggesting that the physical characteristics of the property make it inappropriate for future development. In any case, Staff correctly noted that any new development proposed for this site will be reviewed by Development Services to determine suitability regarding site planning, soils, drainage, as well as building and land use codes. See Staff Report, p. 4.

There are no known historic or cultural features on the development site. See Exhibit 2A. However, the Spokane Tribe of Indians indicates a high probability of encountering cultural resources within the area. See *id.* The Tribe also recommended an inadvertent discovery plan be implemented in the scope of work. See Exhibit 2A. Staff proposed specific project conditions to address the Tribe's concerns. Those conditions have been incorporated into this approval. See Conditions 1 & 2.

The Hearing Examiner concludes that the property is suitable for future development separate from the Riverpoint Village PUD, given the conditions and characteristics of the site. As a result, this criterion is satisfied.

- 5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

As stated previously, there is no specific development project associated with this proposal. The mere removal of the site from the PUD will not result in environmental impacts. Removal of the site from the PUD will allow the owner to develop the property in various ways. However, the owner will be required to develop the site in compliance with all current regulations concerning land use and environmental protection. See Staff Report, p. 5. In addition, future development proposals will require a new SEPA review unless it is found to be categorically exempt per SMC 17E.050.070. See *id.* Finally, approval of this proposal will not diminish or alter the conditions of approval applicable to the remainder of the PUD. See *id.* Thus, the remainder of Riverpoint Village PUD will continue to be required to meet the conditions of the 1992 approval and the MDNS issued on May 1, 1992. See *id.* The Hearing Examiner concludes that this criterion is, therefore, satisfied.

- 6) *The remainder of Riverpoint Village PUD will continue to comply with the PUD criteria after the removal of Unit 12.*

When the Hearing Examiner approved the Riverpoint Village PUD in 1992, he found that the proposal was consistent with the decision criteria for PUDs. See Exhibit 6F (referencing former SMC 11.19.361); see also Staff Report, p. 5. The Staff determined that the Riverpoint Village PUD will continue to satisfy these criteria after Unit 12 is removed from the PUD. The Hearing Examiner agrees. No testimony or evidence presented at the hearing undermined the Staff's conclusion. The Hearing Examiner adopts and incorporates the Staff's analysis of this issue, found on page 5 of the Staff Report.

- 7) *The Hearing Examiner concludes that request to remove Unit 12 from the PUD should be approved despite the objections to the proposal.*

A number of objections and criticisms were raised about the proposal, both in written comments and in public testimony. The primary concerns raised in the public comments are discussed below.

*Loss of Green Space.* Condominium owners objected that the proposal would result in the loss of green space that they enjoy. See Exhibit 4 (E-mail of B. Guenther 8-12-2021, 3:42 PM). Some owners purchased their properties because of the green space provided by Unit 12. See Exhibit 4 (E-mail of G. Tsegay 8-4-2021, 10:00 AM; Letter of J. Serbousek 7-2-2021). Others believed the loss of green space would negatively impact both the environmental health of the area as well as the aesthetics of the district. See Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; Letter of C. Scarpelli 8-14-2021); *Testimony of R. Felice.*

The Hearing Examiner is sympathetic to these concerns. However, Unit 12 is a privately owned lot. *Testimony of S. Barbieri & W. Lenz.* The property was not designated as green space or open space when the PUD was approved. *Testimony of D. deBit.* One condominium owner contended that Unit 12 was designated as a "Group Limited Common Element" in the recorded Condominium Association ("Association") documents. See

Exhibit 4 (Letter of J. Serbousek 7-2-2021). However, she did not identify the specific provisions that supported this claim. The Hearing Examiner concludes that Ms. Serbousek is mistaken. At the hearing, both the owner and the Association specifically confirmed that Unit 12 was not a common element or a limited common element of the condominium.

*Testimony of S. Barbieri & W. Lenz.*

Unit 12 is maintained as a grassy, open area by the current owner, at its expense. The owner is not required to continue this arrangement indefinitely. In fact, that was never the intent. Under the original PUD, Unit 12 was to be developed with single-family residences, parking areas, and a parking garage. See Exhibit 7 (Riverpoint Village PUD History); see also Exhibit 6F. The removal of the site from the PUD may result in a different kind of development than originally contemplated. However, the proposal does not eliminate green space that was set aside for the benefit of the condominium owners or others.

Violation of Condominium CC&Rs. The Association contended that removing Unit 12 from the PUD violates the Covenants, Conditions, and Restrictions (CC&Rs) of the condominium. *Testimony of W. Lenz*; see also Exhibit 8. Under those covenants, the owner had the option to remove Unit 12 from the PUD, but had to do so by a stated deadline. See *id.* That deadline expired in 2003. See *id.* Thus, the owner missed its opportunity to remove Unit 12 from the PUD, and cannot legally do so now. See *id.*; see also Exhibit 4 (E-mail of B. Gallaher 8-13-2021, 10:12 AM; Letter of J. Serbousek 7-2-2021). The Association also pointed out that Unit 12 could be developed with a residential use, consistent with the CC&Rs. *Testimony of W. Lenz.* However, any proposal to convert the property to a non-residential use is prohibited. See *id.*; see also Exhibit 8.

The removal of Unit 12 may or may not be permissible under the terms of the CC&Rs. The CC&Rs may or may not operate to preclude non-residential uses of the site. Unfortunately, the Hearing Examiner does not have authority to answer these legal questions through this administrative process. The Hearing Examiner's authority is limited to rendering a decision on the application presented, based upon the relevant codes and regulations that govern this type of application. See *Chausee v. Snohomish County Council*, 38 Wn.App. 630, 636-37, 689 P.2d 1084 (1984) (holding that a hearing examiner can only exercise the powers specifically conferred by the local legislature). The Hearing Examiner cannot interpret and enforce CC&Rs, grant equitable remedies, or award damages. For these types of relief, the Association or its members must turn to the courts. The Hearing Examiner concludes that he has no jurisdiction to interpret and enforce the terms of private covenants.

Noncompliance with Condominium Act. The Association argued that the Applicant must comply with the requirements of the Condominium Act in order to withdraw Unit 12. See Exhibit 8. In order to withdraw the property from the condominium, the Applicant must prepare, execute, and record an amendment to the CC&Rs as well as a new/certified survey map and plans. See *id.* (Citing to Revised Code of Washington [RCW] 64.34.232 & .264). Those procedures have not been followed to date. See *id.* Any attempt to withdraw without following these procedures is invalid, according to the Association. See *id.*

The application before the Hearing Examiner seeks to remove Unit 12 from a PUD. A PUD is a form of subdivision of land authorized by local ordinance. As the Association notes, it is a "planning construct" created by the City to facilitate the efficient and beneficial use of land. See Exhibit 8. The creation of a condominium, by contrast, is a private arrangement by or among the owners of real estate. See *id.* The condominium process is legally distinct

from the creation of a PUD. The Hearing Examiner has no role in that process and no jurisdiction to apply or enforce condominium law in the context of a land use application. The Hearing Examiner concludes that this issue is outside the scope of his authority. As with the controversy over the effect of the CC&Rs, this issue can only be resolved in the courts.

*Lack of Specific Development Proposal.* Several public comments were made objecting to the fact that the owner did not submit a specific development proposal for Unit 12. The Association emphasized that more specificity was necessary in order to properly evaluate the effect of the proposal. *Testimony of W. Lentz.* One condominium owner stated that it was difficult to determine the purpose for the change, given the uncertainty regarding the future use. *Testimony of R. Felice.* Other owners predicted that there would be a range of impacts, if the property was ultimately developed in a more intense way, such as a commercial or institutional use. See e.g. Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; E-mail of R. Oakley 8-7-2021, 9:40 AM).

The proposal seeks to remove a parcel from a PUD, in order to permit development consistent with the current zoning. There is no rule mandating that an owner formulate a specific development plan as a precondition to removing a parcel from a PUD. *Testimony of D. deBit.* In addition, proposals to remove property from a PUD has been approved in the past, including at Riverpoint Village. See *id.* The proposal is in the nature of a non-project action, like a rezone. Rezones can be approved without specific development plans attached. Often, changes of that type are made with only long-term plans in mind. Moreover, the uncertainty surrounding this proposal is not materially different than occurs with any undeveloped parcel. An undeveloped parcel can be developed in a variety of ways, depending on the zoning, the market conditions, and the intent of the owner.

Ultimately, any future development proposal will require a new application and review for compliance with SEPA requirements. The developer will be required to provide all the salient details about such a proposal. The project will be subject to the City's application review process. The environmental impacts of any non-exempt project would also be considered at that time. In other words, there is a process in place to consider the project-specific impacts. That process will take place at the time a specific development application is submitted to the City.

*Potential Impacts of Proposal.* Project opponents predicted that removal of Unit 12 from the PUD would damage views; create noise impacts; lower property values; exacerbate parking problems; increase traffic and congestion; create safety hazards; and increase crime, among other concerns. See e.g. Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; E-mail of R. Oakley 8-7-2021, 9:40 AM; E-mail of G. Tsegay 8-4-2021, 10:00 AM; and Letter of J. Serbousek 7-2-2021). For various reasons, the Hearing Examiner concludes that these concerns do not justify denial of the proposal.

As previously discussed, Unit 12 was not set aside as open/green space for the benefit of neighboring owners or the community. It is a parcel of private property that was always slated for development. The original plan included a parking garage, single-family residences, and parking areas. The views across Unit 12 were never going to be preserved. In addition, a neighboring owner does not have a right to a view across another person's land, in the absence of an easement or covenant preserving the view. No objecting party contended that such an easement or covenant existed. Finally, the Hearing Examiner agrees with the Applicant that Riverpoint Village is primarily oriented toward the

Spokane River, rather than to the south. *Testimony of S. Barbieri*. There is also an existing parking garage and common areas that provide some buffer between Unit 12 and the residential units in the PUD. See *id.* Ultimately, Unit 12 was not intended to be preserved as a view amenity.

The other impacts listed by project opponents are more appropriately considered when a specific development proposal is submitted. It is difficult to see how the mere removal of the property from the PUD will result in such negative outcomes. The predictions of noise, traffic, congestion, crime, unsafe conditions, lower property values, etc. reflect generalized fears regarding how the property might be developed in the future. However, unsubstantiated fears of area residents do not constitute a substantive basis for denial of a land use application. See *Sunderland Family Treatment Services v. Pasco*, 127 Wn.2d 782, 796-97, 903 P.2d 986 (1995). Similarly, general community fears or displeasure are not a proper basis to condition or deny a project. See *Maranatha Mining, Inc. v. Pierce County*, 59 Wn. App. 795, 804, 801 P.2d 985 (1990).

In this case, there is no specific evidence in this record substantiating the predicted impacts. For example, there is no data supporting the idea that removing the property from the PUD will actually cause a drop in property values, an increase in crime, or any of the other impacts. There was no expert testimony explaining why the listed impact would necessarily arise from this proposal. It is also entirely possible that none of the predicted impacts will occur, depending upon the ultimate proposal. It is also possible that entirely different impacts will have to be considered or mitigated. At this stage, the predictions are essentially speculative.

To address its concerns, the Association suggested a range of project conditions, including a prohibition on tree removal; subjecting future development to architectural committee review; ensuring compliance noise and light regulations; and requiring the developer to be responsible for any utility modifications or relocations. See Exhibit 4 (E-mail of R. Oakley 8-7-2021, 9:40 AM). The Hearing Examiner does not believe these proposed conditions are appropriate.

First, the Hearing Examiner has no authority to require a property owner to preserve the trees<sup>1</sup> on his or her land. There is no rule or regulation upon which to base such a condition. In addition, there was no condition requiring the preservation of trees in the original decision approving the PUD. Thus, tree removal is at the discretion of the property owner, regardless of whether the property is developed for residential purposes or not.

Second, the Hearing Examiner does not have authority to interpret and enforce the CC&Rs of the Association, as previously discussed. Thus, the Hearing Examiner is not inclined to condition any future projects upon approval by the architectural review committee of the Association. As with the other questions related to the CC&Rs, the courts will have to determine whether future projects must comply with the architectural review provisions of the Association documents.

Third, the remaining, proposed conditions are unnecessary. Any future development will be required to satisfy the applicable regulations. That includes compliance with regulations

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<sup>1</sup> "Street trees" located within the public right-of-way, by contrast, cannot be removed by the adjacent property owner without first obtaining a permit. See SMC 12.02.900 *et seq.* Incidentally, these types of permits are only granted in limited circumstances. See *id.*



regarding noise and light/glare. In addition, the developer will certainly be responsible to move utility lines as necessary to accommodate the development of Unit 12. That work must be done with necessary permits and in coordination with the utility providers.

*Inconsistency with PUD Approval.* The Association maintains that the Hearing Examiner's original decision required that the PUD "be made subject to the Declaration and be for the purpose of residential development." See Exhibit 8; see *also* Exhibit 6F. As a result, the Association concludes that the removal of Unit 12 from the PUD is inconsistent with the Hearing Examiner's original decision approving the PUD. Thus, the proposal should be denied. The Hearing Examiner disagrees with the Association's reasoning.

As the Association contends, the Hearing Examiner's decision approving the PUD states that the PUD shall be subject to the terms and conditions of the CC&Rs of the Riverpoint Village Planned Unit Development. See Exhibit 6F (Conditions 21 & 22). The primary purpose of these conditions, however, is to ensure that there is a mechanism to allocate a fair share of the costs of maintaining the common areas before sale of any lots/units. This also provides fair warning to future buyers regarding the obligations that go with ownership. The Association's argument seems to suggest that by requiring CC&Rs to be put in place before the development could proceed, the Hearing Examiner intended to adopt all the terms and conditions of those CC&Rs as conditions of approval for the PUD. The Hearing Examiner rejects this suggestion. This PUD conditions do not purport to dictate all the specific terms and conditions that must be included in the CC&Rs. Nor do the PUD conditions incorporate all the specific terms of the CC&Rs as conditions of the PUD itself.

The Hearing Examiner concludes that the proposal is consistent with the original decision approving the PUD. Nothing in those project conditions precludes the Hearing Examiner from approving this proposal.

## **DECISION**

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed PUD amendment, subject to the following conditions:

1. If any artifacts or human remains are found upon excavation, The Spokane Tribe of Indians and the City of Spokane shall be immediately notified, and the work in the immediate area cease. Pursuant to RCW 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology & Historic Preservation (WSDAHP) before excavating, removing, or altering Native American human remains or archaeological resources in Washington.
2. Prior to any land disturbing activities an Inadvertent Discovery Plan (IDP) shall be provided to the City, in a form satisfactory to the Planning Department. The IDP shall be kept on site during all land disturbance activity.
3. The land remaining within the Riverpoint Village PUD is and will remain subject to the applicable conditions of approval as set forth in the Hearing Examiner's decision dated June 16, 1992, including the MDNS issued on May 1, 1992.

4. The land removed from the PUD will be subject to such regulations and standards for land development as are in effect at the time that a development proposal is submitted.
5. If any existing easements exist on the subject property, they shall remain in place and in full force and effect until legally abandoned.

DATED this 20<sup>th</sup> day of September 2021.



Brian T. McGinn  
City of Spokane Hearing Examiner

### **NOTICE OF RIGHT TO APPEAL**

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner amendments to PUDs are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 20<sup>th</sup> day of September 2021. **THE DATE OF THE LAST DAY TO APPEAL IS THE 4<sup>th</sup> DAY OF OCTOBER 2021, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

ORD C36127

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

RETIREMENT

**Contact Name/Phone**

PHILLIP TENCICK 6336

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

PTENCICK@SPOKANECITY.ORG

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

First Reading Ordinance

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

6100 SMC CODE CHANGES RELATING TO SPOKANE EMPLOYEES' RETIREMENT SYSTEM

**Agenda Wording**

An ordinance relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code.

**Summary (Background)**

Per counsel recommendation, to clarify definition of spouse and state registered domestic partnership as it relates to the Spokane Employees' Retirement System. And add language as it relates to beneficiaries.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

**Study Session\Other****Division Director****Council Sponsor**

Michael Cathcart

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

cshisler@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

lorne.dauenhauer@ogletree.com

**Purchasing**

## **ORDINANCE NO. C36127**

An ordinance relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code.

**WHEREAS**, a review of chapter SMC 03.05 has determined that amendments are necessary to update the SERS plan to address changes in State law and clarification of beneficiaries under the Spokane Employee's Retirement System.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 03.05.010 the Spokane Municipal Code is amended to read as follows:

Chapter 03.05 Spokane Employees' Retirement System

Section 03.05.010 Purpose

The purpose of this chapter and chapter 4.14 SMC is to establish a retirement and pension system for superannuated or totally and permanently disabled employees and elected officials of the City as authorized by state law under RCW 41.28.

**Section 2.** That section 03.05.020 the Spokane Municipal Code is amended to read as follows:

Title 03 Administration and Personnel

Chapter 03.05 Spokane Employees' Retirement System

Section 03.05.020 Definitions

- A. "Accumulated contributions" means the sum of all normal contributions deducted from the compensation of a member, and in-lieu payments of employees' contributions by the City, standing to the credit of the member's individual account, together with contribution interest as established pursuant to SMC 4.14.070(D) (1) compounded monthly.
- B. "Annuity" means payments derived from contributions made by a member as provided in SMC 3.05.190.
- C. "Beneficiary" means any person in receipt of a pension, annuity, retirement allowance, disability allowance, or any other benefit provided in this chapter and chapter 4.14 SMC.

- D. "Board" means "board of administration" as provided in chapter 4.14 SMC.
- E. "City" means the City of Spokane.
- F. "City service" means service by an employee rendered to the City for compensation and, for the purpose of this chapter and chapter 4.14 SMC, a member shall be considered as being in City service only while the member is receiving compensation for such service. City service also includes: (i) service by an employee of SREC for the limited period of time during which the employee also qualifies as a SREC Member; and (ii) service by an employee of SPFD for the limited period of time during which the employee also qualifies as a SPFD Member.
- G. "Compensation" means the compensation including base pay, shift differential, overtime, holiday pay, hazardous duty pay and out-of-classification pay, payable in cash, plus the monetary value, as determined by the board, of any allowance in lieu thereof. It shall not be reduced by salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included in determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- H. "Contribution interest," unless changed by the board as provided in SMC 4.14.070, means the interest rate on member contributions, which shall be set equal to the average daily interest rate for the 5-year US Treasury Note from July 1 of the previous year to June 30 of the current year, rounded to the nearest 0.25%. The new interest rate will be effective as of July 1 of the current year, beginning in 2016.
- I. "Creditable service" means such City service as is evidenced by the record of normal contributions received from the employee plus prior City service if credit for same is still intact or not lost through withdrawal of accumulated contributions as provided in SMC 3.05.120. The maximum creditable service will be based on the benefit formula eligibility in SMC 3.05.025. Creditable service includes service rendered by: (i) a SREC employee during the period of time that the SREC employee also is a SREC Member; and (ii) a SPFD employee during the period of time that the SPFD employee also is a SPFD Member.
- J. "Employee" means any regularly appointed employee or elected official of the City or of the Spokane public library. Employee also includes: (i) regularly appointed employees of SREC for the limited period of time during which such employees also qualify as SREC Members; and (ii) regularly appointed employees of SPFD for the limited period of time during which such employees also qualify as SPFD Members.
- K. "Final compensation" has different meanings that depend on whether the member's benefit is calculated using Tier 1, Tier 2, Tier 3 or Tier 4. For benefits

calculated under Tier 1 and Tier 2, "final compensation" means the annual average of the member's compensation during the highest consecutive two-year period of service for which service credit is allowed for purposes of determining retirement benefits for members described in SMC 3.05.025(A) or (B).) For benefits calculated under Tier 3, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed. For benefits calculated under Tier 4, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed; for this purpose, the portion of a member's compensation for any year shall not include overtime in excess of twenty percent (20%) of the member's base salary for that year. Final compensation shall not be reduced to reflect salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included as final compensation when determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.

- L. "Fiscal year" means any year commencing with January 1st and ending with December 31st next following.
- M. "Member" means any person included in the membership of the retirement system as provided in SMC 3.05.030.
- N. "Normal contributions" means the contributions at the rate provided for in SMC 3.05.040(A) and (B).
- O. "Participation date" means the date on which an employee initially joined the retirement system from which the employee had uninterrupted deposit of contributions. If an employee who joins the system terminates and their accumulated contributions are withdrawn is subsequently rehired as a City employee, then that employee's participation date shall be their rehire date and not the date on which the employee was originally hired, whether or not that employee redeposits their contributions as permitted under SMC 3.05.120(C). If an employee becomes subject to SMC 3.05.260 and is rehired following retirement, then any additional retirement allowance earned by that employee shall be determined as if the member's participation date is based on the rehire date.
- P. "Pension" means payments derived from contributions made by the City (and by SREC and SPFD, as applicable) as provided for in SMC 3.05.190.
- Q. "Regular interest," unless changed by the board as provided in SMC 4.14.070, means the actuarial assumption rate of interest which compounded annually shall place the retirement fund on a sound actuarial basis.

- R. "Retirement allowance" means any payments made to a member or successor upon retirement for service or disability.
- S. "Retirement fund" means "employees' retirement fund" as created and established in SMC 3.05.070 and SMC 7.08.601. "Retirement system" means "Spokane Employees' Retirement System" (SERS), provided for in this chapter.
- T. "SPFD" means Spokane Public Facilities District.
- U. "SPFD Member" means any actively employed City employee whose employment was directly transferred to SPFD and who, at the time of such transfer, was an active member of SERS.
- V. "Spouse" means an individual to whom a member is lawfully married under state law; the terms "spouse," "husband and wife," "husband," and "wife," include an individual married to another individual of the same sex if the individuals are married under state law, and the term "marriage" includes such a marriage between individuals of the same sex. Pursuant to RCW 41.04.900, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to state registered domestic partnerships or individuals in state registered domestic partnerships as well as to marital relationships and married persons, and references to dissolution of marriage shall apply equally to state registered domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law.
- W. "SREC" means Spokane Regional Emergency Communications.
- X. "SREC Member" means any actively employed City employee whose employment was directly transferred to SREC and who, at the time of such transfer, was an active member of SERS.
- Y. "State registered domestic partnership" is defined consistent with the provisions of RCW 26.60.020, 26.60.025, and 26.60.030.
- Z. "Tier 1" means the benefit formula in SMC 3.05.160.
- AA. "Tier 2" means the benefit formula in SMC 3.05.165.
- BB. "Tier 3" means the benefit formula in SMC 3.05.166.
- CC. "Tier 4" means the benefit formula in SMC 3.05.167.

**Section 3.** That a new section 03.05.175 is added to the Spokane Municipal Code to read as follows:

### **3.05.175 Beneficiary Designations.**

#### **A. Beneficiary Designations, Generally.**

At any time before the earlier of the member's retirement or death, a member may designate a new beneficiary or revoke a previous designation of beneficiary for the purposes of the payment of death benefits under SMC 3.05.170.

#### **B. Requirements of Valid Beneficiary Designations.**

To be considered a valid beneficiary designation, such designation must be:

1. In a written format acceptable to the board;
2. Signed and dated by the member; and
3. Received by the retirement system before the earlier of the member's retirement or death.

#### **C. Effect of Receipt of Valid Beneficiary Designation.**

The receipt by the retirement system of a member's new beneficiary designation revokes all previous otherwise valid beneficiary designations made by that member.

#### **D. Beneficiary Designation not Generally Not Modifiable by Agreement.**

The right of a designated spousal beneficiary to receive a death benefit under SMC 3.05.170.A or B. may not be deemed nullified or waived by any agreement or property settlement between the member and the beneficiary, or on behalf of either of them, except to the extent that such agreement or property settlement constitutes a qualified domestic relations order under SMC 3.05.240.B.

#### **E. Subsequent Life Events do not Revoke Existing Beneficiary Designations.**

The marriage, divorce, remarriage, dissolution or invalidation of a marriage or state registered domestic partnership, or termination of a state registered domestic partnership will not revoke, affect or otherwise invalidate an otherwise valid beneficiary designation under this SMC 3.05.175 previously executed by a member and filed with the retirement system. Accordingly, by operation of RCW 11.07.010(2)(b)(i), amounts payable under SMC 3.05.710 are not subject to RCW 11.07.010."



PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/01/2021

**Date Rec'd**

10/21/2021

**Clerk's File #**

ORD C36128

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

ACCOUNTING

**Contact Name/Phone**

MICHELLE MURRAY X6320

**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

5600 - ORDINANCE FOR REET AND INTERMODAL FUND HOUSEKEEPING

**Agenda Wording**

Approval of action to create a special revenue fund 1615 for REET 1st Quarter percent and repealing SMC 07.08.104 for fund 1450 Under Freeway Parking and SMC 07.08.122 fund 1570 Intermodal Facility.

**Summary (Background)**

Per RCW 82.46.010, the City must account for its first quarter percent Real Estate Excise Tax (REET 1) in a separate special revenue fund. This revenue must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the City's comprehensive plan. This ensures the funds are distributed according to the Washington State Code.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Neutral \$ 0

Select \$

Select \$

Select \$

**Budget Account**

# 99999

#

#

#

**Approvals****Dept Head**

MURRAY, MICHELLE

**Division Director**

WALLACE, TONYA

**Finance**

MURRAY, MICHELLE

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

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

F&amp;A 10-18-2021

**Council Sponsor**

CM Wilkerson

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## Briefing Paper

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Ordinance for REET and Intermodal Fund Housekeeping
<b>Date:</b>	4/19/21
<b>Contact (email &amp; phone):</b>	Michelle Murray mmurray@spokanecity.org x6320
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Michelle Murray
<b>Committee(s) Impacted:</b>	F&A 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)	Legal mandate, accounting structure
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of action to create a special revenue fund 1615 for REET 1 <sup>st</sup> Quarter percent and repealing SMC 07.08.104 for fund 1450 Under Freeway Parking and SMC 07.08.122 fund 1570 Intermodal Facility
<b>Background/History:</b>	
<p>A. Per RCW 82.46.010, the City must account for its first quarter percent Real Estate Excise Tax (REET 1) in a separate special revenue fund. This revenue must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the City's comprehensive plan. This ensures the funds are distributed according to the Washington State Code.</p> <p>B. During the budgeting and organization process Finance determined changing the name of the Asset Management Fund to Facilities Management Fund better describes its activities and propose the following organization changes. This aligns with the name change of the Department and other sections of SMC.</p> <p>C. Finance also determined, since there is no longer a contract with the Washington State Department of Transportation there is no need to maintain a separate fund Under Freeway Parking and all unspent funds will be transferred to the Facilities Management Fund to be spent accordingly.</p> <p>D. The Intermodal Facility is now managed by the Facilities Management Fund and there is no longer a need to have a separate fund for these activities. Finance proposes all activity be recorded in a specifically identified program within the Facilities Management Fund.</p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## ORDINANCE NO. C36128

An ordinance relating to various special revenue funds and internal services funds in Chapter 7.08 SMC; amending SMC sections 7.08.124 and 7.08.059 and repealing SMC 7.08.104 and 7.08.122.

WHEREAS, sections of Chapter 7.08 SMC regarding special revenue funds and internal services funds need to be amended or repealed to more accurately reflect the nature of the funds or changes to the circumstances or need for the funds as more fully set forth in this preamble; and

WHEREAS, state law authorizes cities to adopt a one-quarter of one percent excise tax on the sale of real property pursuant in two separate circumstances. Cities may adopt what is referred to as “the first quarter percent” or “REET 1” pursuant to RCW 82.46.010 (2), the revenue of which must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the city’s comprehensive plan. Cities may also adopt an additional quarter of a percent what is referred to as “the second quarter percent” or “REET 2” pursuant to RCW 82.46.035 (2), which may be used solely for financing capital projects specified in a capital facilities plan element of a comprehensive land use plan. What constitutes a “capital project” is different depending if the funds are generated from RCW 82.46.010 (2) or RCW 82.46.035 (2); and

WHEREAS, the City Council has previously adopted both one-quarter of one percent excise tax pursuant to RCW 82.46.010 (2) and RCW 82.46.035 (2) as codified in SMC 8.14.010 A. and B.

WHEREAS, a separate fund needs to be established in SMC 7.08.124 for the two separate one-quarter of one percent real estate excise tax previously enacted by the City Council; and

WHEREAS, the under freeway parking area has been leased to the City by the Washington State Department of Transportation (WSDOT) for decades; and

WHEREAS, in March 2021, the WSDOT advised the City that it would require fair market value (FMV) of the leased space if lease #AA-6-05018 was renewed. WSDOT’s estimate of FMV far exceeds the amount that the City would be able to collect for this property; and

WHEREAS, the lease with WSDOT was terminated as of May 10, 2021. The Under Freeway Parking Fund established in SMC 7.08.104 can be closed and all assets, liabilities, and net position of the Under Freeway Parking Fund will be transferred to the Facilities Management Fund; and

WHEREAS, operations of the intermodal facility will be managed by the Facilities Management Department as defined in SMC 3.01A.220. All assets, liabilities, and net position of the Intermodal Facility Operations Fund in SMC 7.08.122 will be transferred to the Facilities Management Fund; and

WHEREAS, the name Asset Management Fund as defined in SMC 07.08.509 is too broad of a term and should be renamed to Facilities Management Fund to be consistent with the Facilities Management Department name as specified in SMC 03.01A.220.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 7.08.124 is amended to read as follows:

**7.08.124 Real Estate Excise Tax Fund**

**A. Real Estate Excise Tax – First Quarter Percent – REET 1**

1. Under the authority of RCW 82.46.010(2) there is established a special revenue fund to be known as the “real estate excise tax fund,” which shall be distinguished as “REET 1”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by Ordinance C31191, SMC 8.14.010(A).
2. Moneys in this fund may be accumulated or expended for the purposes of providing funding for the maintenance of capital facilities and financing of capital improvements program fund projects as defined in RCW 82.46.010 (6) and as specified in a capital facilities plan element of the city’s comprehensive plan.

**B. Real Estate Excise Tax – Second Quarter Percent – REET 2**

- ~~((A))~~ 1. Under the authority of RCW 82.46.035(2) there is established a special revenue fund to be known as the “real estate excise tax fund,” which shall be distinguished as “REET 2”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by Ordinance C31191, SMC 8.14.010 (B).
- ~~((B))~~ 2. Moneys in this fund may be accumulated or expended for the purposes of financing capital projects as defined in RCW 82.46.035(5) and as specified in the capital facilities plan element of the comprehensive plan developed under the Growth Management Act.

Section 2. That SMC 7.08.509 is amended to read as follows:

**7.08.509 ~~((Asset))~~ Facilities Management Fund**

- A. There is created a fund to be known as the “~~((asset))~~ Facilities Management Fund” for the purpose of planning, designing, constructing/demolishing, procuring, managing and selling real property and infrastructure for City departments/funds.
- B. All moneys deposited in the fund shall be expended through the usual fiscal officers of the City as directed by the legislative authority of the City and in accordance with approved

budgets for the design, construction/demolition, procurement or management of real property and for payments of debt related to property owned by the fund.

- C. All moneys deposited into the fund and not expended shall remain in the fund from year to year and shall not be transferred to any other fund or expended for any other purpose whatsoever, except by appropriate action of the City Council.
- D. The City fund that uses (~~the property owned by the asset management fund for~~) each facility for its operating activities is responsible for all expenses related to the maintenance and operation of the property. Beginning in 2022, facility maintenance costs will be assessed on a square foot basis.
- E. To the extent permitted by law, all moneys from the sale of surplus real properties declared by the City Council shall be deposited into the General Fund, less expenses incurred to transact the sale and disposal of the property.
- F. To the extent permitted by law, all proceeds from the sale of low-value personal property or equipment conducted as authorized under SMC 12.05.040 shall be deposited into the Facilities Management Fund (~~fund~~).

Section 3. That SMC 7.08.104 is repealed.

Section 4. That SMC 7.08.122 is repealed.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2021.

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

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36129

Renews #Submitting Dept

FINANCE, TREASURY &amp; ADMIN

Cross Ref #Contact Name/Phone

PAUL INGIOSI 509-625-6061

Project #Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0410 - CITYWIDE CIP ORDINANCE 2022-2027

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2022-2027 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

Summary (Background)

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). An update was provided to City Council on September 20, 2021. A Plan Commission workshop was held on September 22, 2021. A Plan Commission hearing was held on October 13, 2021. The 2022-2027 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions, and Recommendations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study Session\OtherFinance & Administration  
Committee - 09/20/21Division Director

WALLACE, TONYA

Council Sponsor

Council President Beggs

Finance

MURRAY, MICHELLE

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

kemiller@spokanecity.org

Purchasing


## ORDINANCE NO. C36129

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2022 THROUGH 2027 AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2022 through 2027) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 21, 2021 by Council Resolution 2021-0052, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 20, 2021, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 22, 2021; and

WHEREAS, after providing appropriate public notices, on October 13, 2021, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2022-2027), as set forth in the attached Citywide Capital Improvement Program (2022-2027).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2022-2027).



Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

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

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

Approved as to Form:

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

# **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2022-2027 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2022-2027 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.**

## **FINDINGS OF FACT:**

**A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").**

**B. The City's Comprehensive Plan is required to be consistent with the GMA.**

**C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.**

**D. The 2022-2027 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.**

**E. The City Plan Commission held one workshop on September 22, 2021, to obtain public comments on the 2022-2027 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2022-2027 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

***ACTION: Motion to accept the staff's Findings of Fact A through F.***

## **CONCLUSIONS:**

**A. The 2022-2027 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2022-2027 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.**

***ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.***

**RECOMMENDATIONS:**

**A. The Spokane City Plan Commission is certifying that the 2022-2027 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.**

**B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.**

  
Todd Beyreuther (Oct 18, 2021 12:49 PDT)

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**Todd Beyreuther, President  
Spokane Plan Commission**

## Ordinance C36129

The full six-year Citywide Capital Improvement Plan for the years 2022 through 2027 can be found on the City's website under "Related Documents" at the link provided: <https://my.spokanecity.org/projects/capital-programs/>