

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **January 24, 2022**.

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 **2485 018 9050** for the 3:30 p.m. Briefing Session or **2488 116 7568** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment (including Open Forum):

Sign up to give testimony on legislative items and during Open Forum at <https://forms.gle/Vd7n381x3seaL1NW6>. You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, January 24, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. 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, JANUARY 24, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for January 24, 2022:

User Name: **COS Guest**

Password: **x9RTY4zF**

**Please note the space in user name.
Both user name and password are case sensitive.**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at www.spokanecity.org.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|---|---|--|
| <p>1. Purchases in support of the Cochran Basin Project of:</p> <p style="padding-left: 40px;">a. Pipe pre-order from HD Fowler (Spokane Valley, WA) for 60" elbows, 60" megalugs, 48" HDPE pipe-70LF, and 36" HDPE pipe-630LF—\$282,472.</p> <p style="padding-left: 40px;">b. Large diameter pipe from Core & Main (Spokane Valley, WA)—\$704,690.</p> <p>(Council Sponsor: Council President Beggs)</p> <p>Dan Buller</p> <p>2. Value Blanket Orders, to approve purchases without bringing each purchase over the City purchase limit to City Council for approval, with:</p> <p style="padding-left: 40px;">a. CDW Government (Vernon Hills, IL) for technology equipment (hardware and software)—\$120,000 (plus tax and shipping).</p> <p style="padding-left: 40px;">b. Dell Marketing L.P. (Austin, TX) for PC, laptop, monitors, docks, ink/toner, and mobile data</p> | <p>Approve
All</p> <p>Approve
All</p> | <p>BID 5565-22</p> <p>OPR 2022-0040
ENG 2018060
ENG 2010132</p> <p>OPR 2022-0041</p> <p>OPR 2022-0042</p> <p>OPR 2022-0043</p> |
|---|---|--|

hardware equipment—\$750,000 (plus tax and shipping.)

- c. Software House International, Inc. for software products including professional services, maintenance, and support subscriptions/upgrades—\$650,000 (plus tax and shipping).

OPR 2022-0044

(Council Sponsor: Council Member Cathcart)

Michael Sloan

- | | | | |
|--|--|----------------|-----------------------------|
| 3. | Value Blanket Renewal with Gall's, LLC (Spokane) for 2021 and 2022 Police Jumpsuit orders—estimated \$150,000 per year (incl. alterations and tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2019-0888
RFP 776-19 |
| Michelle Loucks | | | |
| 4. | Cooperative Integrated Medical Services Staffing Agreement, per RCW 39.34, with Spokane Valley Fire Department for the provision of an Integrated Medical Services Program for a three-year term, with two possible one-year renewals—estimated \$318,044.34 revenue. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0045 |
| Brian Schaeffer | | | |
| 5. | Two-year Contract Extension with Absolute Drug Testing LLC (Spokane, WA) for random urinalysis drug testing and results for Municipal Court and Community Justice Services for pretrial, community supervision, and therapeutic court monitoring from October 1, 2021 through September 30, 2023—not to exceed \$65,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2018-0861 |
| Michael Diamond | | | |
| 6. | Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| | a. Foothills Project, LLC for the construction of 24 housing units at Parcel No. 35082.4105 commonly known as 519 E. North Foothills Drive. | | OPR 2022-0046 |
| | b. Liberty Project, LLC for the construction of 24 housing units at Parcel No. 35033.1306, commonly known as 3027 E. Liberty Avenue. | | OPR 2022-0047 |
| (Council Sponsor: Council Member Cathcart) | | | |
| Teri Stripes | | | |
| 7. | Amendment No. 2 to City and County Memorandum of Agreement for wastewater treatment charges and payments for 2022 through 2026, including extension of term for Amendment No. 1 through 2021—\$74,440.61 Revenue. (Council Sponsor: Council President Beggs) | Approve | OPR 2013-0051 |
| Marlene Feist | | | |

8. Report of the Mayor of pending:
- Approve & Authorize Payments CPR 2022-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 7, 2022, total \$3,249,377.90, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$2,958,157.90.
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through January 14, 2022, total \$9,568,261.44, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,155,734.09. CPR 2022-0002
- c. Payroll claims of previously approved obligations through January 8, 2022: \$8,426,061.58. CPR 2022-0003
9. City Council Meeting Minutes: January 6 & 10, 2022. Approve All CPR 2022-0013
- Request motion to suspend Council Rules and add the following items (OPR 2022-0061, OPR 2018-0230, OPR 2020-0600, and OPR's 2022-0072 through 2022-0074):
10. Five-year Contract with Cerium Networks, Inc. (Spokane, WA) for Cisco calling, contact center, and Calabrio support and maintenance from January 20, 2022, through January 19, 2027—\$137,221.58 annually (plus tax). Contract total: \$686,107.88 (plus tax). (Council Sponsor: Council Member Cathcart) Approve OPR 2022-0061
Michael Sloan
11. Contract Amendment with outside counsel, Beth Kennar and Summit Law Group, for representation in public safety employee collective bargaining and related labor issues—increase of \$75,000. Total contract amount: \$124,000. (Council Sponsor: Council Member Wilkerson) Approve OPR 2018-0230
Michael Ormsby
12. Contract Amendment with outside counsel, Tom McLane, who represents the City in an arbitration matter brought by the Spokane Police Guild on behalf of Officer Kris Henderson—increase of \$20,000. Total contract amount: \$70,000. (Council Sponsor: Council Member Wilkerson) Approve OPR 2020-0600
Michael Ormsby
13. Contracts relating to the Convention Center Emergency Warming Center, which was activated from December 26, 2021 through January 9, 2022, during a period of extreme cold weather with: Approve All

- a. The Guardians Foundation, Inc. (Spokane WA) for temporary shelter services such as supervision, food and portable toilets—\$187,000, **OPR 2022-0072**
- b. ISS Facility Services, Inc. dba Sanitors Services, Inc. (Spokane, WA) for custodial and disinfecting services—\$50,267.43, and **OPR 2022-0073**
- c. Spokane Public Facilities District (Spokane WA) for space rental and repair of damages—\$175,803.55. **OPR 2022-0074**

Council Sponsor: Council Member Wilkerson
Michelle Murray

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS**RECOMMENDATION**

The following Appointments have been moved to the February 7, 2022, Agenda:

Arts Commission: Four Appointments

Approve

CPR 1981-0043

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA**SPECIAL BUDGET ORDINANCE**

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36167 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

American Rescue Plan Fund

1) Increase appropriation by \$1,450,000, funded from the City's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

A) Of the increased appropriation, \$1,450,000 is provided to the City of Spokane Parks and Recreation Division to replace funding lost due to COVID-19 solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

(This action arises from the need to provide appropriation authority for The Centennial Trail Renovations to the Don Kardong Bridge. (Council Sponsors: Council President Beggs and Council Member Kinnear)

Garrett Jones

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

- ORD C36064 Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date. (Deferred from October 18, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)
Brian McClatchey

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0009 Approving Settlement Agreement and General Release of All Claims of Trisha L. and Corey Christian as agreed to by the parties—\$195,000. (Council Sponsor: Council Member Stratton)
Nathaniel Odle
- RES 2022-0010 Appointing Spencer Gardner as Planning Services Director. (Council Sponsor: Council President Beggs)
Meghann Steinolfson
- RES 2022-0011 Expressing the intention of the City Council to designate a multi-family tax exemption (MFTE) residential targeted area. (Council Sponsors: Council President Beggs and Council Member Stratton)
Teri Stripes

Request motion to suspend Council Rules and add the following item (RES 2022-0012):

- RES 2022-0012 Appointing Kris Smith as Human Resources Director. (Council Sponsor: Council Member Wilkerson)
Meghann Steinolfson

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

- ORD C36166 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | |
|---|-------------------------------------|------------|
| H1. a. Hearing on vacation of Perry Street between Celesta and Hartson, as requested by the owners of the Liberty Park Apartments. | Approve
Subject to
Conditions | |
| b. First Reading Ordinance C36166 vacating Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue.
(Council Sponsor: Council Member Wilkerson)
Eldon Brown | Further
Action
Deferred | ORD C36166 |
-

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/Vd7n381x3seaL1NW6>. The form will open at 5:00 p.m. on Monday, January 24, 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 January 24, 2022, Regular Legislative Session of the City Council is adjourned to January 31, 2022.

NOTES

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

01/24/2022

Date Rec'd

1/12/2022

Clerk's File #

OPR 2022-0040

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2018060/2010132

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #

5565-22

Agenda Item Type

Purchase w/o Contract

Requisition #

CR 23212

Agenda Item Name

3700 - HD FOWLER COMPANY MATERIAL PURCHASE CONTRACT

Agenda Wording

Material purchase of pipe pre-order in support of Cochran Basin Project. Total purchase value for HD Fowler Company: \$282,472.00.

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal 1/10/22 to support the Cochran Basin Stormwater project. Award is recommended across two respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. HD Fowler Company 60" elbows - \$106,000.00, 60" megalugs - \$87,625.00, 48" HDPE pipe-70LF - \$13,657.00, and 36" HDPE pipe-630LF - \$75,190.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$194,847

4250-98817-94310-56501-14395

Expense \$ \$87,625

4250-43354-94310-56501-14482

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

UE 12/13/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

KECK, KATHLEEN

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

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Purchasing

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ddaniels@spokanecity.org

jgraff@spokanecity.org

josha@hdfowler.com

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Cochran Basin Project – Pipe Pre-Order
Date:	12-13-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	These projects are in the 6 Year Sewer & Street Plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of materials purchase contracts

Background/History:

- The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St.
- Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to correct this issue.

Executive Summary:

- At the June 2021 PIES meeting, we presented a briefing paper and exhibit showing the various projects which will together divert the untreated stormwater to proposed swales where it will be treated prior to infiltration to the ground. The exhibit from that briefing paper is attached.
- One of those projects, the TJ Meenach road reconstruction project, includes replacement of several large diameter stormwater pipes. Given current supply chain issues nationwide, the needed large diameter pipes have a 5 month lead time.
- If we wait for the contractor to order the pipe after the project is bid and awarded in spring of 2022, by the time the pipe is delivered we will miss the 2022 construction season and construction will span into 2023.
- Because the multi-million dollar state grant that will pay for roughly half this project expires at the end of 2022, we need to pre-order the pipe so it is available to the contract toward the beginning of the 2022 construction season so we can get the work done in 2022 and don't lose the large grant.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Bid Response Summary

Bid Number ITB 5565-22
Bid Title Miscellaneous Waterworks Products - TJ Meenach Sewer Piping (Re-Bid)
Due Date Monday, January 10, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company H D FOWLER CO
Submitted By JOSH ALDERMAN - Monday, January 10, 2022 11:37:30 AM [(UTC-08:00) Pacific Time (US & Canada)]
 JOSH@HDFOWLER.COM 5095688400

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Josh Alderman 509-370-2723 josh@hdfowler.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in mid- January 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
Withdrawal of Bid			
	1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for fourteen (14) calendar days after the due date.	I understand and I agree
Use of American Iron and Steel			

1	<p>This provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contractor pursuant to this Agreement. “Iron and Steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.</p>	I understand and I agree
2	<p>The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.</p>	I understand and I agree
3	<p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>	I understand and I agree
Product - Restraint Joint Bend & Associated Restraints		
1	<p>Fitting shall meet the requirements of WSDOT General Specifications section 9-30.2(1), 9-30.2(6) and of the “Use of American Iron and Steel” contained herein.</p>	I understand and I agree

2	Associated restraints can be any of the following: • TR Flex Gripper Ring as manufactured by U.S. Pipe • TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe; • Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company; • American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company; • MEGALUG as manufactured by EBAA Inc.; • Field Lok Gaskets as manufactured by United States Pipe & Foundry Company; • American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe; • SuperLug as manufactured by Sigma Corporation; • Snap-Loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.; • HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co; • Star Grip as manufactured by Star Pipe Products.	I understand and I agree
3	ALL MECHANICAL JOINT LOCKING GLAND NEATLY PACKAGED KITS WITH STANDARD MJ GASKET.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	120 working days ARO
Product - Pipe: Ductile Iron 60" dia - Restrained Joint Pressure Class 150		
1	This pipe shall meet the requirements of WSDOT General Specifications section 9-30.1(1) and 9-30.2(6) and of the "Use of American Iron and Steel" contained herein.	I understand and I agree
2	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	80 working days ARO
Product - Pipe: Ductile Iron 48" dia - Tyton Joint Pressure Class 150		
1	This pipe shall meet the requirements of WSDOT Standard Specifications section 9-30.1(1) and 9-30.2(6). This pipe does not need to meet the requirements of "Use of American Iron and Steel" contained herein.	I understood and I agree
2	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	80 working days ARO
***	The City will purchase either the 48" HDPE or the 48" DI, at it's option - YOU DO NOT NEED TO BID ON BOTH.	I understand and I agree
Product - Pipe: Ductile Iron 36" dia - Tyton Joint Pressure Class 150		
1	This pipe shall meet the requirements of WSDOT Standard Specifications section 9-30.1(1) and 9-30.2(6). This pipe does not need to meet the requirements of "Use of American Iron and Steel" contained herein.	I understand and I agree
2	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	80 working days ARO
***	The City will purchase either the 36" HDPE or the 36" DI, at it's option - YOU DO NOT NEED TO BID ON BOTH.	I understand and I agree

Product - Pipe: HDPE Sewer 48" dia		
1	This pipe shall meet the requirements of WSDOT Standard Specifications section 9-05.24(2) with further stipulations that the pipe shall be gray and double gasketed.	I understand and I agree
2	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	35 working days ARO
***	The City will purchase either the 48" HDPE or the 48" DI, at it's option - YOU DO NOT NEED TO BID ON BOTH.	I understand and I agree
Product - Pipe: HDPE Sewer 36" dia		
1	This pipe shall meet the requirements of WSDOT Standard Specifications section 9-05.24(2) with further stipulations that the pipe shall be gray and double gasketed.	I understand and I agree
2	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained. Supplier's best estimate as to when these supplies will be available for delivery is:	35 working days ARO
***	The City will purchase either the 36" HDPE or the 36" DI, at it's option - YOU DO NOT NEED TO BID ON BOTH.	I understand and I agree
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to 909 E. Sprague Avenue Spokane, WA 99208.	I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.	I understand and I agree
5	24-hour prior notice of delivery is required to Mike Lowden at (509) 625-7909.	I understand and I agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	No
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I understand and I agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree

Business Registration Requirement		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	179016679
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I do not understand and I do not agree.
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		

1	48" HDPE Sewer Pipe	Base	If	70.00	\$195.10	\$13,657.00	See comments in questions field regarding pipe footages
Product - Pipe: HDPE Sewer 36" dia							
1	36" HDPE Sewer Pipe	Base	If	630.00	\$119.35	\$75,190.50	See comments in questions field regarding pipe footages
Total Base Bid		\$1,230,569.50					

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

01/24/2022

Date Rec'd

1/12/2022

Clerk's File #

OPR 2022-0041

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2010132

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #

5565-22

Agenda Item Type

Purchase w/o Contract

Requisition #

CR 23212

Agenda Item Name

0370 - COCHRAN BASIN PROJECT MATERIAL PURCHASE - PIPE PRE ORDER

Agenda Wording

Purchase of large diameter pipe in support of the Cochran Basin Project. Total purchase value for Core & Main: \$704,690.00.

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal 1/10/22 to support the Cochran Basin Stormwater project. Award is recommended across two respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Core & Main (Spokane Valley, WA) is recommended to provide 500 linear feet of 60" diameter ductile iron pipe.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$704,690.00

4250-43354-94310-56501-14482

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

UE 12/13/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

KECK, KATHLEEN

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eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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Purchasing

jgraff@spokanecity.org

ddaniels@spokanecity.org

curtis.allred@coreandmain.com

dbuller@spokanecity.com

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Cochran Basin Project – Pipe Pre-Order
Date:	12-13-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	These projects are in the 6 Year Sewer & Street Plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of materials purchase contracts

Background/History:

- The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St.
- Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to correct this issue.

Executive Summary:

- At the June 2021 PIES meeting, we presented a briefing paper and exhibit showing the various projects which will together divert the untreated stormwater to proposed swales where it will be treated prior to infiltration to the ground. The exhibit from that briefing paper is attached.
- One of those projects, the TJ Meenach road reconstruction project, includes replacement of several large diameter stormwater pipes. Given current supply chain issues nationwide, the needed large diameter pipes have a 5 month lead time.
- If we wait for the contractor to order the pipe after the project is bid and awarded in spring of 2022, by the time the pipe is delivered we will miss the 2022 construction season and construction will span into 2023.
- Because the multi-million dollar state grant that will pay for roughly half this project expires as the end of 2022, we need to pre-order the pipe so it is available to the contract toward the beginning of the 2022 construction season so we can get the work done in 2022 and don't lose the large grant.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

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

01/24/2022

Date Rec'd

1/11/2022

Clerk's File #

OPR 2022-0042

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

5300 CDW-G VALUE BLANKET 2022

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

VALUE BLANKET

Agenda Wording

Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. January 1, 2022 through December 31, 2022.

Summary (Background)

The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the National IPA CO-OP Contract #2018011-01 for its selection of CDW-G. In addition, the following contracts will be used to procure reasonable pricing;

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$120,000 plus tax and shipping

Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

1/10/2022 Urban

Division Director

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Danny Higgins - dannhig@cdwg.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Requesting \$120,000.00, plus tax and shipping. Currently 2021 - \$100,000.00, plus tax shipping.

Summary (Background)

King County Directors' Association (KCDA) Agreement #AEPA 018-A; WA State Contract #06016; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcewell contract# 081419.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	CDW Government (CDW-G) Value Blanket
Date:	January 10, 2022
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	CM Michael Cathcart
Executive Sponsor:	Michael Sloon and Dusty Patrick
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts per Department/Division orders.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Background/History: The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the National IPA CO-OP Contract #2018011-01 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCDA) Agreement #AEPA 018-A; WA State Contract #06016; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcewell contract# 081419.	
Executive Summary: <ul style="list-style-type: none"> Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. January 1, 2022, through December 31, 2022. Requesting \$120,000.00, plus tax. Current 2021 - \$100,000.00, plus tax. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:

01/24/2022

Date Rec'd	1/11/2022
Clerk's File #	OPR 2022-0043
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 DELL VALUE BLANKET 2022		

Agenda Wording

Approval to purchase PC, laptop, monitors, docks, ink/toner and mobile data hardware equipment, from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

Summary (Background)

The City of Spokane currently utilizes Dell Marketing L.P. for PC, laptop, ink/toner, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high-speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment.

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

Expense	\$ \$750,000.00 plus tax and shipping	# Various Accounts
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	1/10/2022 Urban
Division Director	SLOON, MICHAEL	Council Sponsor	CM Michael Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Charles.Anglin@dell.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

January 1, 2022 through December 31, 2022. Requesting \$750,000 plus tax and shipping, same cost as previous year(2021).

Summary (Background)

The City of Spokane Innovation and Technology Services Division has utilized Washington State Contract #05815-003/MNWNC-108 for its selection of Dell Marketing L.P. (Dell Financial, L.L.C.). In addition, the following contract will be used NCPA Contract# 01-42.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Dell Marketing L.P. (Dell Financial, L.L.C.) Value Blanket
Date:	January 10, 2022
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	CM Michael Cathcart
Executive Sponsor:	Michael Sloon and Dusty Patrick
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts for individual Division/Department orders, but primarily from ITSD 5310 Capital Replacement funds.
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase PC, laptop, monitors, docks, ink/toner and mobile data hardware equipment, from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Background/History: The City of Spokane currently utilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, laptop, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high-speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment. The City of Spokane Innovation and Technology Services Division has utilized Washington State Contract #05815-003/MNWNC-108 for its selection of Dell Marketing L.P. (Dell Financial, L.L.C.). In addition, the following contract will be used NCPA Contract# 01-42.	
Executive Summary: <ul style="list-style-type: none"> Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. January 1, 2022, through December 31, 2022. Requesting \$750,000.00, plus tax and shipping. Current 2021 - \$750,000.00, plus tax and shipping. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:

01/24/2022

Date Rec'd	1/4/2022
Clerk's File #	OPR 2022-0044
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 SHI VALUE BLANKET 2022		

Agenda Wording

Approval to purchase software products including professional services, maintenance,& support subscriptions/upgrades from Software House International, w/o bringing each purchase over the City Purchase Limit (\$50,000.00)to City Council for approval.

Summary (Background)

Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 06016 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.

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

Expense	\$ \$650,000 plus tax & shipping	# Various Accounts
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	Urban Experience
Division Director	SLOON, MICHAEL	Council Sponsor	CM Michael Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Ben Callahan - Ben_Callahan@shi.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

January 1, 2022, through December 31, 2022. Requesting \$650,000, plus tax and shipping. This is a decrease from the 2021 (\$1,500,000). Microsoft is paid via Contract.

Summary (Background)

For 2022, ITSD intends to continue purchasing VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft Premier, Smarsh, and other necessary software for which SHI provides best pricing and service.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Software House International, Inc. (SHI) Value Blanket
Date:	January 10, 2022
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	CM Michael Cathcart
Executive Sponsor:	Michael Sloon and Dusty Patrick
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts from Divisions and Departments that place orders. The majority of the purchases will be from ITSD budgeted funds in 5300.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

Background/History:

Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 06016 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.

For 2022, ITSD intends to continue purchasing VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft Premier, Smarsh, and other necessary software for which SHI provides best pricing and service.

Executive Summary:

- Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
- January 1, 2022, through December 31, 2022. Requesting \$650,000, plus tax and shipping. This is a decrease from the 2021 (\$1,500,000). Microsoft is paid via Contract.

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:



Agenda Sheet for City Council Meeting of:
01/24/2022

Date Rec'd	12/29/2021
Clerk's File #	OPR 2019-0888
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 625-4056
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 POLICE JUMPSUITS

Agenda Wording

Approval to renew VB301096 for 2021 and 2022 Police Jumpsuit orders. Estimate \$150,000 per year, which includes alterations and tax.

Summary (Background)

In 2019 Gall's LLC won the bid to provide jumpsuits to the department for 1 year with the option to purchase from the company for an additional 4 years. Approval of 2021 and 2022 will be the second and third renewals on this value blanket.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 150,000 annually	<u>Budget Account</u>	# 0680-11410-21250-53202-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head LUNDGREN, JUSTIN

Division Director LUNDGREN, JUSTIN

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other Urban Experience
12/13/21

Council Sponsor CM Kinnear

Distribution List

spdfinance@spokanepolice.org

Briefing Paper

Urban Experience Committee

Division & Department:	Public Safety, Police Department
Subject:	Police Jumpsuits Value Blanket
Date:	December 1, 2021
Author (email & phone):	Michelle Loucks, dloucks@spokanepolice.org 625-4055
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Jennifer Hammond
Committee(s) Impacted:	Urban Experience, Public Safety, Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to renew VB301096 for 2021 and 2022 Police Jumpsuit orders. Estimate \$150,000 per year, which includes alterations and tax.
Background/History: In 2019 Gall's LLC won the bid to provide jumpsuits to the department for 1 year with the option to purchase from the company for an additional 4 years. Approval of 2021 and 2022 will be the second and third renewals on this value blanket.	
Executive Summary: <ul style="list-style-type: none"> <i>Renewal of Jumpsuit VB will provide police officers with essential duty gear</i> <i>Recommend approval of value blanket renewal</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:
01/24/2022

<u>Date Rec'd</u>	1/5/2022
<u>Clerk's File #</u>	OPR 2022-0045
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 INTEGRATED MEDICAL SERVICES PROGRAM AGREEMENT

Agenda Wording

Agreement, per RCW 39.34, with Spokane Valley Fire Department (SVFD) to enter into a cooperative agreement for the provision of an Integrated Medical Services Program (IMSP). The term shall be 3 years with 2 possible 1 year renewals.

Summary (Background)

The IMSP will be empowered to provide direction and oversight to both Agencies Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. SVFD will share 40% of the estimated management cost, billed quarterly.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ \$318,044.34	<u>Budget Account</u>	# 1970-35121-99999-34221-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSC 01/10/2022
<u>Council Sponsor</u>	CM Kinnear

Distribution List

SVFD: charterm@spokanevalleyfire.com
bschaeffer@spokanecity.org
fireaccounting@spokanecity.org

Additional Approvals

Purchasing



City of Spokane Fire Department

**COOPERATIVE INTEGRATED MEDICAL
SERVICES STAFFING AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **SPOKANE VALLEY FIRE DEPARTMENT**, 2120 North Wilbur Road, Spokane Valley, Washington 99206 as ("SVFD"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, both SFD and SVFD ("Agencies") provide Advanced Life Support (ALS) Emergency Medical Services to their citizens in compliance with WAC 246-976 et seq., and;

WHEREAS, due to national policy changes, technical advances in Pre-hospital Emergency Medicine, the growing complexity of delivering an integrated emergency medical education program, as well as other factors, the expertise required of firefighters, EMT's, and Paramedics has never been greater; and

WHEREAS, education, quality improvement, integrated system evaluation, and constant improvement are critical elements for the operation of effective and efficient fire and rescue operations; and

WHEREAS, it is challenging for individual fire and rescue organizations to provide adequate leadership and support systems within the confines of limited fiscal constraints; and

WHEREAS, the Agencies participating in this Agreement have determined that a cooperative Integrated Medical Services Program (IMSP) is an efficient means of individually building their leadership and management capacity, as well as the overall improvement in coordination between the Fire Departments; and

WHEREAS, RCW 39.34 empowers joint exercise by two (2) or more local governmental agencies of any power authorized common to them; and

WHEREAS, it is the desire of the signatories hereto to provide for a cooperative IMSP for their mutual advantage and concern.

NOW, THEREFORE, for and in consideration of the promises, the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by the Agencies as follows:

1. Cooperative Agreement Established. Pursuant to the joint powers authorization of RCW 39.34, the undersigned do hereby enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

2. Program Scope. Under the umbrella of this Agreement the IMSP is empowered to provide direction and oversight to both Agencies' Emergency Medical Programs and lay the groundwork that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services (Community Paramedicine).

3. IMSP Management and Direction to Provide Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. Job requirements and selection of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made through a cooperative process as defined, and agreed to, by the Agencies. The Medical Advisor and IEMC may be the employee of either of the agencies. Final recommendation of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made by Agency Designees to their respective governing bodies, through processes defined, and required by Agency policies for approval. When the selected Integrated Emergency Medicine Coordinator (IEMC) is a current employee of a participating Agency, he/she shall remain an employee of that Agency.

4. Services Provided by the IEMC. The IEMC shall provide the following Training, Development, and QA/QI Services to each Agency participating in this Agreement:

- (a) PCR review
- (b) QA/QI Data Collection and Interpretation
- (c) Trend Analysis
- (d) Training Development to Address Agency Needs
- (e) Development, Coordination, and Oversight of Regional Integrated Health Services (Community Paramedicine)
- (f) Program Reporting
- (g) Compliance Oversight
- (h) Other duties cooperatively agreed upon by Agency Designees

5. Proportional Division of IMSP Services. The cost of the IMSP will be divided proportionally among the participating Agencies in accordance with the division of the Cooperative IMSP Program Costs as set out in Section 6 of this Agreement. It shall be the responsibility of the IEMC to document services provided to and/or proportional benefits received by each of the Agencies participating in this Agreement. This documentation shall be reviewed quarterly by Agency Designees.

6. Cooperative IMSP Services Costs. Participating Agencies agree to pay the Agency employing the IEMC and contracting with the Medical Advisor the following proportion of costs associated with employment, as outlined in the following table:

Total IEMC and Medical Advisor Cost,		\$257,243.46
Agency	Share of Service	Annual Cost
City of Spokane	60%	\$154,346.46
Spokane Valley Fire	40%	\$102,897.00

The Agency employing the IEMC and contracting with the Medical Advisor shall bill each participating Agency quarterly the amounts provided for above, and the Agency shall pay their respective fee within thirty (30) days of invoice receipt. The Annual Cost for Years two (2) and three (3) shall increase each year by 3.0%, regardless of increases in actual employment costs

experienced by the Agency employing the IEMC, as a means to absorb rising salary, benefit and ancillary costs.

7. Adjustment to Proportional Costs. Not less than sixty days (60) before the end of the first (1st) year of the term of this Agreement, Agency Designees shall meet to consider adjustment to the share of service and proportional costs set out in Section 5 for Year two (2) and Year three (3). The stated goal of Article 7 of this Agreement is to revise the share of service so that by Year three (3) the annual cost between the Agencies is equal. However, this will be considered on a year by year basis. Agencies must agree to adjust the share of service and shall do so by written amendment to this Agreement.

8. Additional Support for IMSP. In addition to the payments described above, the Agencies shall provide a central work and conference room space for the IEMC.

9. Accountability and Program Oversight. Designees of participating Agencies shall provide supervision to the IMSP, and, as a group shall direct the IMSP's projects and activities. This oversight shall include decision-making regarding allocation of IMSP efforts among the Agencies in accordance with this Agreement. To ensure that each Agency is receiving the agreed upon level of service, the IEMC shall submit a detailed monthly report to Agency Designees, and make available supporting time logs, training curricula, etc. Agency Designees shall meet or confer monthly to discuss the IMSP's accomplishments, plan future activities, and generally direct shared EMS efforts under this Program.

10. Amendments. This Agreement may not be further amended, except by formal written amendment and resolution of all current parties to it. However, the IEMC is authorized to recommend for approval supplemental binding policies and procedures that will provide for more detailed administration of the shared EMS Program. Said policies and procedures may be adopted and amended by unanimous consent of Agency Designees, provided such amendments do not conflict with the terms set forth in this Agreement.

11. Additional Participants. With the approval of the Agencies who are a party to this Agreement, additional agencies may participate in the Agreement, under the terms of a written addendum stating the reallocation of the "Share of Service" to be received, and the reallocation of annual costs to be paid by additional Agencies becoming a party to this Agreement.

12. Duration/Termination. This Agreement shall run for a term of three (3) years, unless terminated earlier, with the possibility of two (2) one-year extensions, upon written mutual agreement of the parties. By providing sixty (60) of termination in writing, and supporting documentation outlining continued failure of the IMSP to provide the services outlined in this Agreement, a participating Agency may formally withdraw from the IMSP, and/or suspend payment until such time that measures are taken to satisfactorily address documented failures. Either party may unilaterally terminate this agreement for any reason by providing the other party with one hundred and eighty (180) days written notice.

13. Authorization. Prior to execution of this Agreement, each participating Agency shall deliver to the other participating Agencies, a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

14. Effective Date. This Agreement shall become effective on January 1, 2021 and shall run through December 31, 2023.

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

SPOKANE VALLEY FIRE DEPARTMENT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

"Attachment A" - RCW 39.34 REQUIRED CLAUSES for Interlocal Agreements

Attachment A
RCW 39.34 REQUIRED CLAUSES
For Interlocal Agreements

- A. Purpose: See Section No.2 of the SFD/Valley Fire Interlocal Agreement.
- B. Duration: See Section No. 12 of the SFD/Valley Fire Interlocal Agreement.
- C. Separate Legal Entity: It is the intent of the parties that this Agreement does not create, nor seek to create a separate legal entity pursuant to RCW 39.34.030.
- D. Responsibilities of the Parties: See provisions of the SFD/Valley Fire Interlocal Agreement.
- E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The Valley Fire Department shall file this Agreement or place it on its web site or other electronically retrievable public source.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 12 of the SFD/Valley Fire Interlocal Agreement.
- H. Disposal of Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Ongoing Service Agreement for Integrated Healthcare Service Partnership with Spokane Valley Fire Department (SVFD)
Date:	December 28, 2021
Author (email & phone):	mlopez@spokanefire.org 435-1092
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SFD Strategic Plan, Comprehensive Plan for Regionalization, and Inter-Government Cooperation
Strategic Initiative:	Public Safety and Community Health
Deadline:	January 30, 2022
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation of partnership, revenue of \$100,000
Background/History: SFD and SVFD have been partnering with Integrated Medical Services for several years where the SFD provides specialty Emergency Medicine Overhead services to supplement their programs. As a benefit to the City, we have access to larger data sets to measure the impact of programs and interventions on the EMS system in both jurisdictions.	
Executive Summary: <ul style="list-style-type: none"> • Annual Impact – Improved data leading to increased decision-making <ul style="list-style-type: none"> ○ Improved services with consolidated protocols and training programs for automatic aid partners ○ Consistent care for case-managed clients in CARES Program, HotSpotters, and the mental health system 	
Budget Impact: 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: N/A Other budget impacts: revenue generating,	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



Agenda Sheet for City Council Meeting of: 01/24/2022

<u>Date Rec'd</u>	12/15/2021
<u>Clerk's File #</u>	OPR 2018-0861
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	MASTER/CR 23163

<u>Submitting Dept</u>	MUNICIPAL COURT
<u>Contact Name/Phone</u>	MICHAEL X5806 DIAMOND
<u>Contact E-Mail</u>	MDIAMOND@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0560 - DRUG TESTING - ADT CONTRACT EXTENSION

Agenda Wording

Two year extension for random urinalysis drug testing and results for Municipal Court and Community Justice Services for pretrial, community supervision, and therapeutic court monitoring. Testing not to exceed \$65,000 annually.

Summary (Background)

The Municipal DUI Court has had a long-standing relationship with Absolute Drug Testing. ADT has performed the UA Testing necessary for DUI Court since the Therapeutic Court's inception. These costs are covered by the DUI Court Grant from Washington Traffic Safety Commission. ADT was awarded the original contract due to its ability to offer UA testing randomly on all days of the weeks and holidays, which is aligned with evidence-based practices for therapeutic courts.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense	\$ 38,000 Year One	<u>Budget Account</u>	# 1360-91209-12500-54101-99999
Expense	\$ 27,000 Year One	#	Various
Expense	\$ 65,000 Year Two	#	Various
Select	\$	#	

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCHC - 12/6/2021
<u>Council Sponsor</u>	CM Kinnear

Additional Approvals

<u>Purchasing</u>		shenry@spokanecity.org
<u>GRANTS, CONTRACTS & PURCHASING</u>	BROWN, SKYLER	mdiamond@spokanecity.org



City of Spokane

CONTRACT RENEWAL

**Title: RANDOM URINALYSIS TESTING FOR
CITY OF SPOKANE'S MUNICIPAL COURT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, Washington municipal corporation, as ("City"), and **ABSOLUTE DRUG TESTING, LLC.**, whose address is 1710 West Mission Avenue, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide the City with random urinalysis testing services for its Municipal Court; and,

WHEREAS the parties now wish to renew that agreement for services for a new term and continue to include the City's Probation Department (0690) and Miscellaneous Grant Funds (1360) for those services under this Renewal Document;

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 21, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal is for a two (2) year term and shall become effective on October 1, 2021 and shall end September 30, 2023.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00)**, per year, including taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ABSOLUTE DRUG TESTING, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper City Council

Division & Department:	Municipal Court
Subject:	Absolute Drug Testing (ADT) Contract Extension for Drug Testing
Date:	January 24, 2022
Contact (email & phone):	mdiamond@spokanecity.org / 509-622-5806
City Council Sponsor:	CM L. Kinnear
Executive Sponsor:	
Committee(s) Impacted:	City Council
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget & Strategic Plan
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	January 24, 2022 (contract expired 9/30/21)
Outcome: (deliverables, delivery duties, milestones to meet)	Will secure a two year contract extension with ADT for continued Drug and Alcohol Testing services in support of evidence-based practices in Therapeutic Courts and Community Supervision strategies.
<p>The Spokane Municipal DUI Therapeutic Court and Municipal Court has had a long-standing relationship with Absolute Drug Testing. ADT has performed the drug and alcohol urinalysis testing necessary for DUI Court to continue operations since DUI Court's inception. The contract allows for the application of best practices concerning the National Association of Drug Court Professionals for therapeutic court randomized drug/alcohol testing as well as ensure sobriety for substance abuse and dependence defendants. ADT was awarded the original contract due to its ability to adhere to best practices and utilize randomized drug/alcohol testing protocols including all days of the weeks and holidays. The approval of the two year contract extension would allow for the Court to enter procurement in 2022 well before the 2023 end of contract. The DUI Court currently has a one year extension from the Washington Traffic Safety Commission for DUI Court including a \$38,000 allowance for drug/alcohol testing.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Contract with Alcohol Drug Testing for drug and alcohol urinalysis testing. • Washington Traffic Safety Commission grant award including \$38,000 for testing. • Contract extension for two years for a total of five years with procurement incurring in 2022. 	
<p><u>Budget Impact: No impact</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Washington Safety Traffic Commission</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: Will require a new procurement process in 2022 to secure a new contract for Drug and Alcohol Testing before the listed end date of September 30, 2023.</p>	

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

01/24/2022

Date Rec'd

1/11/2022

Clerk's File #

OPR 2022-0046

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650- MFTE CONDITIONAL AGREEMENT – FOOTHILLS APARTMENTS

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Foothills Project LLC for the construction of 24 housing units at Parcel Number(s) 35082.4105, commonly known as 519 E NORTH FOOTHILLS DR.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

UE 1/10/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Cathcart

Finance

ORLOB, KIMBERLY

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tstripes@spokanecity.org

For the Mayor

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Staff has determined that the Foothill Apts Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact		<u>Budget Account</u>
Select	\$	#
Select	\$	#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE (Two) Conditional Agreement – Liberty Park 2 & Foothills
Date:	January 10, 2022
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , 625-6597)
City Council Sponsor:	Council Member Cathcart
Executive Sponsor:	Louis Meuler (lmeuler@spokanecity.org , 625-6096)
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. <p>Comprehensive Plan Land Use Policies:</p> <p>LU 1.4 Higher Density Residential Uses</p> <p>LU 3.5 Mix of Uses in Centers</p> <p>LU 4.2 Land Uses That Support Travel Options and Active Transportation</p> <p>LU 4.6 Transit-Supported Development</p> <p>Comprehensive Plan Housing Policies:</p> <p>H 1.9 Mixed-Income Housing</p> <p>H 1.4 Use of Existing Infrastructure</p> <p>H 1.10 Lower-Income Housing Development Incentives</p> <p>H 1.11 Access to Transportation</p> <p>H 1.18 Distribution of Housing Options</p> <p>Comprehensive Plan Economic Development Policies:</p> <p>ED 2.4 Mixed-Use</p> <p>ED 7.4 Tax Incentives for Land Improvement</p>
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement(s)
Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax	

exemption. SMC [08.15](#) Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Staff has determined that both the **Foothills and the Liberty 2 Apartments** Conditional applications meet the Project Eligibility defined in SMC [08.15.040](#) and is located in a previously adopted Residential Target Areas identified in SMC [08.15.030](#).

Once the projects are constructed, the applicant intends to offer the units at market rate.

This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Executive Summary:

Foothills Apartments: the applicant applied for a Conditional MFTE Agreement for **24 units, at 519 E North Foothills Dr**

- Property is zoned [GC-70](#) , Centers/Corridors 3- EC, 70 ft height limit; and the proposed use is allowed.
- Estimated Construction Costs: \$7.5M
- Located in the Logan neighborhood.

Liberty 2 Apartments: the applicant is applied for a Conditional MFTE Agreement for **24 units, at 3027 E Liberty Ave**

- Property is zoned [GC-70](#) , 70 ft height limit; and the proposed use is allowed.
- Estimated Construction Costs: \$2.5M
- Located in the Bemis neighborhood.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Tax Exemption Information:

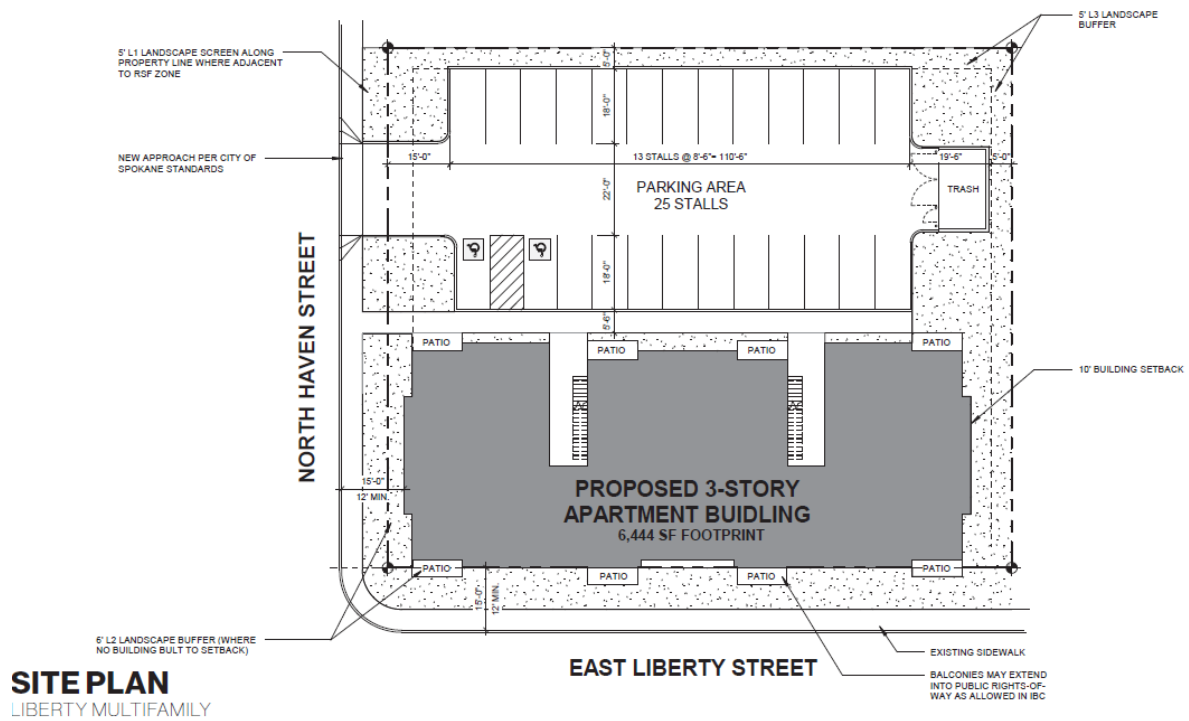
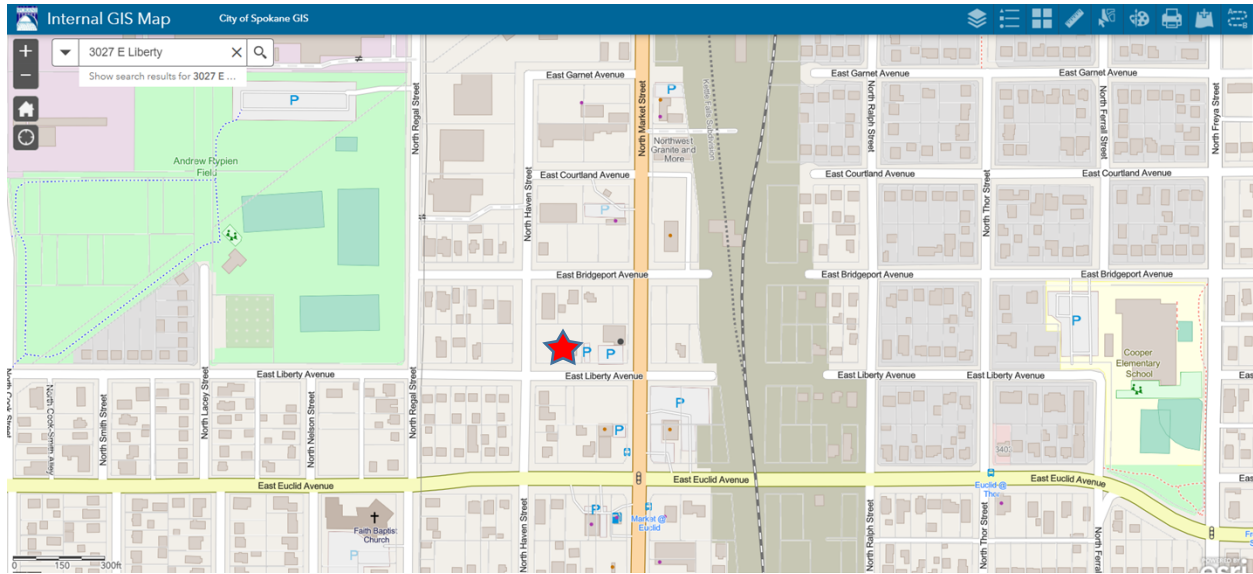
2021 Multi-Family Tax Exemption MFTE Property Tax Calculator	
Project Name: Foothills Apts	
Current Taxable Property Value	\$533,980
Number of units in the project	24
*Average Property Value Exempt per unit	\$128,300
Annual City Property Tax forgone per unit	\$522
Estimated Property Tax saved per project annually	\$36,341
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$290,724
Estimated City Tax forgone per year 2021 City Tax Rate 4.07	\$12,534
Estimated City Tax forgone during the term of exemption 2021 City Tax Rate 4.07	\$100,275
<i>Estimated Taxable Property Value at the end of the exemption</i>	\$17,223,000
Estimated Property Tax post exemption	
Annual estimate based on 2021 Total Tax Rate 11.85	\$203,231
Annual estimate based on 2021 City Tax Rate 4.07	\$70,098
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,185 on their tax bill for every \$100,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2021 Property value assessments.	

2021 Multi-Family Tax Exemption MFTE Property Tax Calculator	
Project Name: Liberty 2 Apts	
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*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2021 Property value assessments.	

Foothills Apartments:



Liberty 2 Apartments:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Foothills Project LLC, as "Owner/Taxpayer" whose business address is 915 W 2nd Ave Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RESURVEY BLKS 3 THRU 18 OF JM MORGANS ADDITION CITY SP87-10 "NORTH FOOTHILLS BUSINESS PARK" AUDITORS #8903070096 BK 6 PG 26 - LTS F, G & H EXC PTN LT H LYG ELY OF FOLL DESC LN; BEG AT NW COR LT F, TH SELY ALG N LN LTS F & H 266.07FT TO TRUE POB, TH S21DEG 22MIN 15SDS E 194.57FT TO NLY R/W OF NORTH FOOTHILLS DR & TERM OF SD LN

Assessor's Parcel Number(s) 35082.4105, commonly known as 519 E NORTH FOOTHILLS DR

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential

housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Foothills Project LLC

By: _____

Mayor, Nadine Woodward

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

01/24/2022

Date Rec'd

1/11/2022

Clerk's File #

OPR 2022-0047

Renews #

Submitting Dept

PLANNING & ECONOMIC

Cross Ref #

Contact Name/Phone

TERI STRIPES 625-6597

Project #

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

0650- MFTE CONDITIONAL AGREEMENT – LIBERTY 2 APARTMENTS

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Liberty Project LLC for the construction of 24 housing units at Parcel Number(s) 35033.1306, commonly known as 3027 E Liberty Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

MEULER, LOUIS

Study Session\Other

UE 1/10/22

Division Director

MACDONALD, STEVEN

Council Sponsor

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

sbishop@spokanecity.org

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Staff has determined that the Liberty 2 Apts Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact		<u>Budget Account</u>
Select	\$	#
Select	\$	#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE (Two) Conditional Agreement – Liberty Park 2 & Foothills
Date:	January 10, 2022
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , 625-6597)
City Council Sponsor:	Council Member Cathcart
Executive Sponsor:	Louis Meuler (lmeuler@spokanecity.org , 625-6096)
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. <p>Comprehensive Plan Land Use Policies:</p> <p>LU 1.4 Higher Density Residential Uses</p> <p>LU 3.5 Mix of Uses in Centers</p> <p>LU 4.2 Land Uses That Support Travel Options and Active Transportation</p> <p>LU 4.6 Transit-Supported Development</p> <p>Comprehensive Plan Housing Policies:</p> <p>H 1.9 Mixed-Income Housing</p> <p>H 1.4 Use of Existing Infrastructure</p> <p>H 1.10 Lower-Income Housing Development Incentives</p> <p>H 1.11 Access to Transportation</p> <p>H 1.18 Distribution of Housing Options</p> <p>Comprehensive Plan Economic Development Policies:</p> <p>ED 2.4 Mixed-Use</p> <p>ED 7.4 Tax Incentives for Land Improvement</p>
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement(s)
Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax	

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Once the projects are constructed, the applicant intends to offer the units at market rate.

This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

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- Property is zoned [GC-70](#) , Centers/Corridors 3- EC, 70 ft height limit; and the proposed use is allowed.
- Estimated Construction Costs: \$7.5M
- Located in the Logan neighborhood.

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- Estimated Construction Costs: \$2.5M
- Located in the Bemis neighborhood.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Tax Exemption Information:

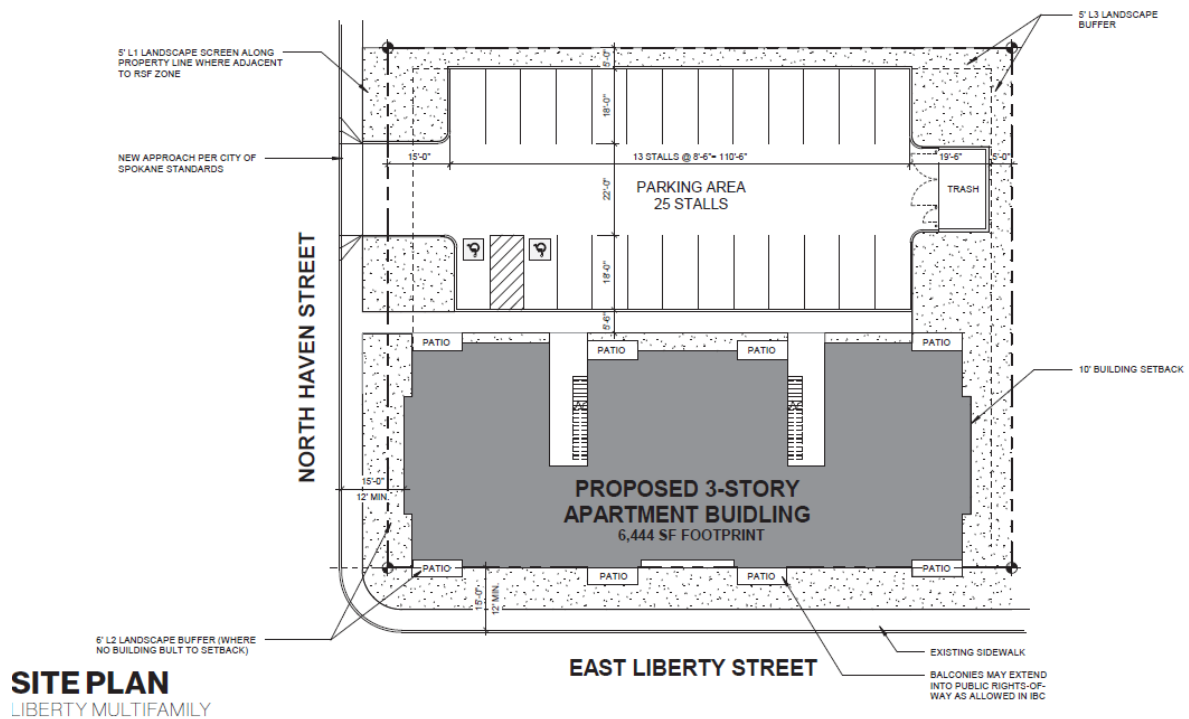
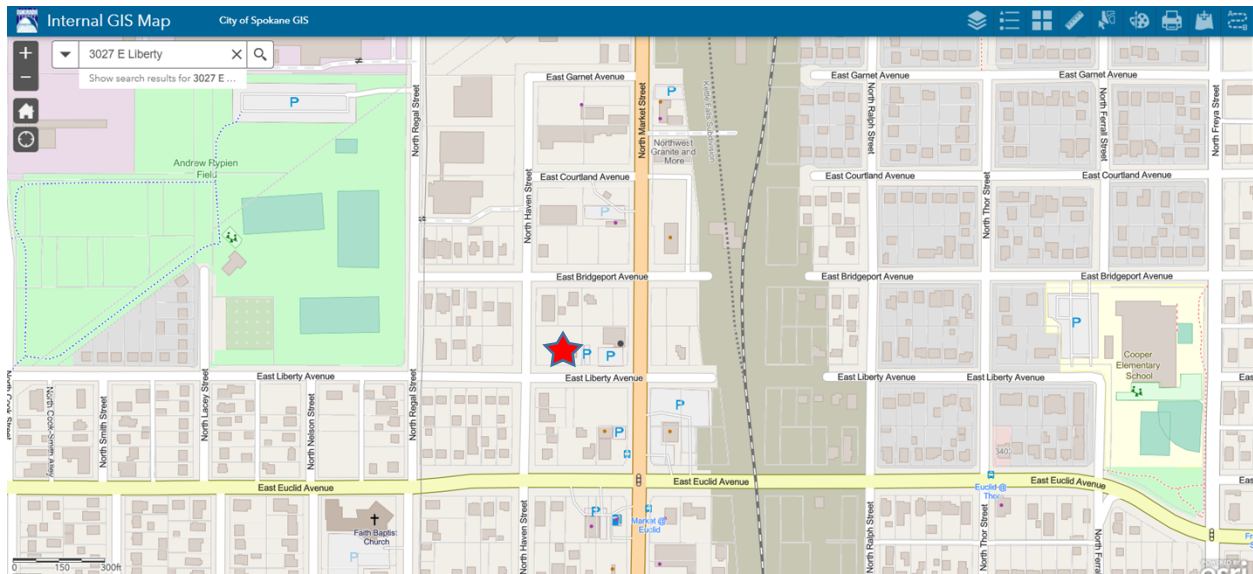
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Foothills Apartments:



Liberty 2 Apartments:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Liberty Project LLC, as "Owner/Taxpayer" whose business address is 915 W 2nd Ave Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

: MINNEHAHA ADD L10-11-12B13

Assessor's Parcel Number(s) 35033.1306, commonly known as 3027 E Liberty Ave

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287

adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Liberty Project LLC

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

01/24/2022

Date Rec'd	1/4/2022
Clerk's File #	OPR 2013-0051
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250-SECOND AMENDMENT CITY AND COUNTY MOA -TREATMENT RATES

Agenda Wording

Amendment No. 2 to City and County Memorandum of Agreement for wastewater treatment charges and payments.

Summary (Background)

The City of Spokane and Spokane County entered into an updated Memorandum of Agreement in 2013 that detailed the charges for treatment of wastewater at the City's Riverside Park Water Reclamation Facility from areas within the County. A first amendment to this agreement was adopted in 2017 and expired at the end of 2020. This Amendment No. 2 extends the terms of the first amendment through 2021 and then updates the terms for the period of 2022 through 2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 74,400.61

Select \$

Select \$

Select \$

Budget Account

0

#

#

#

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	UE 1/10/22
Council Sponsor	CP Beggs

Distribution List

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mhughes@spokanecity.org
Tax & Licenses
eraea@spokanecity.org
publicworksaccounting@spokanecity.org
mfeist@spokanecity.org

Additional Approvals

Purchasing

Briefing Paper

Urban Experience

Division & Department:	Public Works Division & Wastewater Department
Subject:	Amendment No. 2 to the MOA between the City and County regarding wastewater treatment charges & payments.
Date:	12/17/2021
Author (email & phone):	Marlene Feist mfeist@spokanecity.org (509) 625-6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Link Spokane, Interlocal between City and County on wastewater services
Strategic Initiative:	Innovative Infrastructure
Deadline:	January 2022
Outcome: (deliverables, delivery duties, milestones to meet)	Approve 5-year amendment to the MOA between the City of Spokane and Spokane County that details charges for treating County wastewater at the City's RPWRF.
Background/History: The City of Spokane and Spokane County entered into an updated Memorandum of Agreement in 2013 that detailed the charges for treatment of wastewater at the City's Riverside Park Water Reclamation Facility from areas within the County. A first amendment to this agreement was adopted in 2017 and expired at the end of 2020. This Amendment No. 2 extends the terms of the first amendment through 2021 and then updates the terms for the period of 2022 through 2026.	
Executive Summary: The City of Spokane and Spokane County have long partnered to provide the community with wastewater treatment services. This agreement continues our long-standing partnership. This amendment is to the agreement that details the charges that the County will pay for wastewater sent to the Riverside Park Water Reclamation Facility from portions of unincorporated Spokane County. The amendment will continue for five years. Staff from both the City of Spokane and Spokane County recommend the adoption of this amendment by both the County Commission and the City Council.	
Budget Impact: 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: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

City of Spokane Clerk Number: _____
Spokane County Resolution Number: _____

**AMENDMENT NUMBER 2 to the
MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING WASTEWATER TREATMENT CHARGES AND PAYMENTS**

This **AMENDMENT NUMBER 2 to the MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING WASTEWATER TREATMENT CHARGES AND PAYMENTS** is made and entered into between the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, Washington 99205, hereinafter referred to as the "CITY", and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at Environmental Services Department, 1026 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY", jointly hereinafter referred to as the "PARTIES".

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to the provisions of chapter 36.94 RCW, the COUNTY may construct, operate, and maintain a sewerage system as that term is defined in RCW 36.94.010(1); and

WHEREAS, pursuant to the provisions of chapter 35.92 RCW, the CITY may construct, operate, and maintain a sewerage system as defined within the chapter; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each entity may individually perform; and

WHEREAS, the CITY and COUNTY have a "City and County Wastewater Management Agreement, dated December 22, 1980, which includes approximately seven (7) amendments thereto, hereinafter collectively referred to as the "Wastewater Management Agreement" (City OPR Number: 1981-1053; County Resolution Number: 1980-1555); and

WHEREAS, the Wastewater Management Agreement provides that the cost of operation and maintenance of that portion of the CITY system providing service to the COUNTY Wastewater Utility Service Area (WWUSA) shall include all labor, materials, administrative, legal, engineering, and other necessary operational expense of the sewer utility; and

WHEREAS, the CITY and COUNTY executed a Memorandum of Agreement (MOA) on January 29, 2013 (City: OPR 2013-0051; County: 2013-0113) establishing a methodology for the determination of the COUNTY's user charge rate for wastewater treatment at the Riverside Park Water Reclamation Facility (RPWRF), and that MOA stipulated the calculation approach for the user charge rate through 2015; and

WHEREAS, the CITY and COUNTY executed Amendment Number 1 to the MOA on September 6, 2017 (City: OPR 2013-0051; County: 2016-____) establishing an updated methodology for the determination of the COUNTY's user charge rate for wastewater treatment at the RPWRF, and that Amendment stipulated a revised calculation approach for the user charge rate through 2020; and

WHEREAS, the terms of that Amendment Number 1 to the MOA have now expired, and the PARTIES agree that it is reasonable to extend the term of Amendment Number 1 through calendar year 2021; and

WHEREAS, the PARTIES also agree that it will be mutually beneficial to execute a second amendment that will take effect January 1, 2022, adding clarification and refinement to the calculation process for the COUNTY's user charge rate in the future;

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the CITY and COUNTY do hereby agree as follows:

1. **PURPOSE:** The purpose of this Amendment is for the PARTIES to continue and refine a mutually agreeable calculation process for the annual wastewater user charge rate during the term of this Amendment for wastewater treatment billing purposes.
2. **PAYMENTS IN LIEU OF TAXES:** The COUNTY will make the annual Payment In Lieu of Taxes (hereinafter "PILT") to the CITY in January of 2022 for calendar year 2021, consistent with provisions in the Wastewater Management Agreement, Amendment No. 5 (City: OPR 1981-1053; County: 2007-0373).
3. **METER READINGS:** All flow meters are will be read monthly by the COUNTY, typically on the third Wednesday of each month, for the purposes of the CITY's calculation and preparation of monthly billings to the COUNTY for wastewater treatment at the RPWRF.
4. **EXTENSION OF TERM FOR AMENDMENT NUMBER 1:** The PARTIES agree that the term for Amendment Number 1, and its associated calculation approach, will be extended through the flow measurement period ending in December 15, 2021. Accordingly, the CITY will continue to bill the COUNTY using the rate computed in the first quarter of 2021 (\$1,986.65 per million

gallons) for the remaining flow measurement periods in 2021. Reconciliation of the 2020 monthly billings will also be in accordance with Amendment Number 1.

5. **CALCULATION REFINEMENTS:** This Amendment includes an updated calculation process for the COUNTY's user charge rate over the term beginning December 16, 2021 and ending December 16, 2026, as described below:
 - a. In the first quarter of each year, commencing in 2022, the CITY will compute the actual average cost of wastewater treatment at the RPWRF during the previous calendar year, and will determine the cost per million gallons for that year based on the total flow volume treated at the RPWRF. The computational approach to be used is presented in Exhibit A, attached hereto.
 - b. The rate computed in "5.a." above shall then be used as the basis for the following:
 - i. the determination of a reconciling payment by the COUNTY, or credit by the CITY, considering the total amount previously paid for flows sent to the RPWRF during the twelve monthly metering periods ending on the third Wednesday in December of the previous calendar year, and
 - ii. the CITY's calculation of the monthly bills to the COUNTY for those billing periods ending after the annual rate computation and continuing to the next annual rate computation.
 - c. Reconciling payments to be made by the COUNTY pursuant to "5.b.i." above shall be included in the CITY's next monthly billing following the annual rate computation. Similarly, credits due to the COUNTY shall be applied and shown in the CITY's monthly billing(s) following the annual rate computation. The reconciling payment or credit calculated in 2022 for 2021 will also include the applicable adjustment of the PILT for 2021.
6. **ADMINISTRATION:** The CITY hereby designates the City's Wastewater Treatment Facility Director, as its representative for the purposes of administering the provisions of this Amendment. The COUNTY hereby designates the County's Environmental Services Director, as its representative for the purposes of administering the provisions of this Amendment.
7. **TERMINATION:** Either Party may terminate this Amendment upon twelve (12) months written notice to the other Party prior to the termination date provided herein. Any personal or real property acquired or used by either Party in meeting its responsibilities under the terms of this Amendment shall remain under the ownership of the acquiring Party upon termination of this Amendment.
8. **REQUIRED TERMS:** In accordance with the INTERLOCAL COOPERATION ACT, pursuant to RCW 39.34.030 (3) and (4), the PARTIES further agree:

- a. Effective Date and Duration: This Amendment shall commence and be effective upon signature of both PARTIES and shall terminate December 31, 2026, unless mutually extended in writing by both PARTIES. A reconciling payment or credit for 2026 shall be calculated by the CITY in the first quarter of 2027, as stipulated in Item 5.b.i, and subsequently billed or credited to the COUNTY as intended herein.
- b. Precise Organization of any separate entity created: No separate entity is created. Each Party shall continue to administer its own affairs subject to this Amendment as to any specific terms.
- c. Purpose: Purpose of this Amendment is specified in Item 1, above.
- d. Financing: Financing related to the Amendment is the responsibility of each individual Party.
- e. Termination/Disposal of Property: Termination of this Amendment and disposal of property are specified in Item 7 above.

9. FILING: This Amendment shall be filed with the COUNTY Auditor in accordance with RCW 39.34.040.

Dated: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair

ATTEST:

Vice-Chair

Ginna Vasquez, Clerk of the Board

Commissioner

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

ATTEST: _____
City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A – Calculation Methodology for County Treatment Rate

The methodology presented in the summary table below provides the framework for the calculation of the County's equitable rate for treatment of wastewater at the Riverside Park Water Reclamation Facility (RPWRF). Representative costs for 2020 have been used for illustration purposes. Cost elements to be included are summarized in four main categories, as shown. Appropriate adjustments are then made to remove certain costs that are not related to the provision of wastewater treatment services to the County. An indirect rate of 20% of the payroll and benefit costs is then added to account for overhead costs and certain generalized interfund charges. Finally, the applicable Washington State B & O Tax is added to the resulting cost per million gallons to determine the County's rate for treatment.

Following the summary table, further details are provided regarding the four cost categories, the adjustments for certain costs, and the items covered through the indirect rate.

Each year, the City will use the format provided herein to tabulate the actual costs for the previous calendar year in each of the four categories, and appropriate related deductions, and submit the tabulation to the County for review. Following concurrence of the Parties, the costs shall be used to calculate the County's treatment rate. That treatment rate will then be used for 1) the reconciliation and true-up of amounts billed for the previous calendar year and 2) the establishment of a billing rate for remainder of the current year.

Description	2020 Actuals	Less Non-Cash Pension Charge		Less Capital Not Related to Treatment		Subtotal
		Pretreatment				
Direct Payroll and Associated Benefits	12,273,841	(622,953)	-	-	-	11,650,888
Supplies and Minor Equipment	3,201,156	(21,669)	-	-	-	3,179,488
Utilities, Repairs, Professional Services, and Judgements	3,940,010	(22,405)	(480,015)	-	-	3,437,590
Capital	663,390	-	-	(179,263)	-	484,127
Subtotal	20,078,397	(667,026)	(480,015)	(179,263)	-	18,752,093
Less:						
Revenue Adjustment						(3,445)
Biosolids Incineration Feasibility Study Credit						(126,166)
Total						18,622,481
Indirect Rate applied to Payroll						20%
Total Adjusted Expenses						20,952,659
Total Million Gallons Treated						10,787.84
Total Cost per Million Gallons						1,942.25
B&O Tax						1.75%
Total Cost Per MG						1,976.24
Millions of Gallons of County Flow						738.96
Calculated Cost of Spokane County						\$ 1,460,366.81
Actual Amount Paid During 2020 by Spokane County						(1,390,461.46)
Sub-Total Amount Due to City of Spokane						\$ 69,905.35
PILT adj @ 5% for 2020 ¹						3,495.27
Reconciled Amount Due to City of Spokane						\$ 73,400.61

¹ Note the last year PILT will be applied is in January 2022 per contract

Direct Payroll and Associated Benefits

Direct payroll, including overtime and associated benefits, is for labor costs that are tracked and directly attributable to wastewater treatment, operations, and maintenance activities at the RPWRF. Any time spent on the City's industrial pre-treatment program will either be excluded or subtracted in the adjustment section. Work by the City's billing personnel related to the billing of the City's utility customers will also be excluded. Positions normally included are as follows:

00030	CLERK III	06450	WWTP OPERATOR III
00390	PROGRAM PROFESSIONAL	06460	WW TREAT PLANT OP SUPVR
00500	SAFETY COORDINATOR	06470	SENIOR INSTRUMENT TECHNICIAN
01610	BUSINESS SYSTEMS ANALYST II	06480	INSTRUMENT REPAIR TECHNICIAN
01620	SENIOR BUSINESS STM ANALYST	06490	WWTP MAINTENANCE MECHANIC
01640	INFO SYSTEMS ANALYST I	06500	SENIOR WWTP MAINTENANCE MECHN
01710	INVENTORY CONTROL SPECIALIST	06510	WW TREAT PLANT MAINT SUPVR
02340	PRINCIPAL ENGINEER	06520	WW INSTRUMENTN/DATA SUPERVISOR
02710	ELECTRONICS TECHNICAL AIDE	06540	LABORATORY TECHNICIAN
04140	CUSTODIAN I	06550	CHEMIST
05020	LABORER II	06560	LABORATORY SUPERVISOR
05370	FACILITY LOGISTICS SPECIALIST	06570	ENVIRONMENTAL ANALYST
06020	INDUSTRIAL ELECTRICIAN	06590	WWTP ASSISTANT PLANT MANAGER
06040	STATIONARY ENGINEER	06600	WWTP PLANT MANAGER
06050	ELECTRICIAN	07160	DIRECTOR - WASTEWATER
06130	STATIONARY ENGINEER SUPERVISOR	08300	CITY ENGINEER/CONTRACT MGR
06220	HEAVY EQUIPMENT OPERATOR	08490	TEMPORARY SEASONAL
06410	WWTP OPERATOR I	08500	PROJECT EMPLOYEE
06420	WWTP OPERATOR II		

The related associated salary and benefit lines include the following:

51210	OVERTIME	51640	DEFERRED COMPENSATION-MATCHING
51220	OUT OF GRADE	51671	DAY TRAVEL PER DIEM
51225	STANDBY PAY	52110	SOCIAL SECURITY
51230	SHIFT DIFFERENTIAL PREMIUM	52210	RETIREMENT
51250	TERMINATED SICK LEAVE PAY	52310	MEDICAL INSURANCE
51260	TERMINATED VACATION LEAVE PAY	52320	DENTAL INSURANCE
51275	ANNUAL LEAVE PAYOUT	52330	LIFE INSURANCE
51290	LONGEVITY PAY	52340	DISABILITY INSURANCE
51400	SPECIALTY PAY	52400	INDUSTRIAL INSURANCE
51610	CLOTHING ALLOWANCE	52600	WA PAID FAMILY & MEDICAL LEAVE

Supplies and Minor Equipment

Supplies and minor equipment include any operating supplies, chemical supplies, repair supplies, and any minor equipment directly related to wastewater treatment operations and maintenance activities at the RPWRF. Account codes used include the following:

53101	OFFICE SUPPLIES	53211	VEHICLE REPAIR & MAINT SUPPLY
53102	PUBLICATIONS	53302	LUBRICANTS
53103	POSTAGE	53303	MOTOR FUEL-OUTSIDE VENDOR
53104	SOFTWARE (NONCAPITALIZED)	53501	SMALL TOOLS
53105	NON-TRAVEL MEALS/LGHT RFRSHMT	53502	MINOR EQUIPMENT
53201	OPERATING SUPPLIES	53503	MINOR SAFETY EQUIPMENT
53203	CHEMICAL/LAB SUPPLIES	53505	OFFICE FURNITURE (NON CAPITAL)
53204	SAFETY SUPPLIES	53521	COMPUTERS
53210	REPAIR & MAINTENANCE SUPPLIES	53528	PROTECTIVE GEAR/CLOTHING

Utilities, Repairs, Professional Services, Judgements

This category includes the direct cost of utilities, insurance, repairs, professional services, permits, legal, and any judgements that are directly attributable to the cost of treatment, operations, or maintenance of the RPWRF. Account codes used include the following:

54101	PROFESSIONAL SERVICES	54801	REPAIRS/MAINTENANCE
54103	MEDICAL SERVICES	54802	BUILDING REPAIRS/MAINTENANCE
54105	LEGAL SERVICES	54803	EQUIPMENT REPAIRS/MAINTENANCE
54120	STATE AUDIT CHARGES	54820	SOFTWARE MAINTENANCE
54201	CONTRACTUAL SERVICES	54841	IF FLEET REPAIRS/MAINTENANCE
54209	IT/DATA SERVICES	54842	IF FACILITY MAINTENANCE
54301	TELEPHONE	54844	IF FLEET COMMUNICATIONS
54302	CELL PHONE	54848	IF FUEL
54401	AIRFARE	54850	OTHER REPAIRS/MAINTENANCE
54402	LOCAL MILEAGE	54854	IF PAVING REPAIRS/MAINTENANCE
54406	PARKING/TOLLS (LOCAL)	54899	MISC REPAIRS/MAINTENANCE
54407	LODGING	54901	MISC SERVICES/CHARGES
54408	PER DIEM	54902	REGISTRATION/SCHOOLING
54409	OTHER TRANSPORTATION EXPENSES	54905	JUDGEMENTS/DAMAGES
54501	OPERATING RENTALS/LEASES	54906	LAUNDRY/JANITORIAL SERVICES
54603	INSURANCE PREMIUMS ***	54908	PERMITS/OTHER FEES
54701	PUBLIC UTILITY SERVICE	54909	PRINTING/BINDING/REPRO
54702	UTILITY LIGHT/POWER SERVICE	54910	PENSIONS
54703	UTIL GARBAGE/WASTE REMOVAL	54923	OPEB EXPENSE
54704	HAZARDOUS WASTE DISPOSAL	54950	TESTING SERVICES
54705	HEATING SUPPLIES	54999	OTHER MISC CHARGES
54706	UTILITY NATURAL GAS		

*** Allowable insurance costs is the cost of coverage secured separately and specifically for the RPWRF

Capital Costs

Capital costs included in this calculation will include those minor capital costs that are directly related to supporting wastewater treatment at the RPWRF. All capital costs not related to wastewater treatment at RPWRF will be subtracted from the total expenditures. The City will provide a schedule that specifies the capital costs included. The account codes for capital are as follows:

56301	OTHER IMPROVEMENTS	56409	COMPUTER/MICRO EQUIPMENT
56401	MACHINERY/EQUIPMENT	56412	TV'S/AUDIO VISUAL EQUIPMENT
56404	VEHICLES	56501	CONSTRUCTION OF FIXED ASSETS
56405	HEAVY DUTY WORK EQUIPMENT	56592	INTERFUND COSTS TO CAPITAL
56407	LAB EQUIPMENT	56602	LEASE/PURCHASE AGREEMENTS

Deductions

Some costs such as the City's industrial pre-treatment program, certain capital expenses, biosolids feasibility studies, and non-cash pension charges not related to the provision of treatment service to the County may have been included in the initial accounting for the cost categories, and will then need to be deducted prior to the addition of the indirect rate and calculation of the County's treatment rate. Deductions may also be needed for miscellaneous revenue that offsets some of the costs included.

Indirect Rate

The indirect rate of 20% of payroll and benefit costs is an agreed allowance for various interfund and overhead costs that are typically distributed to various City departments to recover the City's administrative costs. *(Note: These costs do not reflect labor and expenditures that are "tracked" for specific activities or projects. Rather, they are generally distributed in accordance with a formula, one or more metrics, or an established percentage.)*

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

01/24/2022

Date Rec'd

1/13/2021

Clerk's File #

CPR 2022-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Project #**Contact E-Mail**

LDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/7/2022.
Total:\$3,249,377.90 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$2,958,157.90

Summary (Background)

Pages 1-24 Check numbers: 583527- 583617 ACH payment numbers: 98203- 98441 On file for review in City
Clerks Office: 24 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 2,958,157.90

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: 01

APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	140,362.16
1100	STREET FUND	255,959.53
1200	CODE ENFORCEMENT FUND	3,823.26
1380	TRAFFIC CALMING MEASURES	292.00
1400	PARKS AND RECREATION FUND	861.33
1460	PARKING METER REVENUE FUND	8,674.24
1590	HOTEL/MOTEL TAX FUND	357,413.23
1625	PUBLIC SAFETY PERSONNEL FUND	11,550.90
1630	COMBINED COMMUNICATIONS CENTER	1,000.00
1640	COMMUNICATIONS BLDG M&O FUND	14,799.16
1950	PARK CUMULATIVE RESERVE FUND	3,499.99
1970	FIRE/EMS FUND	70,720.46
1985	VOYA DEFINED CONTR ADMIN FUND	6,875.00
3200	ARTERIAL STREET FUND	35,116.28
3346	UTGO 2015 PARKS	1,056.30
4100	WATER DIVISION	159,747.88
4250	INTEGRATED CAPITAL MANAGEMENT	1,364.65
4300	SEWER FUND	46,194.82
4480	SOLID WASTE FUND	188,445.99
4700	DEVELOPMENT SVCS CENTER	2,269.85
5100	FLEET SERVICES FUND	355,464.75
5200	PUBLIC WORKS AND UTILITIES	4,320.97
5300	IT FUND	111,382.72
5310	IT CAPITAL REPLACEMENT FUND	2,845.86
5400	REPROGRAPHICS FUND	3,899.22
5600	ACCOUNTING SERVICES	511.35
5700	MY SPOKANE	36.12
5800	RISK MANAGEMENT FUND	3,584.41
5810	WORKERS' COMPENSATION FUND	4,370.00
5830	EMPLOYEES BENEFITS FUND	743,407.46
5900	ASSET MANAGEMENT FUND OPS	76,736.17
6060	EMPLOYEES' RETIREMENT FUND	386.38
6070	FIREFIGHTERS' PENSION FUND	83,807.62
6080	POLICE PENSION FUND	51,779.71
6730	PARKING & BUSINESS IMPROV DIST	80,483.59
TOTAL:		2,833,043.36

REPORT: PG3640
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CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	232.44		
00583527	CENTURYLINK	271.73		
00583528	JOSEPH CONLEY	340.00		
00583529	BRYAN G HAYNES	102.00		
00583530	JIT TRUCK PARTS LLC	985.76		
00583531	JOHN S CAPUTO CONSULTING PHD	1,500.00		
00583532	O'REILLY AUTOMOTIVE STORES I	255.00		
00583533	OWEN EQUIPMENT CO	1,582.39		
00583534	SCOTT P POTTER	348.80		
00583535	PUBLIC SAFETY TESTING INC	510.00		
00583536	WALTER E NELSON CO	615.71		
00583537	NATIONSERVE	2,356.58		
00583538	HEATHER STOKES			326.70
00583539	WHITWORTH UNIVERSITY AQUATIC			525.00
00583540	ADAMS TRACTOR CO INC	2,001.22		
00583541	PORAC LEGAL DEFENSE FUND	135.00		
00583542	EDWARD L BAKER	2,975.00		
00583543	CENTURYLINK	353.19		
00583544	ARCTIC LIGHTING & ELECTRIC L	15.00		
00583545	NW SANDBLAST & PAINT LLC	419.27		
00583546	O'REILLY AUTOMOTIVE STORES I	121.36		
00583547	OWEN EQUIPMENT CO	2,675.38		
00583548	TONYA M REISS	129.21		
00583549	SIX ROBBLEES INC	385.02		
00583550	CRAIG MEIDL OR JUSTIN LUNDGR	300.00		
00583551	TRUCKPRO HOLDING CORPORATION	41.38		
00583552	WHITE BLOCK COMPANY INC	1,062.30		
00583574	MICHAEL J BRUNNER	2,647.65		
00583575	EASTERN WASHINGTON ATTORNEY	65.00		
00583576	MARY ELLEN ERTEL	180.00		
00583577	GONZAGA UNIVERSITY	3,500.00		
00583578	DEVIN HUDKINS	200.00		
00583579	GROUP W MARKETING INC	500.00		
00583580	ORKIN	156.96		
00583581	SPOKANE COUNTY DISTRICT COUR	55.00		
00583582	AT&T			58.86
00583583	CENTURYLINK			217.28
00583584	JOHN GOULD			176.99
00583585	RONALD BARKER			50.00
00583586	NICHOLAS VALOV			20.00
00583587	HARMONY WARREN			21.83
00583588	EMILY WILLIAMS			50.00
00583589	AMBER AVERYT			99.00
00583590	SPOKANE CITY TREASURER			7,621.54
00583591	TORRE REFUSE & RECYCLING			25.00
00583592	WALTER E NELSON CO			341.39
00583593	HABITAT FOR HUMANITY SPOKANE	101,120.00		
00583594	ADVANCE AUTO PARTS	1,206.59		
00583595	WATERCO OF THE PACIFIC NORTH	210.81		
00583596	DIRECT AUTOMOTIVE DISTRIBUTI	1,176.36		
00583597	HI-LINE ELECTRIC CO	1,267.36		
00583598	JUNE DOCHERTY	2.90		
00583599	ANGELIA PETERSON	447.38		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583600	VISION BUILT CONSTRUCTION	978.50		
00583601	SCOTT SORENSEN	745.00		
00583602	TERESA BELL	139.00		
00583603	RAYMOND LANCE	63.00		
00583604	KATHLEEN CHOJNOWSKI	90.00		
00583605	DUNTIKA WASHINGTON	83.91		
00583606	O'REILLY AUTOMOTIVE STORES I	162.41		
00583607	PITNEY BOWES	4,039.29		
00583608	R.V. KUHNS & ASSOCIATES, INC	6,875.00		
00583609	SALT DISTRIBUTORS INC	9,095.74		
00583610	SIX ROBBLEES INC	2,179.64		
00583611	SPOKANE CITY TREASURER	142.59		
00583612	SPOKANE PUMP INC	1,868.83		
00583613	TORRE REFUSE & RECYCLING	81.20		
00583614	TRUCKPRO HOLDING CORPORATION	141.57		
00583615	T-MOBILE	97.01		
00583616	UNIVAR SOLUTIONS USA INC	4,040.29		
00583617	PRORATE AND FUEL TAX	13,769.74		
80098203	ACCESSDATA GROUP INC	3,821.04		
80098204	ACTION MATERIALS	4,033.79		
80098205	AEG PRESENTS LLC			11,668.52
80098206	ALLIED ENVELOPE	101.20		
80098207	VYANET OPERATIONS GROUP dba	165.70		
80098208	ARAMARK UNIFORM SERVICES	636.68		
80098209	ASSURANCE FITNESS REPAIR	152.60		
80098210	AVISTA CORPORATION	33,068.62		
80098211	AVISTA UTILITIES	192.44		
80098212	BIG BELLY SOLAR LLC	1,162.98		992.15
80098213	DOWNTOWN SPOKANE PARTNERSHIP	68,688.41		
80098214	CINTAS CORPORATION NO 3	1,886.77		
80098215	COEUR D'ALENE SERVICE STATIO	3,358.48		
80098216	COMPUNET INC	1,500.00		
80098217	CONTRACT DESIGN ASSOCIATES I	2,013.54		
80098218	CONTROL SOLUTIONS NW INC	3,902.39		
80098219	COPIERS NORTHWEST INC	1,432.11		
80098220	DELTA DENTAL OF WASHINGTON	15,934.11		
80098221	DEXON COMPUTER INC	1,049.00		
80098222	EAST SPOKANE BUSINESS	11,795.18		
80098223	ECO COUNTER INC	4,120.20		
80098224	ELJAY OIL CO INC	639.95		
80098225	EMPIRE GLASS	633.84		
80098226	EXAMINETICS INC	3,170.00		
80098227	FASTENAL CO	1,314.61		
80098228	FRANK GURNEY INC	11,652.09		
80098229	WINGFOOT COMMERCIAL TIRE	8,095.63		
80098230	GRAINGER INC	263.65		
80098231	HURLIMAN HEATING AND AIR	119.90		
80098232	INDUSTRIAL COMMERCIAL SERVIC	1,536.90		
80098233	INLAND PACIFIC HOSE & FITTIN	93.76		
80098234	KENWORTH SALES COMPANY	1,951.20		
80098235	KEPRO ACQUISTIONS, INC	4,500.00		
80098236	MCGUIRE BEARING CO	898.86		
80098237	MOTION AUTO SUPPLY	505.96		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80098238	MURL'S DRIVELINE SERVICE	319.00		

80098239	NAPA AUTO PARTS	1,917.49	
80098240	PACWEST MACHINERY LLC	2,121.11	
80098241	POWERCOM.INC	3,011.35	
80098242	PREMERA BLUE CROSS	67,869.69	
80098243	PRO MECHANICAL SERVICES INC	935.64	
80098244	SME SOLUTIONS	329.32	
80098245	SOLID WASTE SYSTEMS INC	21,389.25	
80098246	SPOKANE HOUSE OF HOSE INC	646.83	
80098247	SPRAY CENTER ELECTRONICS INC	5,107.97	
80098248	BRAD L WHITE	7,499.30	
80098249	TACOMA SCREW PRODUCTS INC	266.43	
80098250	TITAN TRUCK EQUIPMENT	3,812.86	
80098251	US BANK OR CITY TREASURER	3,584.41	
80098252	VALMONT INDUSTRIES INC	8,829.00	
80098253	VERIZON WIRELESS	344.03	
80098254	VICTOR J GIAMPIETRI II	1,200.00	
80098255	WENDLE FORD NISSAN ISUZU	476.61	
80098256	WESTERN STATES EQUIPMENT CO	5,785.15	
80098257	RYANN LOUIE	225.00	
80098258	MICHAEL PROBST	136.01	
80098259	ACTION MATERIALS	297.64	
80098260	BATTERY SYSTEMS INC	1,584.77	
80098261	LITHIA MOTORS PAYMENT	365.38	
80098262	COBALT TRUCK EQUIPMENT	34.76	
80098263	COPIERS NORTHWEST INC	610.05	
80098264	CORWIN OF SPOKANE LLC	101.04	
80098265	CUMMINS NORTHWEST LLC	378.62	
80098266	GWP HOLDINGS LLC	6,406.24	
80098267	FASTENAL CO	174.94	
80098268	GALLS LLC	1,928.56	
80098269	BRIDGESTONE AMERICAS INC	97.28	
80098270	WINGFOOT COMMERCIAL TIRE	8,786.14	
80098271	GORDON TRUCK CENTERS INC DBA	336.60	
80098272	GRAINGER INC	443.03	
80098273	HRA VEBA TRUST	500.00	
80098274	KENWORTH SALES COMPANY	1,124.47	
80098275	MCGUIRE BEARING CO	694.98	
80098276	MOTION AUTO SUPPLY	1,008.74	
80098277	NAPA AUTO PARTS	236.61	
80098278	OXARC INC	3,532.47	
80098279	POINTE PEST CONTROL	245.25	
80098280	REHN & ASSOCIATES	1,500.00	
80098281	SITECRAFTING INC	55.00	
80098282	SOLID WASTE SYSTEMS INC	146.05	
80098283	SPOKANE COUNTY TREASURER	11,953.45	
80098284	SPOKANE FIRE FIGHTERS BENEFI	16,500.00	
80098285	SPOKANE HOUSE OF HOSE INC	204.88	
80098286	TIFCO INDUSTRIES	294.29	
80098287	TITAN TRUCK EQUIPMENT	246.06	
80098288	TRANSPORT EQUIPMENT INC	171.20	
80098289	VERIZON WIRELESS	32,639.11	
80098290	VIC B LINDEN AND SONS		994.82

REPORT: PG3640 CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80098291	WA STATE DEPT/TRANSPORTATION	595.88		
80098292	WENDLE FORD NISSAN ISUZU	42.37		
80098293	PHILLIP TENCICK	325.00		
80098294	ACTION MATERIALS	3,956.01		
80098295	ALLIED ENVELOPE	97.96		93.91

80098296	AMERICAN SOCIETY OF LANDSCAP		687.00
80098297	ATS INLAND NW LLC	4,054.80	
80098298	AVISTA UTILITIES	88,364.01	60,169.12
80098299	BANNER FURNACE & FUEL	158.05	
80098300	C & C YARD CARE	272.50	
80098301	CINTAS CORPORATION NO 3	454.37	
80098302	CITY SERVICE VALCON LLC	1,681.50	
80098303	COCHRAN INC	54,238.85	
80098304	COLUMBIA ELECTRIC SUPPLY/DIV	2,135.00	
80098305	COMCAST		734.09
80098306	STEVE CONNER		2,423.88
80098307	COPIERS NORTHWEST INC	122.83	
80098308	CREEK AT QUALCHAN GOLF COURS		277.95
80098309	DELL MARKETING LP	21,573.05	
80098310	DENNIS CLEAVENGER	5,411.31	
80098311	DEVRIES INFORMATION MANAGEME	7.98	
80098312	DEXON COMPUTER INC	598.00	
80098313	EDGE CONSTRUCTION SUPPLY		26.16
80098314	ELJAY OIL CO INC	1,019.79	
80098315	ERNEST F MARIANI COMPANY		1,688.11
80098316	FASTENAL CO	4,322.99	
80098317	GORLEY LOGISTICS LLC	212.14	
80098318	FISHER CONSTRUCTION GROUP IN	9,978.95	
80098319	GALLS LLC	987.94	275.92
80098320	GARCO CONSTRUCTION INC		158,025.77
80098321	BRIDGESTONE AMERICAS INC	1,664.58	
80098322	GENERAL FIRE EXTINGUISHER	1,769.08	
80098323	GORDON TRUCK CENTERS INC DBA	2,398.17	
80098324	AMY GUREL		94.50
80098325	HASKINS STEEL CO INC	5,358.35	
80098326	INLAND ELEVATOR LLC	350.97	
80098327	INLAND ENVIRONMENTAL RESOURC	6,761.71	
80098328	INLAND POWER & LIGHT CO	549.77	
80098329	INSIGHT DISTRIBUTING INC	2,746.34	
80098330	INSTANT SIGN FACTORY		163.50
80098331	HOME DEPOT USA INC	476.77	
80098332	JENNIFER ALBERTS		54.50
80098333	JRM ENTERPRISES INC	5,329.00	
80098334	GRK ENTERPRISES INC	15,345.00	
80098335	KEN DAVIS LAWN & TREE CARE I	5,995.00	
80098336	LINN MACHINE & MFG	972.83	
80098337	MULTICARE HEALTH SYSTEMS	2,845.25	
80098338	NORCO INC	51.23	
80098339	RTB ENTERPIRESES INC dba	70.21	
80098340	OXARC INC	2,197.58	
80098341	PREMERA BLUE CROSS OR	698,003.44	
80098342	RAY TURF FARMS INC	96.92	
80098343	RLO GOLF CARS INC		517.75

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80098344	BRANDSAFWAY SERVICES INC	327.00		
80098345	SHI CORP	96,250.00		
80098346	SITEONE LANDSCAPE SUPPLY LLC	252.17		
80098347	SNO VALLEY PROCESS SOLUTIONS	3,000.00		
80098348	SPOKANE COUNTY TREASURER	154,076.79		
80098349	SPRAY CENTER ELECTRONICS INC			61.03
80098350	STANLEY CONVERGENT SECURITY	6,592.27		
80098351	TPC HOLDING INC			713.95
80098352	YOY INC	39,688.61		

80098353	VERIZON WIRELESS	1,537.70	4,172.08
80098354	VOLUNTEERS OF AMERICA OF	11,494.56	
80098355	WCP SOLUTIONS	328.75	
80098356	WSF LLC	218.74	
80098357	WILLIAM BALDWIN	394.85	
80098358	RYAN W GRIFFITH		92.23
80098359	ANDREW DEWART	1,176.00	
80098360	ALSCO DIVISION OF ALSCO INC		27.29
80098361	AMERIGAS PROPANE LP	406.61	
80098362	AVISTA UTILITIES	77,582.19	
80098363	THE FA BARTLETT TREE EXPERT		2,041.88
80098364	BATTERY SYSTEMS INC	107.18	
80098365	BECKER BUICK-GMC INC	66.38	
80098366	LITHIA MOTORS PAYMENT	143.68	
80098367	CAMTEK INC	14,172.22	
80098368	CDW GOVERNMENT INC	1,917.56	
80098369	CHEM-AQUA INC		1,517.39
80098370	CINTAS CORPORATION NO 3	1,981.80	
80098371	CITY SERVICE VALCON LLC	123,603.18	
80098372	COCHRAN INC	1,090.00	
80098373	COFFMAN ENGINEERS INC		6,450.00
80098374	COMPUNET INC	1,056.30	
80098375	COPIERS NORTHWEST INC	236.53	
80098376	CUMMINS NORTHWEST LLC	3,978.50	
80098377	DELL MARKETING LP	2,490.82	
80098378	DELTA DENTAL OF WASHINGTON	31,301.78	
80098379	DEVRIES INFORMATION MANAGEME	14.36	
80098380	GWP HOLDINGS LLC	4,564.69	
80098381	EVERGREEN STATE TOWING LLC	1,172.02	
80098382	FASTENAL CO	600.65	
80098383	ENCORE VENTURES LLC	980.10	
80098384	FLEETCOR TECHNOLOGIES INC	22,649.56	
80098385	GALLS LLC	2,782.79	
80098386	BRIDGESTONE AMERICAS INC	10,788.74	
80098387	GMCO CORP	192,853.49	
80098388	WINGFOOT COMMERCIAL TIRE	5,083.37	
80098389	GORDON TRUCK CENTERS INC DBA	7,478.18	
80098390	GRAINGER INC	434.58	
80098391	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80098392	INDUSTRIAL BOLT & SUPPLY INC	946.87	
80098393	INLAND PACIFIC HOSE & FITTIN	435.40	
80098394	INTERSTATE CONCRETE & ASPHAL	6,417.38	
80098395	KAISER FOUNDATION HEALTH PLA	61,287.81	
80098396	KENWORTH SALES COMPANY	1,287.35	

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80098397	LANGUAGE SERVICES ASSOC INC	36.12		
80098398	MARK ANDY INC	3,075.44		
80098399	MOTION AUTO SUPPLY	1,276.88		
80098400	MUNICIPAL EMERGENCY SERVICES	2,666.06		
80098401	NAPA AUTO PARTS	1,056.93		
80098402	NATIONAL COLOR GRAPHICS INC	4,206.31		
80098403	NORCO INC	1,122.17		
80098404	NORLIFT INC	2,969.96		
80098405	NORTH DIVISION MUFFLER CLINI	2,646.52		
80098406	NOVUS AUTO GLASS	223.38		
80098407	PACWEST MACHINERY LLC	153.70		
80098408	PAPE MACHINERY INC	12,264.33		
80098409	PARAMETRIX INC	21,492.50		

80098410	PETE LIEN & SONS INC	8,174.55	
80098411	PLUMB LOCO INC	395.13	
80098412	POWERCOM.INC	825.13	
80098413	PYRO SPECTACULARS NORTH INC		15,000.00
80098414	ROCHELLE CONSTRUCTION	34,498.50	
80098415	BRETT SCHNEIDER	380.00	
80098416	SITEONE LANDSCAPE SUPPLY LLC	277.32	
80098417	SNO VALLEY PROCESS SOLUTIONS	5,439.10	
80098418	SOLID WASTE SYSTEMS INC	6,695.48	
80098419	SPOKANE HOUSE OF HOSE INC	1,021.19	
80098420	SPOKANE PUBLIC FACILITIES	357,413.23	
80098421	SPOKANE TRANSIT AUTHORITY	400.00	
80098422	ST JOHN HARDWARE & IMPLEMENT	627.33	
80098423	STANLEY CONVERGENT SECURITY	869.40	
80098424	BRAD L WHITE	1,339.12	
80098425	TACOMA SCREW PRODUCTS INC	88.21	
80098426	THOMSON WEST	1,816.83	
80098427	TIFCO INDUSTRIES	235.87	
80098428	TITAN TRUCK EQUIPMENT	129.59	
80098429	TOBY'S BODY & FENDER INC	5,742.54	
80098430	TRANSPORT EQUIPMENT INC	3,990.22	
80098431	TWO RIVERS TERMINAL LLC	5,184.93	
80098432	VERIZON WIRELESS	3,002.05	
80098433	WA STATE DEPT/TRANSPORTATION	78.70	
80098434	WENDLE FORD NISSAN ISUZU	681.26	
80098435	WEST CENTRAL COMMUNITY		6,056.25
80098436	WESTCOTT CONSULTING GROUP LL	3,500.00	
80098437	WESTERN STATES EQUIPMENT CO	487.27	
80098438	YFA CONNECTIONS	12,499.98	
80098439	ED HAIGHT SERVICE	197.51	
80098440	FRANK J SANDALL	219.00	
80098441	AMANDA WINCHELL	77.05	
		-----	-----
		2,958,157.90	291,220.00
			=====
	CITYWIDE TOTAL:		3,249,377.90

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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

JOHN S CAPUTO CONSULTING PHD	CONTRACTUAL SERVICES	
c/o DEPT OF COMM & LEADERSHIP	CHECK NO. - 00583531	1,500.00

TOTAL FOR 0020 - NONDEPARTMENTAL	1,500.00
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0030 - POLICE OMBUDSMAN

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098432	156.99

TOTAL FOR 0030 - POLICE OMBUDSMAN	156.99
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0100 - GENERAL FUND

SCOTT SORENSEN	PERMIT REFUNDS PAYABLE	
4926 S LONG LN	CHECK NO. - 00583601	745.00

TOTAL FOR 0100 - GENERAL FUND	745.00
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0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098219	226.73

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098353	104.66

TOTAL FOR 0230 - CIVIL SERVICE	331.39
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0300 - HUMAN SERVICES

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80098377	96.78

TOTAL FOR 0300 - HUMAN SERVICES	96.78
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0320 - COUNCIL

RYANN LOUIE	OTHER MISC CHARGES	
	ACH PMT NO. - 80098257	225.00

TOTAL FOR 0320 - COUNCIL	225.00
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0370 - ENGINEERING SERVICES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098298	415.87

CAMTEK INC	OTHER IMPROVEMENTS ACH PMT NO. - 80098367	9,199.10
COCHRAN INC	OTHER IMPROVEMENTS ACH PMT NO. - 80098303	54,238.85
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098375	488.19
T-MOBILE	CELL PHONE CHECK NO. - 00583615	13.52
T-MOBILE	IT/DATA SERVICES CHECK NO. - 00583615	83.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098432	1,567.61
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80098432	795.19
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80098436	2,625.00
TOTAL FOR 0370 - ENGINEERING SERVICES		69,426.82

0500 - LEGAL

C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80098300	136.25
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80098311	7.98
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES CHECK NO. - 00583575	65.00
GENERAL FIRE EXTINGUISHER SERVICE INC	MISC SERVICES/CHARGES ACH PMT NO. - 80098322	36.35
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80098333	5,329.00
MARY ELLEN ERTEL	INTERPRETER COSTS CHECK NO. - 00583576	180.00
TOTAL FOR 0500 - LEGAL		5,754.58

0550 - NEIGHBORHOOD SERVICES

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80098309	2,136.17
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,136.17
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0560 - MUNICIPAL COURT

THOMSON WEST	PUBLICATIONS
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WEST PUBLISHING PAYMENT CTR ACH PMT NO. - 80098426 1,816.83

TOTAL FOR 0560 - MUNICIPAL COURT -----
1,816.83

0680 - POLICE

COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098263	5.17
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00583550	300.00
EDWARD L BAKER DBA VIDEO CONSULTANTS NW LLC	PROFESSIONAL SERVICES CHECK NO. - 00583542	2,975.00
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80098268	845.98
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80098272	145.00
MICHAEL J BRUNNER	DENTAL INSURANCE CHECK NO. - 00583574	138.30
MICHAEL J BRUNNER	MEDICAL INSURANCE CHECK NO. - 00583574	2,509.35
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00583541	135.00
POWERCOM.INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098241	3,011.35
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00583535	510.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80098280	1,500.00
SPOKANE COUNTY DISTRICT COURT ATTN: SHERRI HANSEN, CLERK OF	MISC SERVICES/CHARGES CHECK NO. - 00583581	55.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80098283	11,953.45
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098289	11,110.47
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80098289	21,507.69

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80098355	328.75
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TOTAL FOR 0680 - POLICE -----
57,030.51

0690 - COMMUNITY JUSTICE SERVICES

DEXON COMPUTER INC	OPERATING SUPPLIES ACH PMT NO. - 80098312	598.00
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WA STATE DEPT OF REVENUE

OPERATING SUPPLIES

-

53.82

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

651.82

0700 - PUBLIC DEFENDER

C & C YARD CARE

LANDSCAPE/GROUNDS MAINT

ACH PMT NO. - 80098300

136.25

DELL MARKETING LP

OFFICE SUPPLIES

%DELL USA LP

ACH PMT NO. - 80098309

317.67

GENERAL FIRE EXTINGUISHER

MISC SERVICES/CHARGES

SERVICE INC

ACH PMT NO. - 80098322

36.35

TOTAL FOR 0700 - PUBLIC DEFENDER

490.27

1100 - STREET FUND

ASSURANCE FITNESS REPAIR

EQUIPMENT REPAIRS/MAINTENANCE

ACH PMT NO. - 80098209

50.87

FRANK GURNEY INC

REPAIRS/MAINTENANCE

ACH PMT NO. - 80098228

11,652.09

GENERAL FIRE EXTINGUISHER

EQUIPMENT REPAIRS/MAINTENANCE

SERVICE INC

ACH PMT NO. - 80098322

1,053.60

GMCO CORP

REPAIR & MAINTENANCE SUPPLIES

DBA ROADWISE

ACH PMT NO. - 80098387

192,853.49

INTERSTATE CONCRETE & ASPHALT

REPAIR & MAINTENANCE SUPPLIES

ACH PMT NO. - 80098394

6,417.38

NORCO INC

OPERATING SUPPLIES

ACH PMT NO. - 80098403

337.86

ROCHELLE CONSTRUCTION

MACHINERY/EQUIPMENT

SERVICES INC DBA BIG SKY

ACH PMT NO. - 80098414

34,498.50

SALT DISTRIBUTORS INC

REPAIR & MAINTENANCE SUPPLIES

CHECK NO. - 00583609

9,095.74

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND

255,959.53

1200 - CODE ENFORCEMENT FUND

DELL MARKETING LP

COMPUTERS

%DELL USA LP

ACH PMT NO. - 80098309

3,189.42

EMPIRE GLASS

BUILDING REPAIRS/MAINTENANCE

ACH PMT NO. - 80098225

633.84

TOTAL FOR 1200 - CODE ENFORCEMENT FUND

3,823.26

1380 - TRAFFIC CALMING MEASURES

KATHLEEN CHOJNOWSKI 4104 N MURRAY DR	PHOTO RED FINES CHECK NO. - 00583604	90.00
RAYMOND LANCE 10032 N FAIRVIEW RD	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00583603	63.00
TERESA BELL 2400 W WILBUR RD APT 9	PHOTO RED FINES CHECK NO. - 00583602	139.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		292.00

1400 - PARKS AND RECREATION FUND

NORCO INC	MINOR EQUIPMENT ACH PMT NO. - 80098403	36.20
POWERCOM.INC	OPERATING SUPPLIES ACH PMT NO. - 80098412	825.13
TOTAL FOR 1400 - PARKS AND RECREATION FUND		861.33

1460 - PARKING METER REVENUE FUND

CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80098368	1,249.23
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098263	353.22
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80098309	3,308.90
ENCORE VENTURES LLC DBA FASTSIGNS OF SPOKANE	PRINTING/BINDING/REPRO ACH PMT NO. - 80098383	980.10
GALLS LLC	CLOTHING ACH PMT NO. - 80098385	2,547.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	MINOR EQUIPMENT ACH PMT NO. - 80098385	234.80
TOTAL FOR 1460 - PARKING METER REVENUE FUND		8,674.24

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80098420	357,413.23
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		357,413.23

1625 - PUBLIC SAFETY PERSONNEL FUND

CDW GOVERNMENT INC	PERIPHERAL EQUIPMENT
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	ACH PMT NO. - 80098368	668.33
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80098309	10,482.57
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098421	400.00
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		11,550.90
1630 - COMBINED COMMUNICATIONS CENTER		

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT	
	ACH PMT NO. - 80098284	1,000.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		1,000.00
1640 - COMMUNICATIONS BLDG M&O FUND		

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098362	9,341.76
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80098362	1,203.52
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098218	141.01
INDUSTRIAL COMMERCIAL SERVICE	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098232	1,536.90
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098279	245.25
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098256	1,729.39
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098256	601.33
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		14,799.16
1950 - PARK CUMULATIVE RESERVE FUND		

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLES	
	ACH PMT NO. - 80098389	3,499.99
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		3,499.99
1970 - FIRE/EMS FUND		

AMANDA WINCHELL	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80098441	77.05
ANDREW DEWART DBA A D TECHNICAL	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80098359	1,176.00

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098362	16,662.76
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098362	14,973.44
BECKER BUICK-GMC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098365	66.38
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098321	1,031.29
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80098321	633.29
CENTURYLINK	TELEPHONE CHECK NO. - 00583543	271.20
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098218	2,771.18
CONTROL SOLUTIONS NW INC	CLOTHING ACH PMT NO. - 80098218	0.00
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098218	990.20
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80098379	7.98
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80098381	539.55
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80098382	519.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANK J SANDALL	REGISTRATION/SCHOOLING ACH PMT NO. - 80098440	219.00
GALLS LLC	CLOTHING ACH PMT NO. - 80098319	2,070.52
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098389	2,212.84
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80098323	1,715.17
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80098273	500.00
HURLIMAN HEATING AND AIR CONDITIONING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098231	119.90
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098393	52.32
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098400	683.43
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098400	1,982.63

PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098411	286.13
PLUMB LOCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098411	109.00
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583610	1,829.79
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80098284	15,500.00
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00583613	81.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098432	68.38
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80098432	320.17
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098256	1,038.41
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098256	1,816.61
WILLIAM BALDWIN	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80098357	394.85

TOTAL FOR 1970 - FIRE/EMS FUND	70,720.46
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1985 - VOYA DEFINED CONTR ADMIN FUND

R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00583608	6,875.00
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TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND	6,875.00
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3200 - ARTERIAL STREET FUND

ECO COUNTER INC	PROFESSIONAL SERVICES ACH PMT NO. - 80098223	4,120.20
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098409	21,492.50
VALMONT INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098252	8,829.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098433	78.70
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80098291	595.88

TOTAL FOR 3200 - ARTERIAL STREET FUND	35,116.28
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3346 - UTGO 2015 PARKS

COMPUNET INC	OTHER IMPROVEMENTS	
LB 410802	ACH PMT NO. - 80098374	1,056.30

TOTAL FOR 3346 - UTGO 2015 PARKS		1,056.30
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098294	5,059.69
ADAMS TRACTOR CO INC	POWER TOOLS/EQUIPMENT	
	CHECK NO. - 00583540	2,001.22
ANGELIA PETERSON	REFUNDS	
918 W 18TH AVE	CHECK NO. - 00583599	447.38
AVISTA UTILITIES	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80098211	192.44
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098298	70,053.13
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80098298	2,913.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 3	LAUNDRY/JANITORIAL SERVICES	
LOC 606	ACH PMT NO. - 80098301	2,341.14
COLUMBIA ELECTRIC SUPPLY/DIV	REGISTRATION/SCHOOLING	
CONSOLIDATED ELECTRICAL	ACH PMT NO. - 80098304	2,135.00
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80098217	2,013.54
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80098307	122.83
DEVIN HUDKINS	REGISTRATION/SCHOOLING	
	CHECK NO. - 00583578	200.00
DUNTIKA WASHINGTON	REFUNDS	
3616 N G ST	CHECK NO. - 00583605	83.91
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80098316	415.07
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098316	4,679.17
FISHER CONSTRUCTION GROUP INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098318	9,978.95
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098325	3,108.09
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098328	549.77
INSIGHT DISTRIBUTING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098329	2,746.34

JUNE DOCHERTY 800 CHOCTAW LANE	REFUNDS CHECK NO. - 00583598	2.90
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098403	799.34
NW SANDBLAST & PAINT LLC	REPAIRS/MAINTENANCE CHECK NO. - 00583545	419.27
OWEN EQUIPMENT CO	MINOR EQUIPMENT CHECK NO. - 00583547	2,332.94
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098278	1,988.37
OXARC INC	MINOR EQUIPMENT ACH PMT NO. - 80098278	1,544.10
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80098340	2,197.58
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098342	23.96-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098416	529.49
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00583611	37.04
TONYA M REISS	OFFICE SUPPLIES CHECK NO. - 00583548	129.21
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00583552	1,062.30
YOY INC DBA VERDIS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098352	39,688.61

TOTAL FOR 4100 - WATER DIVISION	159,747.88
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4250 - INTEGRATED CAPITAL MANAGEMENT

BRETT SCHNEIDER DBA SCHNEIDER CONSULTING LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098415	380.00
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00583611	17.31
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098353	92.34
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80098436	875.00

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	1,364.65
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4300 - SEWER FUND

SPOKANE CITY TREASURER

REFUNDS

CHECK NO. - 00583611

18.44

TOTAL FOR 4300 - SEWER FUND

18.44

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098294	3,227.75
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098298	1,612.83
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098298	708.89
COMPUNET INC LB 410802	CONTRACTUAL SERVICES ACH PMT NO. - 80098216	1,500.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80098316	26.79
SME SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098244	329.32
STANLEY CONVERGENT SECURITY SOLUTIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80098423	869.40
STANLEY CONVERGENT SECURITY SOLUTIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098350	6,592.27

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

14,867.25

4320 - RIVERSIDE PARK RECLAMATION FAC

BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098344	327.00
CENTURYLINK	TELEPHONE CHECK NO. - 00583543	81.99
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80098302	1,681.50
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098372	1,090.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098219	579.11
DENNIS CLEAVENGER DBA DENNIS CLEAVENGER CONST	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098310	5,411.31
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098327	6,761.71
SCOTT P POTTER	MINOR SAFETY EQUIPMENT CHECK NO. - 00583534	348.80
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80098431	5,184.93
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES	
DBA UNIVAR USA INC	CHECK NO. - 00583616	4,040.29
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		25,506.64
4330 - STORMWATER		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098298	1,826.05
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80098298	199.94
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098342	120.88
TOTAL FOR 4330 - STORMWATER		2,146.87
4360 - ENVIRONMENTAL PROGRAMS		
GONZAGA UNIVERSITY	REGISTRATION/SCHOOLING	
LEADERSHIP CONNECTION	CHECK NO. - 00583577	3,500.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098353	155.62
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		3,655.62
4480 - SOLID WASTE FUND		
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00583611	69.80
TOTAL FOR 4480 - SOLID WASTE FUND		69.80
4490 - SOLID WASTE DISPOSAL		
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80098299	158.05
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583527	63.46
ELJAY OIL CO INC	LUBRICANTS	
	ACH PMT NO. - 80098224	639.95
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80098314	1,019.79
GROUP W MARKETING INC	ADVERTISING	
KIDS NEWSPAPER	CHECK NO. - 00583579	500.00
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098325	2,250.26

JOSEPH CONLEY	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00583528	340.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80098396	809.33
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098336	972.83
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES ACH PMT NO. - 80098337	2,845.25

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00583580	156.96
PETE LIEN & SONS INC	LUBRICANTS ACH PMT NO. - 80098410	8,174.55
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80098207	165.70
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		18,096.13

4500 - SOLID WASTE COLLECTION

ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098209	50.86
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098298	7,745.69
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098362	5,274.21
BIG BELLY SOLAR LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098212	1,162.98
BRYAN G HAYNES	PERMITS/OTHER FEES CHECK NO. - 00583529	102.00
CENTURYLINK	TELEPHONE CHECK NO. - 00583527	208.27
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80098227	516.57
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098322	312.07
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80098317	72.49
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80098348	154,076.79
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098353	539.39
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098356	218.74

TOTAL FOR 4500 - SOLID WASTE COLLECTION

170,280.06

4700 - DEVELOPMENT SVCS CENTER

ALLIED ENVELOPE PRINTING/BINDING/REPRO
ACH PMT NO. - 80098206 101.20

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARCTIC LIGHTING & ELECTRIC LLC PERMIT REFUNDS PAYABLE
2307 N WOODRUFF RD. CHECK NO. - 00583544 15.00

DELL MARKETING LP COMPUTERS
%DELL USA LP ACH PMT NO. - 80098309 1,175.15

VISION BUILT CONSTRUCTION PERMIT REFUNDS PAYABLE
MARTIN SAKWI CHECK NO. - 00583600 978.50

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

2,269.85

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS VEHICLE REPAIR & MAINT SUPPLY
CHECK NO. - 00583594 1,206.59

AMERIGAS PROPANE LP MOTOR FUEL-OUTSIDE VENDOR
DBA NORTHERN ENERGY ACH PMT NO. - 80098361 406.61

ASSURANCE FITNESS REPAIR EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80098209 50.87

AVISTA UTILITIES COMPRESSED NATURAL GAS FUEL
ACH PMT NO. - 80098362 25,329.76

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80098362 7,196.71

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80098362 488.62

BATTERY SYSTEMS INC VEHICLE REPAIR & MAINT SUPPLY
ACH PMT NO. - 80098364 1,691.95

BRAD L WHITE EQUIPMENT REPAIRS/MAINTENANCE
dba SUPERIOR FLUID POWER ACH PMT NO. - 80098424 8,838.42

BRIDGESTONE AMERICAS INC VEHICLE REPAIR & MAINT SUPPLY
dba GCR TIRES & SERVICE ACH PMT NO. - 80098386 10,886.02

CINTAS CORPORATION NO 3 LAUNDRY/JANITORIAL SERVICES
LOC 606 ACH PMT NO. - 80098370 1,981.80

CITY SERVICE VALCON LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80098371 123,603.18

COBALT TRUCK EQUIPMENT VEHICLE REPAIR & MAINT SUPPLY
ACH PMT NO. - 80098262 34.76

CORWIN OF SPOKANE LLC VEHICLE REPAIR & MAINT SUPPLY
CORWIN FORD SPOKANE ACH PMT NO. - 80098264 101.04

CUMMINS NORTHWEST LLC VEHICLE REPAIR & MAINT SUPPLY

	ACH PMT NO. - 80098376	4,357.12
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583596	1,176.36
HONORABLE MAYOR AND COUNCIL MEMBERS		01/10/22 PAGE 17
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80098381	632.47
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098382	255.80
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80098384	22,649.56
GENERAL FIRE EXTINGUISHER SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098322	330.71
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098389	796.49
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098389	1,988.46
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80098272	145.19
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098390	851.07
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098380	940.90
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098380	10,030.03
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583597	1,267.36
INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098392	946.87
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098393	476.84
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583530	985.76
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098396	3,553.69
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098366	509.06
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098275	1,593.84
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098399	2,791.58
MURL'S DRIVELINE SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098238	319.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80098239	126.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098401	3,084.72
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098404	2,969.96
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098405	2,646.52
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098406	223.38
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583547	1,924.83
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	MINOR EQUIPMENT CHECK NO. - 00583532	9.00
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583606	529.77
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098240	1,268.20
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098407	1,006.61
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098408	12,264.33
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00583617	13,769.74
RTB ENTERPIRESES INC dba NORTHWEST TRAILER CENTER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098339	70.21
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583610	734.87
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098418	28,230.78
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098419	1,872.90
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098247	5,107.97
ST JOHN HARDWARE & IMPLEMENT CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098422	627.33
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098425	354.64
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098427	530.16
TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098428	129.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098287	4,058.92
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098429	5,742.54
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098430	4,161.42
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583614	182.95
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098253	344.03
WALTER E NELSON CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583536	615.71
WATERCO OF THE PACIFIC NORTH WEST, INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583595	210.81
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098434	1,200.24
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098437	1,086.68
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098388	5,083.37
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098270	16,881.77
TOTAL FOR 5100 - FLEET SERVICES FUND		355,464.75

5200 - PUBLIC WORKS AND UTILITIES

NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80098402	4,206.31
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098432	114.66
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		4,320.97

5300 - IT FUND

ACCESSDATA GROUP INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80098203	3,821.04
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80098367	4,530.41
CAMTEK INC	MINOR EQUIPMENT ACH PMT NO. - 80098367	442.71

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEXON COMPUTER INC	OPERATING SUPPLIES
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	ACH PMT NO. - 80098221	1,049.00
MICHAEL PROBST	OTHER MISC CHARGES	
	ACH PMT NO. - 80098258	136.01
PITNEY BOWES	SOFTWARE (NONCAPITALIZED)	
	CHECK NO. - 00583607	4,039.29
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE	
	ACH PMT NO. - 80098243	935.64
SHI CORP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098345	96,250.00
WA STATE DEPT OF REVENUE	HARDWARE MAINTENANCE	
	-	84.21
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	94.41
TOTAL FOR 5300 - IT FUND		111,382.72
5310 - IT CAPITAL REPLACEMENT FUND		
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80098377	2,845.86
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		2,845.86
5400 - REPROGRAPHICS FUND		
COPIERS NORTHWEST INC	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80098219	626.27
ED HAIGHT SERVICE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098439	197.51
MARK ANDY INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80098398	3,075.44
TOTAL FOR 5400 - REPROGRAPHICS FUND		3,899.22
5600 - ACCOUNTING SERVICES		
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80098309	130.14
DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80098309	381.21
TOTAL FOR 5600 - ACCOUNTING SERVICES		511.35
HONORABLE MAYOR AND COUNCIL MEMBERS		01/10/22 PAGE 21
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
5700 - MY SPOKANE		
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS	
	ACH PMT NO. - 80098397	36.12

TOTAL FOR 5700 - MY SPOKANE

36.12

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80098251	3,584.41

TOTAL FOR 5800 - RISK MANAGEMENT FUND

3,584.41

5810 - WORKERS' COMPENSATION FUND

EXAMINETICS INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80098226	3,170.00

VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	ACH PMT NO. - 80098254	1,200.00

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

4,370.00

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098220	13,709.55

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80098378	26,514.78

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80098395	61,287.81

KEPRO ACQUISITIONS, INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80098235	4,500.00

PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098242	54,322.65

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS	
	ACH PMT NO. - 80098341	583,072.67

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND

743,407.46

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80098208	636.68

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ATS INLAND NW LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098297	4,054.80

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098210	29,298.28

AVISTA CORPORATION	UTILITY NATURAL GAS	
	ACH PMT NO. - 80098210	3,770.34

COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098215	3,046.61
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098215	311.87
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80098317	139.65
GRK ENTERPRISES INC DBA KALIN EXCAVATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098334	15,345.00
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO. - 80098331	476.77
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098326	350.97
KEN DAVIS LAWN & TREE CARE INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80098335	5,995.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00583537	1,231.70
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583537	1,124.88
SNO VALLEY PROCESS SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098417	8,439.10
SPOKANE PUMP INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00583612	741.20
SPOKANE PUMP INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583612	1,127.63
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098353	565.63
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80098353	80.06

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	-----	76,736.17
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6100 - RETIREMENT

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80098379	6.38
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HONORABLE MAYOR AND COUNCIL MEMBERS	01/10/22 PAGE 23
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PHILLIP TENCICK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098293	325.00
SITECRAFTING INC	WEB SERVICES ACH PMT NO. - 80098281	55.00

TOTAL FOR 6100 - RETIREMENT	-----	386.38
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6200 - FIREFIGHTERS' PENSION FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO
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	ACH PMT NO. - 80098295	48.98
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098220	1,219.23
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80098378	1,603.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098242	7,424.82
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80098341	73,511.59
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		83,807.62
6300 - POLICE PENSION		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80098295	48.98
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098220	1,005.33
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80098378	3,184.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80098242	6,122.22
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80098341	41,419.18
TOTAL FOR 6300 - POLICE PENSION		51,779.71
6730 - PARKING & BUSINESS IMPROV DIST		
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80098213	68,688.41
EAST SPOKANE BUSINESS ASSOCIATION	OTHER MISC CHARGES	
	ACH PMT NO. - 80098222	11,795.18
HONORABLE MAYOR AND COUNCIL MEMBERS		01/10/22 PAGE 24
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		80,483.59
TOTAL CLAIMS		2,833,043.36

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

01/24/2022

Date Rec'd

1/13/2021

Clerk's File #

CPR 2022-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Project #**Contact E-Mail**

LDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/14/2022.
Total:\$9,568,261.44 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$9,155,734.09

Summary (Background)

Pages 1-31 Check numbers: 583620- 583773 ACH payment numbers: 98442 - 98679 On file for review in City
Clerks Office: 31 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 9,155,734.09

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: 02

APPROVAL FUND SUMMARY

DATE: 01/18/22
TIME: 08:01
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	1,009,472.12
1100	STREET FUND	66,523.75
1200	CODE ENFORCEMENT FUND	8,342.59
1300	LIBRARY FUND	34,443.70
1380	TRAFFIC CALMING MEASURES	95,397.64
1400	PARKS AND RECREATION FUND	48,866.68
1460	PARKING METER REVENUE FUND	50,536.52
1510	SPOKANE REG EMERG COM SYS	7,140.00
1560	FORFEITURES & CONTRIBUTION FND	1,296.94
1620	PUBLIC SAFETY & JUDICIAL GRANT	8,057.94
1625	PUBLIC SAFETY PERSONNEL FUND	6,569.06
1630	COMBINED COMMUNICATIONS CENTER	11,822.91
1640	COMMUNICATIONS BLDG M&O FUND	817.50
1680	CD/HS OPERATIONS	7,729.93
1910	CRIMINAL JUSTICE ASSISTANCE FD	23,789.01
1970	FIRE/EMS FUND	136,473.17
3200	ARTERIAL STREET FUND	311,976.83
4100	WATER DIVISION	142,693.90
4250	INTEGRATED CAPITAL MANAGEMENT	324,034.31
4300	SEWER FUND	279,120.24
4480	SOLID WASTE FUND	337,899.27
4600	GOLF FUND	5,414.16
4700	DEVELOPMENT SVCS CENTER	95,314.08
5100	FLEET SERVICES FUND	33,955.46
5200	PUBLIC WORKS AND UTILITIES	10,895.06
5300	IT FUND	283,049.07
5310	IT CAPITAL REPLACEMENT FUND	135,789.58
5400	REPROGRAPHICS FUND	5,434.32
5500	PURCHASING & STORES FUND	4,337.47
5600	ACCOUNTING SERVICES	31,940.63
5700	MY SPOKANE	4,249.64
5750	OFFICE OF PERFORMANCE MGMT	38,539.28
5800	RISK MANAGEMENT FUND	5,589.51
5810	WORKERS' COMPENSATION FUND	7,178.10
5820	UNEMPLOYMENT COMPENSATION FUND	37.67
5830	EMPLOYEES BENEFITS FUND	842,433.63
5900	ASSET MANAGEMENT FUND OPS	16,016.38
5903	PROPERTY ACQUISITION FIRE	51,362.66
6060	EMPLOYEES' RETIREMENT FUND	2,260.21
6070	FIREFIGHTERS' PENSION FUND	10,568.44
6080	POLICE PENSION FUND	21,578.80
6255	LAW ENFORCEMENT RECORDS MGMT	24,487.25
6960	SALARY CLEARING FUND NEW	2,444,971.59
TOTAL:		6,988,407.00

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	USE TAX AMOUNTS	7,486.43	65.59	
00583620	KAREN BACHMEIER	262.00		
00583621	FRANCIS BEEMAN	214.61		
00583622	STAMPER RUBENS, PS	5,425.00		
00583623	WASHINGTON LEOFF	1,986.06		
00583624	CENTURYLINK	203.97		
00583625	JAELENE A LEESON	580.25		
00583626	COLE INFORMATION SERVICES		487.95	
00583627	OMNIGRAPHICS INC		240.75	
00583628	SPOKANE CITY TREASURER		484.56	
00583629	COMMUNITY COLLEGES OF SPOKAN			103.50
00583630	KELLY CHADWICK			20,868.05
00583631	GOVERNMENTJOBS COM INC	2,653.88		
00583632	PITNEY BOWES	12,433.60		
00583633	CENTURYLINK		757.89	
00583634	LISA COX		13.44	
00583635	LEVEL 3 FINANCING INC		843.58	
00583636	SPOKANE CITY TREASURER		4,729.54	
00583637	T-MOBILE		57.32	
00583638	WA STATE PATROL		22.00	
00583639	KLUNDT & HOSMER DESIGN ASSOC			1,751.00
00583640	WEST VALLEY HIGH SCHOOL SENI			36.00
00583641	SCOTT L NIEMEIER			191.73
00583642	PEROVICH PARTNERS INC			473.90
00583643	STARPLEX CORP			570.00
00583726	BRIAN BLANKENSTEIN	1,890.00		
00583727	BOUND TREE MEDICAL LLC	6,003.72		
00583728	CENTURYLINK	632.47		
00583729	WATERCO OF THE PACIFIC NORTH	315.15		
00583730	DRESSER RAND	27,500.00		
00583731	FELIX HAYNES	239.00		
00583732	NICHOLAS KNAPP	171.12		
00583733	VALLEY EMPIRE COLLECTION	29.01		
00583734	ALVIN CAMP	26.00		
00583735	AMY PALMER	125.60		
00583736	T-MOBILE	30.68		
00583737	UNITED PARCEL SERVICE	127.82		
00583738	WA STATE DEPT OF LICENSING	1,890.00		
00583739	WA STATE DEPT OF LICENSING	17,223.00		
00583740	WA STATE PATROL	5,374.25		
00583741	CENTURYLINK			107.18
00583742	CENTURYLINK COMMUNICATIONS I			516.07
00583743	WATERCO OF THE PACIFIC NORTH			37.52
00583744	PARK DEPT IMPREST FUND			51.26
00583745	SKYLINE EXHIBITS INLAND NW I			7,182.45
00583746	PEROVICH PARTNERS INC			166.32
00583747	SPOKANE CITY TREASURER			11,918.56
00583748	UNITY WAY OF SPOKANE COUNTY			1,110.00
00583749	SPOKANE REGIONAL HEALTH DIST			1,040.00
00583750	WALTER E NELSON CO			23.44
00583752	CANON FINANCIAL SERVICES INC	927.80		
00583753	CHILD SUPPORT SERVICES	742.06		
00583754	DANIEL H BRUNNER, TRUSTEE	200.00		

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00583755	HUMAN RESOURCES	946.50		
00583756	ICMA RETIREMENT TRUST 457	530,222.12		
00583757	ICMA RETIREMENT TRUST 457 LO	51,596.55		
00583758	ING LIFE INSURANCE & ANNUITY	115,523.71		
00583759	THE MEN'S WEARHOUSE INC	21.80		
00583760	NEW JERSEY SUPPORT PAYMENT	162.50		
00583761	OFFICE OF THE ATTORNEY GENER	273.50		
00583762	PEOPLE QUALIFIED COMMITTEE	7.00		
00583763	PRE-PAID LEGAL SERVICES INC	367.62		
00583764	STATE DISBURSMENT UNIT	297.68		
00583765	UNITED STATES TREASURY	12.50		
00583766	US BANK OR CITY TREASURER	1,740,791.07		
00583767	WA GET PROGRAM	345.00		
00583768	WA STATE SUPPORT REGISTRY OR	14,780.38		
00583769	JUNE WALLACE	974.24		
00583770	WESTERN STATES POLICE MEDICA	1,625.00		
00583771	WSCCCE, AFSCME, AFL-CIO	331.10		
00583772	H & E EQUIPMENT SERVICES LLC			2,258.65
00583773	STRIDELINE, LLC			2,391.00
80098442	ALS LABORATORY GROUP	900.00		
80098443	AMERIGAS PROPANE LP			62.25
80098444	BLX GROUP LLC	2,500.00		
80098445	BROWN AND CALDWELL	2,676.35		
80098446	CITY SERVICE VALCON LLC	3,132.50		3,279.62
80098447	COPIERS NORTHWEST INC	1,246.60		
80098448	DALLY ENVIRONMENTAL LLC	2,092.76		
80098449	DESIMONE CONSULTING LLC	6,000.00		
80098450	DEVRIES INFORMATION MANAGEME	7.98		
80098451	EASTERN WASHINGTON UNIVERSIT	5,916.67		
80098452	LUKE ESSER	3,500.00		
80098453	HDR ENGINEERING INC	3,530.27		
80098454	HELENA AGRI-ENTERPRISES			2,591.25
80098455	INSIGHT DISTRIBUTING INC			5,492.69
80098456	INTEGRATE TECHNOLOGY LLC	3,162.00		
80098457	K & L GATES LLP	13,070.25		
80098458	KAISER FOUNDATION HEALTH PLA	100,833.80		
80098459	KIRKPATRICK & STARTZEL P.S.	605.00		
80098460	MURRAYSMITH INC	3,105.00		
80098461	NEPTUNE TECHNOLOGY GROUP INC	28,509.70		
80098462	OGDEN MURPHY WALLACE PLLC	22,880.00		
80098463	OSBORN CONSULTING INC	17,434.88		
80098464	PARAMETRIX INC	54,889.11		
80098465	PLANET TURF			68.67
80098466	RR DONNELLEY	702.08		
80098467	SHI CORP	2,553.66		
80098468	SUMMIT LAW GROUP PLLC	96,805.80		
80098469	VERIZON WIRELESS	1,331.70		
80098470	VOLT MANAGEMENT CORP	57,678.66		
80098471	WA STATE DEPT/TRANSPORTATION	3,072.02		
80098472	WA STATE DEPT OF ECOLOGY	9,879.35		
80098473	WCP SOLUTIONS			260.41
80098474	WESTERN STATES EQUIPMENT CO			3,746.33
80098475	WILBUR ELLIS COMPANY			2,354.40

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80098476	WILDROSE LTD dba			91.56

80098477	NICHOLAS ANTHONY FEDERICI	3,500.00		
80098478	AVISTA UTILITIES		12,422.57	
80098479	BAKER & TAYLOR BOOKS		37,990.82	
80098480	LITHIA MOTORS PAYMENT	191.83		
80098481	COLVICO INC			837.12
80098482	COMCAST	4,553.37		
80098483	CONTROL SOLUTIONS NW INC	7,216.89		
80098484	L N CURTIS & SONS	131.18		
80098485	DESIGN WORKSHOP INC			29,482.00
80098486	JIM'S TRANSFER INC DBA DEVRI	339.25		
80098487	ALBERTO C CESAR ALBERTY			1,830.00
80098488	EDNETICS INC		11,142.55	
80098489	EDWARD DON & COMPANY		30,413.18	
80098490	FASTENAL CO	283.40		
80098491	GALLS LLC	726.10		
80098492	WINGFOOT COMMERCIAL TIRE	2,358.77		
80098493	GORDON TRUCK CENTERS INC DBA	797.84		
80098494	GRAINGER INC	29.59		
80098495	GROUP 4 ARCHITECTURE, RESEARC		34,492.85	
80098496	THE GUARDIANS FOUNDATION INC	22,593.90		
80098497	HALME CONSTRUCTION INC	91,900.61		
80098498	HILL INTERNATIONAL INC		52,326.14	
80098499	INGRAM LIBRARY SERVICES LLC		56.82	
80098500	GRK ENTERPRISES INC	1,550.00		
80098501	KENWORTH SALES COMPANY	235.06		
80098502	LARIVIERE INC	43,210.76		
80098503	LEXICON, INC			37,538.80
80098504	MARK ANDY INC	1,059.20		
80098505	MAX J KUNEY COMPANY	308,661.01		
80098506	MID CITY CONCERNS INC			1,543.75
80098507	MIDWEST TAPE		256.04	
80098508	OVERDRIVE INC		13,702.71	
80098509	OXARC INC	31.53		
80098510	PACWEST MACHINERY LLC	160.64		
80098511	VIRGINIA M SCUDDER	560.00		
80098512	SHI CORP	710.28		
80098513	SOLID WASTE SYSTEMS INC	1,234.93		
80098514	SPOKANE COUNTY TREASURER	395,371.76		
80098515	STRATA GEOTECHNICAL ENGINEER		125.00	
80098516	SWEETWATER SOUND INC		7,256.10	
80098517	TK ELEVATOR CORPORATION	278.32		
80098518	TRUTH MINISTRIES OF SPOKANE	44,881.40		
80098519	US FIRE EQUIPMENT LLC	13,859.90		
80098520	VERIZON WIRELESS	705.65		
80098521	VOLUNTEERS OF AMERICA OF	9,877.70		
80098522	ZAYO GROUP HOLDINGS INC	1,332.37		
80098523	BRANDY COTE	110.91		
80098524	DERREK DANIELS	1,000.00		
80098525	MICHAEL J MCNAB	3,780.00		
80098526	UNIVERSAL PROTECTION SERVICE	241.89		
80098527	ALSCO DIVISION OF ALSCO INC			96.66
80098528	AVISTA UTILITIES		3,201.64	

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80098529	BAKER & TAYLOR BOOKS		10,329.28	
80098530	BARR-TECH LLC			162.85
80098531	CATHOLIC CHARITIES	2,555.00		
80098532	CENGAGE LEARNING INC		157.84	
80098533	CINTAS CORPORATION NO 3		38.15	

80098534	COMPUNET INC	3,600.00		
80098535	CHARLES R DELGADO	409.50		
80098536	DEVRIES INFORMATION MANAGEME			7.98
80098537	EBSCO INFORMATION SERVICES		11.21	
80098538	GALLS LLC	2,761.72		
80098539	GORDON PRODUCTS INC		109.00	
80098540	HORIZON DISTRIBUTORS			430.55
80098541	HUMANIX HUMAN RESOURCE		3,214.80	
80098542	INTELLECTYX INC	31,100.00		
80098543	KANOPY INC		3,296.00	
80098544	KIRKPATRICK & STARTZEL P.S.	2,915.00		
80098545	LANGUAGE LINE SERVICES	50.85		
80098546	LIFECYCLE TECHNOLOGY LLC	20,764.80		
80098547	MGT OF AMERICA CONSULTING LL	17,570.00		
80098548	MICHAEL TERRELL LANDSCAPE			550.00
80098549	MICROSOFT CORPORATION		1,200.00	
80098550	MIDWEST TAPE		9,151.96	
80098551	MITCHELL HUMPHREY & CO	2,861.25		
80098552	MK SOLUTIONS INC		1,188.79	
80098553	NASH CONSULTING INC	5,750.00		
80098554	NORTH COUNTRY SERVICES LLC	1,296.94		
80098555	OVERDRIVE INC		1,791.70	
80098556	PREMERA BLUE CROSS OR	262,964.26		
80098557	PROJECT JOY			2,580.87
80098558	PROVOST PROFESSIONAL	545.76		
80098559	QUESTICA LTD	3,838.62		
80098560	TARA DOWD		5,000.00	
80098561	ROBERT HALF INTERNATIONAL IN	3,182.40		
80098562	SOUTHWEST SPOKANE COMMUNITY			3,328.92
80098563	STRUCTURED COMMUNICATION	229,029.59		
80098564	SUMMIT LAW GROUP PLLC	20,342.50		
80098565	TECH 1 ESPRESSO SERVICES LLC			140.83
80098566	THOMSON WEST	4,720.47		
80098567	TPC HOLDING INC			7,502.73
80098568	US BANK OR CITY TREASURER	5,214.26		
80098569	LARRY B HUGHES		20.44	
80098570	JUAN JUAN MOSES		24.64	
80098571	ACCESS INFORMATION HOLDINGS	3,863.98		
80098572	ALCOHOL MONITORING SYSTEMS I	9,695.56		
80098573	ALS LABORATORY GROUP	424.00		
80098574	NORTHWEST INDUSTRIAL SERVICE	277.95		1,831.87
80098575	AMERIGAS PROPANE LP			190.65
80098576	AMPD ENTERTAINMENT LLC			1,739.91
80098577	AVISTA UTILITIES	44,826.92		
80098578	A-L COMPRESSED GASES			353.16
80098579	BLUEBIRD TREE CARE INC			1,144.50
80098580	BUDINGER & ASSOCIATES INC	17,990.77		
80098581	CONSOLIDATED ELECTRICAL	1,519.50		

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80098582	CONTRACT DESIGN ASSOCIATES I	36,738.70		
80098583	COPIERS NORTHWEST INC	2,247.59		
80098584	CUMMINS INC	4,410.18		
80098585	CHARLES R DELGADO	1,251.25		
80098586	DEVRIES INFORMATION MANAGEME	311.22		
80098587	JIM'S TRANSFER INC DBA DEVRI	397.50		
80098588	DIXON RESOURCES UNLIMITED	17,900.00		
80098589	ELECTRONIC DATA COLLECTION	17,836.83		
80098590	ELJAY OIL CO INC	691.82		

80098591	GALLS LLC	7,038.65	
80098592	GRAINGER INC	47.30	
80098593	THE GUARDIANS FOUNDATION INC	77,967.06	
80098594	HITACHI ZOSEN INOVA U.S.A.	16,143.84	
80098595	INLAND ENVIRONMENTAL RESOURC	6,563.02	
80098596	INTEGRATE TECHNOLOGY LLC	3,978.00	
80098597	JOHNSON CONTROLS FIRE	535.00	
80098598	KEMIRA WATER SOLUTIONS INC	40,974.18	
80098599	KENWORTH SALES COMPANY	43.20	
80098600	GEOCKO INC.	2,012,007.03	
80098601	LOOMIS ARMORED US INC	590.30	
80098602	FORCE AMERICA DISTRIBUTING I	138.52	
80098603	MOSS-ADAMS LLP	11,860.00	
80098604	NEXUS INLAND NW		73.00
80098605	NORCO INC	518.27	
80098606	NORTH COUNTRY SERVICES LLC	165.66	
80098607	OXARC INC		1,094.64
80098608	PARAMETRIX INC	29,383.09	
80098609	PASSPORT LABS INC	6,214.64	
80098610	PEDIATRIC EMERGENCY STANDARD	34,285.85	
80098611	REHN & ASSOCIATES	792.00	
80098612	REHN & ASSOCIATES	1,200.00	
80098613	ROBERT HALF INTERNATIONAL IN	6,265.35	
80098614	SIMPLIFILE LC	3,914.50	
80098615	SITEONE LANDSCAPE SUPPLY LLC		33.07
80098616	SOLID WASTE SYSTEMS INC	11,160.74	
80098617	SPOKANE TRANSIT AUTHORITY	2,111.55	
80098618	COWLES PUBLISHING COMPANY	306.01	
80098619	STAR RENTALS & SALES		2,668.06
80098620	STARCHASE LLC	1,011.65	
80098621	THOMSON WEST	1,322.99	
80098622	TRI-TECH FORENSICS INC	1,198.08	
80098623	VERIZON WIRELESS	4,165.28	
80098624	VOLUNTEERS OF AMERICA OF	11,538.45	
80098625	WASHINGTON RECREATION AND PA		1,222.00
80098626	WASHINGTON EQUIPMENT MFG CO I	2,068.07	
80098627	CARLA CARNEGIE		295.00
80098628	CHRISTOPHER BENESCH	1,890.00	
80098629	ROSEANN COPELL	3,294.00	
80098630	MICHAEL J HUFFMAN	3,843.00	
80098631	JERRY W SWANSON	65.74	
80098632	AMERICAN TRAFFIC SOLUTIONS I	89,510.26	
80098633	ANATEK LABS INC	194.00	
80098634	APPLIED INDUSTRIAL	54,875.59	

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80098635	ARCHIVESOCIAL INC	11,988.00		
80098636	ASSETWORKS	95,692.15		
80098637	AVISTA UTILITIES	15,649.14		
80098638	SPOKANE FIRE FIGHTERS BENEFI	15,928.45		
80098639	BROWN AND CALDWELL	1,246.84		
80098640	CAMCO CONSTRUCTION INC	35,969.52		
80098641	CAMTEK INC	535.38		
80098642	COMCAST			481.77
80098643	DELTA DENTAL OF WASHINGTON	49,099.64		
80098644	DEVRIES INFORMATION MANAGEME	240.00		
80098645	DIGNITARY PROTECTION TEAM FU	105.00		
80098646	DIVCO INC	430.56		
80098647	EDU MEMBERSHIP FUND	20.00		

80098648	FINANCIAL CONSULTING Solutio	57,938.75		
80098649	GMCO CORP	360.00		
80098650	POLICE GUILD LEGAL DEFENSE	676.00		
80098651	HADRONEX INC	41,579.91		
80098652	HDR ENGINEERING INC	13,917.66		
80098653	HYDRAULICS PLUS INC	1,973.79		
80098654	INT'L ASSN OF FIREFIGHTERS/	49,924.86		
80098655	KAISER FOUNDATION HEALTH PLA	445,134.63		
80098656	KEYSTONE LAWN & TREE CARE	1,362.50		
80098657	KRONOS INCORPORATED	16,806.94		
80098658	LT & CAPT ASSOCIATION	2,040.00		
80098659	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80098660	M & P ASSOCIATION	2,706.91		
80098661	MCCOY POWER CONSULTANTS INC	7,400.00		
80098662	NALCO CO	3,163.19		
80098663	SPOKANE POLICE GUILD	24,251.17		
80098664	POMEGRANATE ASSOCIATES LLC	4,900.00		
80098665	REHN & ASSOCIATES	21,201.20		
80098666	ROGUE HEART MEDIA INC	3,402.95		
80098667	BRANDSAFWAY SERVICES INC	5,513.06		
80098668	SPOKANE POLICE BENEFIT ASSOC	712.50		
80098669	SPOKANE POLICE CHAPLAIN	3,134.50		
80098670	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80098671	SPOKANE TREATMENT AND	8,996.50		
80098672	SPOKANE INT'L AIRPORT	34,537.32		
80098673	SPOKANE POLICE GUILD FRATERN	984.12		
80098674	SPOKANE POLICE SWAT TEAM	430.00		
80098675	SPOKANE POLICE TACTICAL TEAM	296.00		
80098676	US BANK TRUST NA	926,806.78		
80098677	WA ST COUNCIL OF CITY & COUN	28,141.30		
80098678	WASHINGTON EQUIPMENT MFG CO I	23,421.38		
80098679	NARWHAL MET LLC	1,480.00		
		-----	-----	-----
		9,155,734.09	246,622.85	165,904.50
				=====
		CITYWIDE TOTAL:		9,568,261.44

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HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80098451	5,916.67
MGT OF AMERICA CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80098547	17,570.00
OGDEN MURPHY WALLACE PLLC	LEGAL SERVICES ACH PMT NO. - 80098462	22,880.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80098514	395,371.76
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80098617	2,111.55
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80098671	8,996.50
STAMPER RUBENS, PS TRUST ACCOUNT	LEGAL SERVICES CHECK NO. - 00583622	5,425.00
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80098564	117,148.30

TOTAL FOR 0020 - NONDEPARTMENTAL 575,419.78

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	911.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	1,195.90

TOTAL FOR 0030 - POLICE OMBUDSMAN 2,382.70

0230 - CIVIL SERVICE

GOVERNMENTJOBS COM INC dba NEOGOV	CONTRACTUAL SERVICES CHECK NO. - 00583631	2,653.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	705.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,301.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	3,097.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0230 - CIVIL SERVICE 8,757.24

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80098571	3,863.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	330.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	1,416.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	1,929.55
TOTAL FOR 0260 - CITY CLERK		7,539.76

0300 - HUMAN SERVICES

VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	PROFESSIONAL SERVICES ACH PMT NO. - 80098470	25,970.76
TOTAL FOR 0300 - HUMAN SERVICES		25,970.76

0320 - COUNCIL

DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80098449	6,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,400.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80098452	3,500.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80098477	3,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	4,579.17
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	4,811.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098469	1,281.41
TOTAL FOR 0320 - COUNCIL		25,071.90

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARCHIVESOCIAL INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098635	11,988.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	505.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00583766	2,175.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	2,969.06
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098520	396.84
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	1,078.92

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	19,113.01
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0370 - ENGINEERING SERVICES

BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098580	2,108.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	3,320.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80098614	215.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	12,936.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	17,488.84

TOTAL FOR 0370 - ENGINEERING SERVICES	36,069.20
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0410 - FINANCE

BLX GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80098444	2,500.00
COMCAST	MOBILE BROADBAND ACH PMT NO. - 80098482	170.06
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	705.73
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098512	710.28
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,564.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	3,407.18
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TOTAL FOR 0410 - FINANCE	10,057.61
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0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	106.25
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US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	658.14
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	906.85

TOTAL FOR 0430 - GRANTS MANAGEMENT	1,671.24
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0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	132.14
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	337.76
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	442.89
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098623	126.99

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	1,039.78
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0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	160.00
SIMPLIFILE LC	LEGAL SERVICES	
	ACH PMT NO. - 80098614	814.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	528.14
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	697.66

TOTAL FOR 0470 - HISTORIC PRESERVATION	2,199.80
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0480 - OFFICE OF CIVIL RIGHTS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	208.76

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	208.76
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0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	1,875.01
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80098467	423.62

THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80098566	4,720.47
TK ELEVATOR CORPORATION	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80098517	278.32
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	9,249.52
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	12,487.52
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098520	100.58
VIRGINIA M SCUDDER	INTERPRETER COSTS	
	ACH PMT NO. - 80098511	560.00

TOTAL FOR 0500 - LEGAL	-----	29,695.04
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0520 - MAYOR

BRANDY COTE	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80098523	110.91
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	2,058.36
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	2,044.31
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098520	258.52

TOTAL FOR 0520 - MAYOR	-----	4,922.10
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0550 - NEIGHBORHOOD SERVICES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	205.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	1,271.41
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	1,707.08
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098623	52.33

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	-----	3,235.82
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0560 - MUNICIPAL COURT

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES
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	ACH PMT NO. - 80098447	342.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,955.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80098526	241.89
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	8,188.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	11,136.32
VALLEY EMPIRE COLLECTION PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00583733	29.01
TOTAL FOR 0560 - MUNICIPAL COURT		21,893.18
0570 - OFFICE OF HEARING EXAMINER		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	509.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	700.53
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,369.71
0620 - HUMAN RESOURCES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	566.25
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	1,905.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	2,533.43
TOTAL FOR 0620 - HUMAN RESOURCES		5,005.40
0650 - PLANNING SERVICES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	945.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80098614	1,027.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	3,109.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	4,197.32

TOTAL FOR 0650 - PLANNING SERVICES

9,278.91

0680 - POLICE

BRIAN BLANKENSTEIN	TUITION REIMBURSEMENT CHECK NO. - 00583726	1,890.00
CENTURYLINK	TELEPHONE CHECK NO. - 00583728	166.61
CHRISTOPHER BENESCH	TUITION REIMBURSEMENT ACH PMT NO. - 80098628	1,890.00
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80098482	2,760.54
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	OPERATING SUPPLIES ACH PMT NO. - 80098581	1,519.50
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80098582	1,354.48
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098583	5.91
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80098586	311.22
GALLS LLC	CLOTHING ACH PMT NO. - 80098591	4,891.06
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80098591	1,478.38

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80098591	3,430.93
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80098592	47.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	85,016.37
JAELENE A LEESON	TUITION REIMBURSEMENT CHECK NO. - 00583625	580.25
JERRY W SWANSON	LOCAL MILEAGE ACH PMT NO. - 80098631	65.74
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	PROFESSIONAL SERVICES ACH PMT NO. - 80098587	397.50
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80098545	50.85
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098601	590.30
MICHAEL J HUFFMAN	TUITION REIMBURSEMENT ACH PMT NO. - 80098630	3,843.00

MICHAEL J MCNAB	TUITION REIMBURSEMENT ACH PMT NO. - 80098525	3,780.00
STARCHASE LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80098620	1,011.65
TRI-TECH FORENSICS INC DBA RESCUE ESSENTIALS	OPERATING SUPPLIES ACH PMT NO. - 80098622	1,198.08
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00583737	127.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	45,563.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	27,330.37
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00583623	1,901.51
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00583770	970.76

TOTAL FOR 0680 - POLICE	-----	192,173.21
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0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098447	223.69
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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. - 00583756	675.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,447.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	3,422.19

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	-----	6,768.57
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0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80098585	1,660.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,250.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80098558	545.76
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80098621	1,322.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	5,931.33
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80098676	7,684.30
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TOTAL FOR 0700 - PUBLIC DEFENDER	18,395.13
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0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	42.86

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	502.11

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	688.54

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN	1,233.51
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1100 - STREET FUND

GMCO CORP	REPAIR & MAINTENANCE SUPPLIES	
DBA ROADWISE	ACH PMT NO. - 80098649	360.00

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	4,765.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	26,538.53

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	34,860.22

TOTAL FOR 1100 - STREET FUND	66,523.75
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1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	715.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	3,169.32

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	3,716.85

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80098623	671.42

VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80098623	70.00

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	8,342.59
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	2,195.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	14,227.55
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	18,021.15

TOTAL FOR 1300 - LIBRARY FUND		34,443.70

1380 - TRAFFIC CALMING MEASURES

ALVIN CAMP	PHOTO RED FINES	
2011 N ELLA RD	CHECK NO. - 00583734	26.00
AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098632	89,510.26
AMY PALMER	PHOTO RED FINES	
3107 E 43RD AVE	CHECK NO. - 00583735	125.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098577	359.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANCIS BEEMAN	PHOTO RED FINES	
19725 RIVER RD APT 51	CHECK NO. - 00583621	214.61
KAREN BACHMEIER	SCHOOL ZONE SPEED CAMERA FINE	
1611 W 9TH AVE APT 9	CHECK NO. - 00583620	262.00
POMEGRANATE ASSOCIATES LLC	CONTRACTUAL SERVICES	
MILENKO MATANOVIC	ACH PMT NO. - 80098664	4,900.00

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	-----	95,397.64
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1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80098482	323.39
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	4,631.43
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	20,343.27
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	23,568.59

TOTAL FOR 1400 - PARKS AND RECREATION FUND	-----	48,866.68
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1460 - PARKING METER REVENUE FUND

DIXON RESOURCES UNLIMITED	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098588	17,900.00
ELECTRONIC DATA COLLECTION	LEGAL SERVICES	
CORPORATION	ACH PMT NO. - 80098589	5,087.50

ELECTRONIC DATA COLLECTION CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098589	2,021.50
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80098589	10,727.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	586.95
PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098609	6,214.64
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,713.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	3,768.06
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098623	1,356.27

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80098623	160.06
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TOTAL FOR 1460 - PARKING METER REVENUE FUND	50,536.52
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1510 - SPOKANE REG EMERG COM SYS

INTEGRATE TECHNOLOGY LLC ARIANE SCHMIDT	CONTRACTUAL SERVICES ACH PMT NO. - 80098596	7,140.00
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TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS	7,140.00
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1560 - FORFEITURES & CONTRIBUTION FND

NORTH COUNTRY SERVICES LLC	LEGAL SERVICES ACH PMT NO. - 80098554	1,296.94
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TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	1,296.94
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

BOUND TREE MEDICAL LLC	OPERATING SUPPLIES CHECK NO. - 00583727	6,003.72
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,503.14
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US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	429.76
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	41.06
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WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00583623	76.02
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WESTERN STATES POLICE MEDICAL	VEBA MEDICAL SAVINGS-POLICE	
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TRUST

CHECK NO. - 00583770

4.24

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT

8,057.94

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	2,929.07
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583758	810.82
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	2,086.29

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	742.88

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND

6,569.06

1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583728	289.24
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	476.01
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583758	2,176.30
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	4,119.07
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	4,762.29

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

11,822.91

1640 - COMMUNICATIONS BLDG M&O FUND

KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES	
	ACH PMT NO. - 80098656	817.50

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

817.50

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	423.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	3,525.50
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	3,780.68

TOTAL FOR 1680 - CD/HS OPERATIONS

7,729.93

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80098572	9,695.56
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CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80098531	2,555.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80098624	11,538.45
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TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD

23,789.01

1970 - FIRE/EMS FUND

CAMCO CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098640	35,969.52
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CENTURYLINK	TELEPHONE CHECK NO. - 00583728	380.59
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COMCAST	IT/DATA SERVICES ACH PMT NO. - 80098482	458.01
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GALLS LLC	CLOTHING ACH PMT NO. - 80098491	726.10
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	9,485.52
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ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583758	37,776.00
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KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80098656	545.00
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KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80098657	16,806.94
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THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00583759	21.80
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US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	28,621.62
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	5,673.54
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WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00583623	8.53
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TOTAL FOR 1970 - FIRE/EMS FUND

136,473.17

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098580	15,881.97
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098505	266,991.77
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098608	29,103.09

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	-----	311,976.83
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4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098633	194.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80098648	19,312.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	7,715.00
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80098461	20,989.78
NEPTUNE TECHNOLOGY GROUP INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098461	7,519.92
SIMPLIFILE LC	OTHER MISC CHARGES ACH PMT NO. - 80098614	414.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	37,374.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	49,173.43

TOTAL FOR 4100 - WATER DIVISION	-----	142,693.90
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4250 - INTEGRATED CAPITAL MANAGEMENT

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098618	306.01
HADRONEX INC DBA SMARTCOVER SYSTEMS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098651	41,579.91
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098497	91,900.61
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098652	13,917.66
HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098453	3,530.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	832.86
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80098502	43,210.76
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80098505	41,669.24

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80098460	3,105.00
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80098463	17,434.88
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80098608	55,169.11
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	3,595.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	4,618.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098623	92.34
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80098471	3,072.02
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		324,034.31

4310 - SEWER MAINTENANCE DIVISION

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80098446	3,132.50
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098648	19,312.92
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	2,338.14
SIMPLIFILE LC	OTHER MISC CHARGES	
	ACH PMT NO. - 80098614	414.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	11,623.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	14,565.54
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		51,386.62

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80098573	1,324.00
AVISTA UTILITIES	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80098577	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098577	16,263.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098577	22,398.08
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80098639	3,923.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098583	798.36
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098584	4,410.18
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098448	1,046.38
FELIX HAYNES	MINOR SAFETY EQUIPMENT CHECK NO. - 00583731	239.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	6,347.14
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098595	6,563.02
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098598	40,974.18
NICHOLAS KNAPP	MINOR SAFETY EQUIPMENT CHECK NO. - 00583732	171.12
NORCO INC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80098605	102.07
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80098605	416.20
T-MOBILE	CELL PHONE CHECK NO. - 00583736	30.68
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	33,247.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	38,138.96
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098623	1,397.75

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 178,257.00

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098577	138.90
DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO. - 80098448	1,046.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80098648	19,312.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,470.00
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098666	3,402.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	5,787.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	7,787.13

TOTAL FOR 4330 - STORMWATER	-----	38,945.67
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4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	243.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	332.76

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	-----	651.60
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4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80098472	2,376.53
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80098472	7,502.82

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	-----	9,879.35
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4490 - SOLID WASTE DISPOSAL

APPLIED INDUSTRIAL TECHNOLOGIES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098634	54,875.59
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098637	15,649.14
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098667	5,513.06
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098646	430.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DRESSER RAND	MACHINERY/EQUIPMENT
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	CHECK NO. - 00583730	27,500.00
ELJAY OIL CO INC	LUBRICANTS	
	ACH PMT NO. - 80098590	691.82
HITACHI ZOSEN INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098594	16,143.84
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098653	1,973.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00583756	3,745.00
K & L GATES LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098457	13,070.25
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80098661	7,400.00
NALCO CO	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80098662	3,163.19
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098679	1,480.00
ROSEANN COPELL	TUITION REIMBURSEMENT	
	ACH PMT NO. - 80098629	3,294.00
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80098672	34,537.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY	
	CHECK NO. - 00583766	20,514.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80098676	26,645.16
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	1,452.95
WASHINGTON EQUIPMENT MFG CO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80098678	23,421.38
WASHINGTON EQUIPMENT MFG CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80098626	2,068.07
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		263,569.21

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80098577	2,140.95
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80098577	2,296.06

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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. - 00583756	3,890.00
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80098616	11,160.74

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	23,930.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	30,278.50
TOTAL FOR 4500 - SOLID WASTE COLLECTION		73,696.65

4530 - SOLID WASTE LANDFILLS

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80098482	105.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	196.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	256.99
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		633.41

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	524.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,041.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	2,847.88
TOTAL FOR 4600 - GOLF FUND		5,414.16

4700 - DEVELOPMENT SVCS CENTER

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80098582	35,384.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	2,615.86
LIFECYCLE TECHNOLOGY LLC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80098546	20,764.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80098606	165.66
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80098574	277.95
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80098614	1,029.50

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	16,517.78
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	16,451.36
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80098623	208.12
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80098623	30.00
WA STATE DEPT OF REVENUE	SUBSCRIPTION BASED IT ARNGMTS -	1,868.83

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	-----	95,314.08
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5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098577	713.65
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80098577	50.97
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098490	283.40
FORCE AMERICA DISTRIBUTING INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098602	138.52
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098493	797.84
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80098494	29.59
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	1,785.00
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098599	278.26
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098480	191.83
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80098509	31.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098510	160.64
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098513	1,234.93
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	10,894.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	14,691.29
WATERCO OF THE PACIFIC NORTH	OPERATING RENTALS/LEASES	

WEST, INC	CHECK NO. - 00583729	315.15
WINGFOOT COMMERCIAL TIRE	EQUIPMENT REPAIRS/MAINTENANCE	
SYSTEMS LLC DBA GOODYEAR TIRE	ACH PMT NO. - 80098492	2,358.77
TOTAL FOR 5100 - FLEET SERVICES FUND		33,955.46

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098644	240.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	860.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	4,881.13
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	4,913.93
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		10,895.06

5300 - IT FUND

ASSETWORKS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80098636	95,692.15
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80098482	736.36
COMPUNET INC	ADVISORY TECHNICAL SERVICE	
LB 410802	ACH PMT NO. - 80098534	3,600.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	2,496.00
INTELLECTYX INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80098542	5,493.32
INTELLECTYX INC	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80098542	25,606.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NASH CONSULTING INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80098553	5,750.00
PITNEY BOWES	OPERATING RENTALS/LEASES	
	CHECK NO. - 00583632	12,433.60
STRUCTURED COMMUNICATION	HARDWARE MAINTENANCE	
SYSTEMS INC	ACH PMT NO. - 80098563	30,575.04
STRUCTURED COMMUNICATION	SOFTWARE MAINTENANCE	
SYSTEMS INC	ACH PMT NO. - 80098563	15,005.67
STRUCTURED COMMUNICATION	SOFTWARE (NONCAPITALIZED)	
SYSTEMS INC	ACH PMT NO. - 80098563	54,359.17
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	13,091.72

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	16,876.99
ZAYO GROUP HOLDINGS INC	TELEPHONE	
	ACH PMT NO. - 80098522	1,332.37

TOTAL FOR 5300 - IT FUND	-----	283,049.07
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5310 - IT CAPITAL REPLACEMENT FUND

MITCHELL HUMPHREY & CO	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80098551	2,861.25
QUESTICA LTD	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80098559	3,838.62
STRUCTURED COMMUNICATION	COMPUTER/MICRO EQUIPMENT	
SYSTEMS INC	ACH PMT NO. - 80098563	129,089.71

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	135,789.58
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5400 - REPROGRAPHICS FUND

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00583752	927.80
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80098583	2,123.85
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	120.00
MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80098504	1,059.20
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	504.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	699.04

TOTAL FOR 5400 - REPROGRAPHICS FUND	-----	5,434.32
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5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	1,632.75
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	2,204.72

TOTAL FOR 5500 - PURCHASING & STORES FUND	-----	4,337.47
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5600 - ACCOUNTING SERVICES

DERREK DANIELS	TUITION REIMBURSEMENT ACH PMT NO. - 80098524	1,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	2,137.34
ROBERT HALF INTERNATIONAL INC dba: ACCOUNTEMP;OFFICETEAM	CONTRACTUAL SERVICES ACH PMT NO. - 80098613	9,447.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	8,240.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	11,114.55

TOTAL FOR 5600 - ACCOUNTING SERVICES	31,940.63
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5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	1,689.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	2,299.83

TOTAL FOR 5700 - MY SPOKANE	4,249.64
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5750 - OFFICE OF PERFORMANCE MGMT

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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. - 00583756	450.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098467	2,130.04
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	1,967.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	2,284.18
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80098470	31,707.90

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	38,539.28
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5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	29.26
US BANK OR CITY TREASURER	INSURANCE CLAIMS	

LIABILITY CLAIMS	ACH PMT NO. - 80098568	5,214.26
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	149.87
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	196.12

TOTAL FOR 5800 - RISK MANAGEMENT FUND	5,589.51
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5810 - WORKERS' COMPENSATION FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80098450	7.98
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	420.00
KIRKPATRICK & STARTZEL P.S.	INSURANCE CLAIMS	
	ACH PMT NO. - 80098544	3,520.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	1,387.83
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	1,842.29

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	7,178.10
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5820 - UNEMPLOYMENT COMPENSATION FUND

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	3.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00583766	14.65
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80098676	19.27

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	37.67
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5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80098643	42,113.64
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583756	235.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE ADMINISTRATION	
OF WASHINGTON	ACH PMT NO. - 80098458	79,011.08
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80098655	445,134.63
KAISER FOUNDATION HEALTH PLAN	INSURANCE PREMIUMS	
OF WASHINGTON	ACH PMT NO. - 80098458	21,822.72

MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80098603	11,860.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80098556	237,803.02
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80098611	792.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80098612	1,200.00
RR DONNELLEY	OFFICE SUPPLIES ACH PMT NO. - 80098466	702.08
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	765.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	994.11
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		842,433.63

5900 - ASSET MANAGEMENT FUND OPS

CAMTEK INC	CONTRACTUAL SERVICES ACH PMT NO. - 80098641	535.38
HONORABLE MAYOR AND COUNCIL MEMBERS		01/18/22 PAGE 28
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098483	7,216.89
GRK ENTERPRISES INC DBA KALIN EXCAVATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098500	1,550.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	315.00
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098486	339.25
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098597	535.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	2,319.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	3,205.61
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		16,016.38

5903 - PROPERTY ACQUISITION FIRE

L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80098484	131.18
PEDIATRIC EMERGENCY STANDARDS INC	MINOR EQUIPMENT ACH PMT NO. - 80098610	34,285.85

US FIRE EQUIPMENT LLC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80098519	13,859.90
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	3,085.73
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		51,362.66
6100 - RETIREMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583756	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583766	848.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80098676	1,151.68
TOTAL FOR 6100 - RETIREMENT		2,260.21
6200 - FIREFIGHTERS' PENSION FUND		
HONORABLE MAYOR AND COUNCIL MEMBERS		01/18/22 PAGE 29
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80098643	3,741.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80098556	6,827.44
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		10,568.44
6255 - LAW ENFORCEMENT RECORDS MGMT		
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00583739	19,113.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00583740	5,374.25
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		24,487.25
6300 - POLICE PENSION		
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80098643	3,245.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80098556	18,333.80
TOTAL FOR 6300 - POLICE PENSION		21,578.80
6960 - SALARY CLEARING FUND NEW		
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	

IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00583753	742.06
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00583754	200.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80098645	105.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80098647	20.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00583755	946.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00583756	345,273.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00583756	16,957.92
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00583757	51,596.55

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00583758	775.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00583758	73,985.59
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80098654	49,924.86
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00583769	974.24
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80098658	2,040.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80098659	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80098660	2,706.91
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00583760	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00583761	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00583762	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80098650	676.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00583763	367.62
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80098665	4,046.18
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80098665	17,155.02

SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80098638	15,928.45
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80098668	712.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80098669	3,134.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80098663	24,251.17
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80098673	984.12
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80098670	90.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80098674	430.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80098675	296.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00583764	297.68
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00583765	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00583766	298,149.01
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00583766	903,617.28
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00583766	120,436.96
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80098676	463,403.39
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00583767	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80098677	28,141.30
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00583768	14,780.38
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00583770	650.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00583771	331.10

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

2,444,971.59

TOTAL CLAIMS

6,988,407.00

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

01/24/2022

Date Rec'd

1/12/2022

Clerk's File #

CPR 2022-0003

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

ACCOUNTING

Contact Name/Phone

MICHELLE MURRAY 6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: January 8, 2022.
Payroll check #561859 through check #561957 \$8,426,061.58

Summary (Background)

N/A

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 8,426,061.58

N/A

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**

PAYROLL RECAP BY FUND
PAY PERIOD ENDING JANUARY 8, 2022

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	11,667.40
0230	CIVIL SERVICE	30,214.80
0260	CITY CLERK	18,824.82
0320	COUNCIL	59,492.33
0330	PUBLIC AFFAIRS / COMMUNICATIONS	28,966.40
0370	ENGINEERING SERVICES	170,623.12
0410	FINANCE	33,447.96
0430	GRANTS MNGMT & FINANCIAL ASSIST	8,249.60
0450	CD/HS DIVISION	2,665.60
0470	HISTORIC PRESERVATION	6,806.40
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	2,728.80
0500	LEGAL	125,728.04
0520	MAYOR	26,989.96
0550	NEIGHBORHOOD SERVICES	16,654.40
05601	MUNICIPAL COURT	109,838.46
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,834.40
0620	HUMAN RESOURCES	25,434.04
0650	PLANNING SERVICES	41,749.60
0680	POLICE	1,978,855.95
0690	PROBATION SERVICES	38,130.24
0700	PUBLIC DEFENDERS	78,663.77
0750	ECONOMIC DEVELOPMENT	8,372.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,830,938.89

FUND	FUND NAME	TOTAL
1100	STREET	354,584.54
1200	CODE ENFORCEMENT	41,715.35
1300	LIBRARY	189,180.77
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	272,673.85
1460	PARKING METER	37,009.03
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	15,733.87
1625	PUBLIC SAFETY PERSONNEL	85,170.28
1630	COMBINED COMMUNICATIONS CENTER	73,573.59
1680	CD/HS	46,741.84
1970	EMS FUND	1,770,804.75
4100	WATER	501,307.48
4250	INTEGRATED CAPITAL FUND	50,341.44
4300	SEWER	674,908.02
4480	REFUSE	599,182.70
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	26,334.40
4700	GENERAL SERVICES FUND	218,426.34
5100	FLEET SERVICE	144,242.24
5200	PUBLIC WORKS & UTILITY FUND	65,380.39
5300	MIS	173,450.50
5400	REPROGRAPHICS	6,820.00
5500	PURCHASING	21,509.61
5600	ACCOUNTING SERVICES	109,344.29
5700	MY SPOKANE	22,437.28
5750	PROJECT MANAGEMENT OFFICE	25,921.60
5810	WORKER'S COMPENSATION	17,973.60
5830	SELF-FUNDED MEDICAL/DENTAL	9,168.80
5900	ASSET MANAGEMENT	29,950.13
6060	CITY RETIREMENT	11,236.00
	TOTAL	8,426,061.58

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, January 6, 2022

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 Bingle, Cathcart, Kinnear, and Wilkerson were present via Webex. Council Member Stratton was absent. Council Member Zappone arrived at 11:04 a.m. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee's 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:

- Design Review Board Interview
- ARP Updates on Fire Pumper Trucks and Don Kardong Bridge Replacement
- 2022 Boards & Commissions Appointments Resolution

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

The meeting adjourned at 12:10 p.m.

Minutes prepared and submitted for publication in the January 19, 2022, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2022.

Breean Beggs
City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, January 10, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:33 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 Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone attended the meeting via WebEx.)

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

Advance Agenda Review

There was no Advance Agenda review as the January 18, 2022, City Council Meeting is canceled.

Interviews with Candidates for Appointment

The City Council held interviews with Ryan Brodwater, a candidate for appointment to the Design Review Board, and Olivia Arballo-Saenz, a candidate for appointment to the Human Rights Commission.

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed changes to the January 10, 2022, Current Agenda.

Suspension of Council Rules

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to suspend** the Council Rules to adjust today's (January 10) agenda; **carried unanimously**.

Resolution 2022-0008

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to add** Resolution 2022-0008 [authorizing purchase of 4 Pierce Pumper trucks from Hughes Fire Equipment (Springfield, OR) with the specific funding source to be determined by September 1, 2022]; **carried unanimously**.

Emergency Ordinance C36164

Motion by Council Member Stratton, seconded by Council Member Wilkerson, **to substitute** Emergency Ordinance C36164—establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency—with updated version circulated this afternoon; **carried unanimously**.

Addition of Agenda Items: MOU with the Salvation Army (OPR 2022-0022), Purchase Agreement for Pumper trucks (OPR 2022-0023), ERA 2 Grant funds award to LiveStories (OPR 2022-0024), ERA 2 Grant funds award to Carl Maxey Center (OPR 2022-0025), and Reallocation of ESG-CV grant funds to Hope House (OPR 2022-0026)

Motion by Council Member Kinnear, seconded by Council Member Stratton, **to add** items 11 (MOU with Salvation Army), 12 (Grant funds award to LiveStories), 13 (Grant funds award to Carl Maxey Center), and 14 (Reallocation of grant funds to Hope House) to the Current Consent Agenda; **carried unanimously**.

Addition of Agenda Item: Contract Renewal with Cerium Networks (OPR 2018-0798 / RFP 4500-18)

Motion by Council Member Wilkerson, seconded by Council Member Stratton, **to add** item 15 (Contract renewal with Cerium Networks) to the Current Consent Agenda; **carried unanimously**.

CONSENT AGENDA

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

Contract Renewal with PMWeb, Inc. (Adventura, FL) for continued annual support and maintenance of the capital project management software from February 1, 2022 through January 31, 2023—\$103,114 (incl. tax). (OPR 2017-0005 / RFP 4196-16) (Council Sponsor: Council Member Cathcart)

Contract Renewal 2 of 2 with Divco, Inc. (Spokane, WA) for maintenance and repair of the HVAC systems at the Waste to Energy Facility from March 1, 2022 through February 28, 2023—additional annual cost not to exceed \$65,000 (incl. tax). (OPR 2018-0171 / RFB 4227-17) (Council Sponsor: Council President Beggs)

Contract Renewal 2 of 4 with BrandSafway Services, LLC (Pasco, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2022 through January 31, 2023 —annual cost not to exceed \$100,000 (incl. tax). (OPR 2019-1094 / PW ITB 5130-19) (Council Sponsor: Council President Beggs)

Local Area A&E Professional Services Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 federal aid projects from January 17, 2022 through December 31, 2023—not to exceed \$100,000. (OPR 2022-0013 / ENG 2022059) (Council Sponsor: Council President Beggs)

Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$150,000. (OPR 2022-0014 / ENG 2022060) (Council Sponsor: Council President Beggs)

Consultant Agreement with Bernardo Wills Architects PC, (Spokane, WA) for landscape architecture on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$200,000. (OPR 2022-0015 / ENG 2022061) (Council Sponsor: Council President Beggs)

Acceptance of Grant Funds and Contract for Planning with the Washington State Department of Commerce for Transit-Oriented Development Implementation Grant (TODI)—\$250,000 Revenue. (OPR 2022-0016) (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165)

Acceptance of Grant Funds and Contract with the Washington State Department of Commerce for Housing Action Plan Implementation Grant (HAPI)—\$100,000 Revenue. (OPR 2022-0017) (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165)

Report of the Mayor of pending:

Claims and payments of previously approved obligations, including those of Parks and Library, through December 24, 2021, total \$5,059,621.62 (Check Nos.: 583296-583382; ACH Payment Nos.: 97716-97931), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,181,323.36. (CPR 2021-0002)

Claims and payments of previously approved obligations, including those of Parks and Library, through January 3, 2022, total \$10,710,739.06 (Check Nos.: 583383-583526; ACH Payment Nos.: 97932-98202), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,455,779.36. (CPR 2022-0002)

City Council Meeting Minutes: November 11, November 18, December 2 and December 9, 2021.

Purchase Agreement for four new Pierce Pumper trucks from Hughes Fire Equipment (Springfield, OR)—\$3,305,265.60. (OPR 2022-0023) (Relates to Resolution 2022-0008)(Council Sponsor: Council Member Kinnear)

Emergency Rental Assistance 2 (ERA2) awards to:

- a. Geocko, Inc. d/b/a LiveStories—\$4,072,919 (OPR 2022-0024) and
- b. Carl Maxey Center—\$1,092,500. (OPR 2022-0025)

These funds are intended to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. (Council Sponsor: Council Member Kinnear)

Reallocation of unspent Emergency Solutions Grant – Coronavirus Program (ESG-CV) funds to support an operations deficit at Volunteers of America's Hope House to ensure funding for 80 critical women's emergency shelter beds—\$322,411. (OPR 2022-0026) (Council Sponsor: Council Member Kinnear)

Contract Renewal 3 of 4 with Cerium Networks for Smartnet hardware maintenance and software support for Cisco equipment from January 1, 2022 through December 31, 2022—\$298,096.98 (incl. tax). (OPR 2018-0798 / RFP 4500-18)(Council Sponsor: Council Member Cathcart)

Memorandum of Understanding with the Salvation Army (OPR 2022-0022) (Council Sponsor: Council Member Kinnear) (taken separately)

Upon 3-4 Voice Vote (Council President Beggs and Council Members Kinnear and Wilkerson “aye” and Council Members Bingle, Cathcart, Stratton, and Zappone “no”), the City Council rejected the Memorandum of Understanding with the Salvation Army providing the terms and conditions under which the City would provide funding for initial operating expenses for start-up funding for Bridge Housing—up to \$1,000,000.

Council Recess/Executive Session

The City Council adjourned at 4:16 p.m. No Executive Session was held. The City Council reconvened at 6:04 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Roll Call

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

MAYORAL PROCLAMATION

January 17, 2022 *Martin Luther King Jr. Observance Day in Spokane*
Council Member Wilkerson read the proclamation. The proclamation invites all citizens to participate in a day on, not a day off, to celebrate the civil rights leader's life and legacy. Council President Beggs noted that, due to COVID-19 challenges, there would not be a march this year.

There were no **Administrative Reports**.

BOARD AND COMMISSION APPOINTMENTS

Design Review Board (CPR 1993-0069)

Upon Unanimous Voice Vote, the City Council **approved** the following appointments:

- Appointment of Robert Scarfo and Ryan Brodwat to a three-year term on the Design Review Board to serve from January 1, 2022, to December 31, 2024.

Human Rights Commission (CPR 1991-0068)

Upon 6-1 Voice Vote, the City Council **approved** the following appointment:

- Appointment of Olivia Arballo-Saenz to a three-year term on the Human Rights Commission, to serve from January 1, 2022, to December 31, 2024.

There were no **Council Committee Reports**.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36165 (Council Sponsor: Council Member Kinnear)

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

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36165** amending Ordinance No. C36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage", and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund

1) Increase revenue by \$350,000

a.\$250,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for transit-oriented development implementation (TODI).

b.\$100,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for housing action plan implementation (HAPI).

2)Increase the appropriation level by \$350,000

a.The increased appropriation is provided solely for contractual services in the Miscellaneous Grants Fund.

(This action arises from the need to accept the 2021 TODI & HAPI grants.) (Council Sponsor: Council Member Kinnear)(Relates to Consent Agenda Items OPR 2022-0016 and OPR 2022-0017)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone

Nays: None

Abstain: None

Absent: None

EMERGENCY ORDINANCE

Emergency Ordinance C36164 (as substituted during the 3:30 p.m. Administrative Session) (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)

Council President Beggs provided an overview of Emergency Ordinance C36164. Public testimony was received and Council discussion ensued, after which the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **passed Emergency Ordinance C36164, as substituted**, establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency.

Ayes: Beggs, Kinnear, Stratton, Wilkerson, and Zappone
Nays: Bingle and Cathcart
Abstain: None
Absent: None

RESOLUTIONS

Resolution 2022-0007 (Council Sponsor: Council President Beggs)

Subsequent to a brief overview by Council President Beggs and an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0007** appointing City Council Members to boards, committees, and commissions for 2022.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Resolution 2022-0008 (Council Sponsors: Council President Beggs and Council Member Kinnear)

Subsequent to a brief overview by Council President Beggs and an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0008** authorizing purchase of 4 Pierce Pumper trucks from Hughes Fire Equipment (Springfield, OR) with the specific funding source to be determined by September 1, 2022—\$3,305,265.60. (Relates to Consent Agenda Item No. 12, OPR 2022-0023)(Council Sponsors: Council President Beggs and Council Member Kinnear)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

FINAL READING ORDINANCES

Final Reading Ordinance C36137 (Council Sponsor: Council President Beggs)

Subsequent to a brief overview by Council President Beggs; 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 C36137** relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

There were no **Hearings**.

OPEN FORUM

The following individual spoke during Open Forum:

- Claire Jin
- Anwar Peace

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:47 p.m.

Minutes prepared and submitted for publication in the January 19, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2022.

Breean Beggs
City Council President

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

01/24/2022

Date Rec'd

1/18/2022

Clerk's File #

OPR 2022-0061

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

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

CR# 23238

Agenda Item Name

5300 CISCO PHONE SERVICES SUBSCRIPTION

Agenda Wording

Contract with Cerium for Cisco Calling, Contact Center and Calabrio support and maintenance. 5 year contract total is \$686,107.88 plus applicable tax, paid in 5 annual payments of \$137,221.58 plus tax.

Summary (Background)

Our internal Cisco phone system, 311 and police department Contact Center system, and 311's Calabrio system must be renewed to maintain technical and hardware support. This will be a 5 year contract broken out into 5 annual payments of \$137,221.58 plus tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 137,221.58 plus tax

5300-73200-18850-54804

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

Finance Committee

Division Director

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Cerium - William Junkermier -



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing utilizing WA State Contract# 05819, NASPO# AR3227. Support and maintenance contract term is January 1, 2022 to December 31, 2027.

Summary (Background)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Innovation Technology Services Division (ITSD)
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>1/24/2022</u>
Agenda Item Name	2022 Cisco Phone Services Subscription Renewal
Summary (Background)	<p>Our internal Cisco phone system, 311 and police department Contact Center system, and 311's Calabrio system must be renewed to maintain technical and hardware support. The total cost of the 5-year contract will be divided by the five years and paid annually.</p> <ul style="list-style-type: none"> Cisco Calling, Contact Center and Calabrio support, and maintenance 5-year contract with annual payments 5-year contract total is \$ 686,107.88, plus applicable tax, paid annually at \$ 137,221.58, plus tax, and is fully covered by ITSD budgeted funds. Pricing utilizes NASPO contract NVP #AR3227, WA addendum #05819 Support and maintenance contract term is January 20, 2022 to January 19,2027
Proposed Council Action & Date:	Final pass on January 24, 2022
Fiscal Impact: Total Cost: \$137,221.58 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The phone system call quality, call volume, availability, and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the service and analyzes other vendor's and competing vendors' solutions for improvements and cost advantages over the current solution.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our phone systems both internally and for the public.



City of Spokane

CONTRACT

Title: **CISCO COLLABORATION FLEX PLAN 3.0,
FLEX CONTACT CENTER AND CALABRIO
PROFESSIONAL SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CERIUM NETWORKS, INC.**, whose address is 1636 West First Avenue, Spokane, Washington 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Cisco Collaboration Flex Plan 3.0, Flex Contact Center and Calabrio Professional Services, in accordance with Company's Quote dated January 18, 2022, attached as Exhibit B. Company was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 05819. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin January 20, 2022, and run through January 19, 2027, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company **SIX HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SEVEN AND 88/100 DOLLARS (\$686,107.88)**, plus tax, payable in five (5) annual payments of **\$137,221.58**, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

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

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

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

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

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

CERIUM NETWORKS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's January 18, 2022 Quote

22-020

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B



Cerium Networks, Inc.
1636 West 1st Avenue
Spokane, WA 99201
800-217-0933
csc@ceriumnetworks.com

QUOTE

Project # CERQ96140-1

Date 01/18/22

Sales Rep. Jeff Lynch

jlynch@ceriumnetworks.com

Sold To:

City of Spokane
Theresa Pellham
808 W. Spokane Falls Blvd.
7th Floor - City Hall
Spokane, WA 99201

Ship To:

City of Spokane
Theresa Pellham
808 W. Spokane Falls Blvd.
7th Floor - City Hall
Spokane, WA 99201

Spokane Location:

1636 West 1st Avenue
Spokane, WA 99201
800-217-0933

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1	1	CISCO NVP #AR3227, WA Addendum #05819		
2				
3		Due to announced Cisco product price increases, all pricing is valid until 28 JAN 2022		
4				
5		Quotation reflects pricing for licensing and subscriptions only. Hardware and services to address upgrades to be quoted separately.		
6				
7		CALLING + CONTACT CENTER TOTAL ANNUAL COST: \$137,221.57. DOES NOT INCLUDE WASHINGTON STATE SALES TAX		
8				
9	1	Collaboration Flex Plan 3.0 - Initial Term: 60.00 Change Requested Date: 20-Jan-2022 Billing Model: Annual Billing	\$0.00	\$0.00
10	1	Basic Support for Flex Plan	\$0.00	\$0.00
11	1,525	EntW On-Premises Calling	\$318.07	\$485,056.75
12	1	Session Manager (1)	\$0.00	\$0.00
13	3,050	SRST Endpoints (1)	\$0.00	\$0.00
14	1,830	On-Premises Smart License - EA (1)	\$0.00	\$0.00
15	305	Access Smart License (1)	\$0.00	\$0.00
16	763	Common Area Smart License (1)	\$0.00	\$0.00
17	1,830	Unity Connection Smart License (1)	\$0.00	\$0.00
18	4,575	Emergency Responder Smart License (1)	\$0.00	\$0.00
19	1	Expressway Product Authorization Key (1)	\$0.00	\$0.00
20	1	On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	\$0.00	\$0.00
21	1,830	Cloud Connected UC EA Standard ENT	\$0.00	\$0.00
22	1,830	Cloud Device Registration Entitlement	\$0.00	\$0.00
23	1,830	Messaging Entitlement	\$0.00	\$0.00

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Page 1

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
24	36,600	File Storage Entitlement	\$0.00	\$0.00
25	1,830	Pro Pack for Cisco Control Hub Entitlement	\$0.00	\$0.00
26	305	Expressway Rich Media Session (1)	\$0.00	\$0.00
27		SubTotal		\$485,056.75
28				
29	1	Flex Contact Center - Requested Start Date: 20-Jan-2022 Requested For: 60.00 Months From 20-Jan-2022 to 19-Jan-2027 Billing Frequency: Annual Billing	\$0.00	\$0.00
30	1	Basic Support for Flex Plan	\$0.00	\$0.00
31	6	Flex CC On-Premises UCCX Premium Concurrent Agent	\$2,019.28	\$12,115.68
32	1	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	\$0.00	\$0.00
33	1	On-Premises UCCX Standard & Premium Media Kit v12.5	\$0.00	\$0.00
34	1	On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6)	\$0.00	\$0.00
35	6	On-Premises UCCX Premium Agent License v12.5	\$0.00	\$0.00
36	100	Flex CC On-Premises UCCX Standard Concurrent Agent	\$1,551.06	\$155,106.00
37	100	On-Premises UCCX Standard Agent License v12.5 (12.6)	\$0.00	\$0.00
38	0	Call Recording for WFO Overage	\$0.00	\$0.00
39	25	Quality Management Named Agent Entitlement	\$0.00	\$0.00
40	25	Quality Management Named Agent	\$1,315.59	\$32,889.75
41	5	Call Recording with WFO	\$187.94	\$939.70
42	0	Quality Management Named Agent Overage	\$0.00	\$0.00
43	5	Call Recording with WFO Entitlement	\$0.00	\$0.00
44		SubTotal		\$201,051.13
45				
46	1	CISCO LEARNING CREDITS	\$0.00	\$0.00
			Subtotal	\$686,107.88

Any professional services pricing is budgetary and based on the current equipment configuration. A formal Design Assurance review and signed Scope of Project is required prior to final pricing delivery and contract acceptance.

**License Information:**[New search](#) [Back to results](#)**Entity name:** CERIUM NETWORKS, INC.**Business name:** CERIUM NETWORKS, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-569-046**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 1636 W 1ST AVE
SPOKANE WA 99201-6010**Mailing address:** 1636 W 1ST AVE
SPOKANE WA 99201-6010**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this loc	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T11080789BU			Active	Dec-31-2022	Oct-15-2012



Governing people	Title
JUNKERMIER, ROGER	
JUNKERMIER, WILLIAM	
View Additional Locations	
The Business Lookup information is updated nightly. Search date and time: 1/10/2022 8:48:27 AM	

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CERINET-01

SBULGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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

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

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: PHONE (A/C, No, Ext): (509) 838-3501		FAX (A/C, No): (509) 838-3511
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Atlantic Specialty Insurance Company		27154
	INSURER B : ACE American Insurance Company		22667
	INSURER C : Travelers Casualty and Surety Company		19038
INSURED Cerium Networks, Inc. 1636 W 1st Ave Spokane, WA 99201	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			711-01-44-36-0007	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			711-01-44-36-0007	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			711-01-44-36-0007	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4060436170004	12/31/2020	12/31/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			D94919551	5/15/2021	5/15/2022	\$100,000 Deductible 5,000,000
C	Crime			105615666	5/15/2021	5/15/2022	\$50,000 Deductible 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

01/24/2022

Date Rec'd

1/19/2022

Clerk's File #

OPR 2018-0230

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

CR23250

Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Beth Kennar and Summit Law Group for representation in Public Safety Employee collective bargaining and related labor issues. Adding an additional \$75,000.00 for contract total of \$124,000.00.

Summary (Background)

This contract was entered into for bargaining related to the negotiations with the Guild for the current labor agreement. Since there was financial capacity existing on that contract, Summit continued to provide services for both police and fire employee groups in bargaining. The City has now entered into, or is about to enter into, bargaining with the Guild, Lieutenants and Captains, Local 29 and SAFO, which could take substantial time.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 75,000

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

1/24/22 Finance Committee

Division Director**Council Sponsor**

Council Member Wilkerson

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

bethk@summitlaw.com

For the Mayor

ORMSBY, MICHAEL

mormsby@spokanecity.org

Additional Approvals

msteinolfson@spokanecity.org

Purchasing

sdhansen@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
SPECIAL COUNSEL

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

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

WHEREAS, additional funds are necessary and the Firm's Fee Schedule has been updated, thus the original Contract needs to be formally Amended by this written document; and

Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS.

The Contract dated December 4, 2017 and March 28, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$124,000.00)**.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Attachments that are part of this Contract:

Amended Fee Schedule

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

22-012

AMENDED FEE SCHEDULE

HOURLY RATES

Beth Kennar – Partner	\$350.00 per hour
Michael Bolasina – Partner	\$350.00 per hour
Otto Klein – Partner	\$375.00 per hour
Donna Murbach – Paralegal	\$220.00 per hour
Kristen Oxwang, Paralegal	\$220.00 per hour

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements And Out-Of-Pocket Expenses
 - Computerized Legal Research
 - Court Reporter Appearance Fees
 - Deposition (Transcription and/or Video) Fees
 - Fees For Retrieval of Records
 - Mediation Or Arbitration Fees
 - Court Costs And Filing Fees
 - Payments To Outside Investigators
 - Expert Witnesses And/Or Expert Consultants
 - Court Transcripts
 - Demonstrative Aids
 - Witness Fees
 - Mileage (See General Conditions)
 - All Other Items For Which The Firm May Advance Or Incur Costs For The City's Benefit

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

01/24/2022

Date Rec'd

1/19/2022

Clerk's File #

OPR 2020-0600

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

CR23251

Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Outside Counsel Contract Amendment adding an additional \$20,000.00 for a contract total of \$70,000.00.

Summary (Background)

This contract is with attorney Tom McLane to represent the City and the Spokane Police Department in an arbitration matter brought by the Spokane Police Guild on behalf of Officer Kris Henderson. (This is the officer who kicked an arrestee in the groin). The Arbitration turned out to be more drawn out than was expected and this requested contract increase also covers the City's share of the Arbitrator's bill.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 20,000

Select \$

Select \$

Select \$

Budget Account

0020-88100-18900-54105

#

#

#

Approvals**Dept Head**

PICCOLO, MIKE

Division Director**Council Notifications****Study Session\Other**

1/24/2022 Finance

Council SponsorCouncil Member
Wilkerson**Finance**

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Distribution List

twm@twmclanelaw.com

mormsby@spokanecity.org

msteinolfson@spokanecity.org

sdhansen@spokanecity.org

Additional Approvals**Purchasing**



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THE LAW FIRM OF THOMAS W. MCLANE, PLLC**, whose address is 103 East Indiana Avenue, Suite A, Spokane, Washington 99207, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel representing the City and Spokane Police Department in an arbitration regarding police officer Kris Henderson, and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 12, 2020 and July 14, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

**THE LAW FIRM OF
THOMAS W. MCLANE, PLLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

22-013

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

01/24/2022

Date Rec'd

1/19/2022

Clerk's File #

OPR 2022-0072

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

FINANCE, TREASURY & ADMIN

Contact Name/Phone

MICHELLE MURRAY 625-6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0300 CONVENTION CENTER WARMING SHELTER - GUARDIANS

Agenda Wording

Convention Center Warming Shelter - Guardians

Summary (Background)

Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter, food and portable toilets. The Guardians provided services such as supervision, food and portable toilets during the period of 12/26/21 - 1/9/22 due to the emergency need of providing an Emergency Community Warming Shelter during a period of extreme cold weather for the population of individuals that are homeless.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 187,000.00

0300.5310.65410.54201.99999

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

1/24/22 Finance

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

laga@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

aduffy@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance

Submitting Department	Finance
Contact Name & Phone	Michelle Murray 625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Convention Center Warming Shelter - Guardians
Summary (Background)	<p>Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter, food and portable toilets.</p> <p>The Guardians provided services such as supervision, food and portable toilets during the period of 12/26/21 - 1/9/22 due to the emergency need of providing an Emergency Community Warming Shelter during a period of extreme cold weather for the population of individuals that are homeless.</p>
Proposed Council Action & Date:	1/24/2022
Fiscal Impact: Total Cost: <u>\$187,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This is not applicable in this case.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This is not applicable in this case.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

This is not applicable, although there is data collected on the usage of the shelter. According to the Spokesman Review on January 10, 2022, the Convention Center’s usage as a shelter began “with an initial capacity of 150 people, but it scaled up to accommodate as many as 343 people at its peak. On the night prior to its closure, 148 people were in the shelter.”

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the City of Spokane’s policy for providing temporary warming centers when low-barrier shelter occupancy is high and temperatures are forecasted to be below 32 degrees F. The Convention Center was used as a shelter out of necessity to meet the requirements of SMC that were set forth July 12, 2021 (SMC Section 18.05.020).



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **TEMPORARY SHELTER SERVICES AT
SPOKANE CONVENTION CENTER**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Guardians Foundation, Inc.**, whose address is 115 North Stone Street, Spokane, Washington 99202, as ("Guardian"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide Temporary Warming Center Shelter Services at the Spokane Convention Center to City of Spokane community; and

WHEREAS, the Guardian was selected using emergency procurement as allowed by the City of Spokane's Emergency Justification Process.

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

1. SCOPE OF SERVICES.

Program services shall provide staff and operation of an Emergency Warming Shelter at the Spokane Convention Center pursuant to the Emergency Justification Form attached hereto.

2. TERM OF AGREEMENT.

The term of this Agreement begins on December 22, 2021, and shall run through January 11, 2022, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Guardian's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$187,000.00)**, including tax if applicable, unless modified by a written amendment to this Agreement in accordance with the Invoice attached as Exhibit B. The Parties agree to a ten percent charge for indirects. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Guardian shall submit its Invoice (Exhibit B) for payment to City of Spokane Finance Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of Guardian's application except as provided by state law. If the City objects to all or any portion of the invoice,

it shall notify Guardian and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

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

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

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

Guardian shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by Guardian shall incorporate by reference this Agreement, except as otherwise provided.

Guardian shall ensure that all subcontractor comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release Guardian from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to Guardian shall be safeguarded by Guardian. Guardian shall make such data, documents and files available to the City upon the City's request. If the City's use of Guardian's records or data is not related to this project, it shall be without liability or legal exposure to Guardian.

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. Guardian, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, Guardian shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by Guardian after the time the same shall have become due nor payment to Guardian for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and Guardian. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GUARDIAN FOUNDATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Guardian's Invoice

Emergency Justification Form

22-005

EXHIBIT A

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

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

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

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

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

EXHIBIT B



EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Description of Product/Service: Provider Services such as supervision, food and portable toilets for Emergency Community Warming Shelter

Requisition Number: _____

Estimated amount of this purchase: \$ 187,000

Contract Period: 12/26/21 - 01/09/22

Department: 0300 Contact Person: Michelle Murray Phone: 509-625-6320

Due Date: _____ Work must be completed by: 1/9/22

Date Material/Equipment/Supplies must be delivered by: 1/9/22

Location: Spokane Convention Center

Date Service must begin by: 12/26/21

Please provide the following information in order to document justification of an emergency noncompetitive procurement.

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

☐ The item is available only from a single source

☒ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

☐ After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Provider services such as supervision, food and portable toilets during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a Emergency Community Warming Shelter during a period of extreme cold weather for the population of individuals that are homeless.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

Due to extreme cold temperatures there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter, food and portable toilets.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

This agreement is for provider services such as supervision, food, portable toilets and repairs for a period of 15 days from 12/26/21-1/9/22.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Due to extreme cold weather forecasts that became known on or around 12/23/21 the decision was made to temporarily stand up an Emergency Community Warming Shelter beginning on 12/26/21. Three days was not enough time to complete a full procurement process.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

Requested Vendor: Guardians
Foundation

Vendor's Address: 115 N Stone Spokane, WA 99202

Vendor Contact: Michael Shaw, Executive Director Phone: (208) 449-1210

If the cost of the noncompetitive procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Michelle Murray Digitally signed by Michelle Murray
Date: 2022.01.18 17:14:01 -08'00'

Signature of Requestor
(Must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date



The Guardians Foundation, Inc.

115 North Stone St. Spokane, WA 99202
(208) 449-1210

Emergency Warming Center Invoice
Service Dates 12/22/2021-12/31/2021
Prep work 12/22-12/25/2021 Operations 12/26-12/31/2021

Payroll	December Payroll	\$	27,394.11
Laundry	80 loads @ \$25 each	\$	2,000.00
Supplies	Soup service, Operational Supplies	\$	4,433.80
Meals	Sandwich Service	\$	3,636.00
Portable Toilets	American On-Site	\$	5,176.00
Subtotal		\$	42,639.91
	10% indirect cost	\$	4,263.99
Total		\$	46,903.90

Payable to The Guardians Foundation, Inc.

“Because too many of the missing are right in front of us”

The Guardians Foundation, Inc. is a 501©3 nonprofit organization, Federal Tax ID # 45-1625374



The Guardians Foundation, Inc.

115 North Stone St. Spokane, WA 99202
(208) 449-1210

Emergency Warming Center Invoice
Service Dates 1/1/2022-1/11/2022
Demobilization 1/10-1/11/2022 Operations Dates 1/1/-1/9/2022

Payroll	Estimated Payroll - 2426.7 hours	\$ 109,040.80
Laundry	170 loads @ \$25 each	\$ 4,250.00
Supplies	Soup service, Operational Supplies	\$ 5,447.65
Transportation	Closing Transport	\$ 800.00
Meals	Sandwich Service	\$ 6,923.82
<i>Subtotal</i>		\$ 126,462.27
	10% indirect cost	\$ 12,646.23
Total		\$ 139,108.50

Payable to The Guardians Foundation, Inc.

“Because too many of the missing are right in front of us”

The Guardians Foundation, Inc. is a 501©3 nonprofit organization, Federal Tax ID # 45-1625374

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

01/24/2022

Date Rec'd

1/20/2022

Clerk's File #

OPR 2022-0073

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

FINANCE, TREASURY & ADMIN

Contact Name/Phone

MICHELLE MURRAY 625-6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0300 CONVENTION WARMING CENTER ISS FACILITY SERVICES

Agenda Wording

Request for funding to pay for costs of custodial and disinfecting services at Convention Center Warming Shelter

Summary (Background)

Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter and food. ISS Facility Services provided custodial and disinfecting services during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a community warming shelter during a period of extreme cold weather.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 50,267.43

0300.53010.65410.54201.99999

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

1/24/22 Finance

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

laga@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

aduffy@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance

Submitting Department	Finance
Contact Name & Phone	Michelle Murray
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Convention Center Warming Shelter – ISS Facility Services (Janitorial)
Summary (Background)	<p>Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter and food.</p> <p>ISS Facility Services provided custodial and disinfecting services during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a community warming shelter during a period of extreme cold weather.</p>
Proposed Council Action & Date:	1/24/2022
Fiscal Impact: Total Cost: \$50,267.43 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This is not applicable in this case.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This is not applicable in this case.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This is not applicable, although there is data collected on the usage of the shelter. According to the Spokesman Review on January 10, 2022, the Convention Center's usage as a shelter began "with an initial capacity of 150 people, but it scaled up to accommodate as many as 343 people at its peak. On the night prior to its closure, 148 people were in the shelter."

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the City of Spokane's policy for providing temporary warming centers when low-barrier shelter occupancy is high and temperatures are forecasted to be below 32 degrees F. The Convention Center was used as a shelter out of necessity to meet the requirements of SMC that were set forth July 12, 2021 (SMC Section 18.05.020).



City of Spokane

**PREVENTATIVE MAINTENANCE
AGREEMENT**

Title: **CLEANING SERVICES FOR CONVENTION
CENTER WARMING SHELTER**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ISS FACILITY SERVICES, INC. dba SANITORS SERVICES, INC.**, whose address is 505 West Riverside Avenue, Suite 500, Spokane, Washington 99201, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Enhanced Cleaning and Disinfecting Services for the Convention Center Warming Shelter; and

WHEREAS, the Contractor was procured through the Emergency Justification Process.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Contractor's Invoice No. 1589502, 1589503, and 1589504, which are attached as Exhibit C. In the event of a conflict or discrepancy in the Contract documents, this City Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on December 26, 2021, and shall run through January 9, 2022, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Contract shall not exceed **FIFTY THOUSAND TWO HUNDRED SIXTY-SEVEN AND 43/100 DOLLARS (\$50,267.43)**, plus applicable sales tax, unless modified by a written amendment to this Contract.

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

4. TAXES, FEES AND LICENSES.

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

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

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

5. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

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

9. INSURANCE.

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor

shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

11. INDEPENDENT CONTRACTOR.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

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

14. STANDARD OF PERFORMANCE.

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

15. ANTI KICK-BACK.

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

16. CONSTRUAL.

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

17. DEBARMENT AND SUSPENSION.

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

18. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the

breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

**ISS FACILITY SERVICES, INC.
dba SANITORS SERVICES, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Attachment A – Certification Regarding Debarment

Attachment B – Certification of Compliance with Wage Payment Statutes

Attachment C - Invoice No. 1589502, 1589503, and 1589504

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



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

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

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

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

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

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

ATTACHMENT C



**EMERGENCY NONCOMPETITIVE PROCUREMENT
JUSTIFICATION FORM**

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Description of Product/Service: Custodial Services for Emergency Community Warming Shelter

Requisition Number: _____

Estimated amount of this purchase: \$ 50,267.43

Contract Period: 12/26/21 - 01/09/22

Department: 0300 Contact Person: Michelle Murray Phone: 509-625-6320

Due Date: _____ Work must be completed by: 1/9/2022

Date Material/Equipment/Supplies must be delivered by: _____

Location: Spokane Convention Center

Date Service must begin by: 12/26/21

Please provide the following information in order to document justification of an emergency noncompetitive procurement.

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

☐ The item is available only from a single source

☒ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

☐ After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Custodial and disinfecting services during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a community warming shelter during a period of extreme cold weather.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

Due to extreme cold temperatures there was an emergency need to stand up a temporary community warming shelter for the homeless population to provide shelter and food.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

This agreement is to provide custodial and disinfecting services for a period of 15 days from 12/26/21-1/9/22.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Due to extreme cold weather forecasts that became known on or around 12/23/21 the decision was made to temporarily stand up a community warming shelter beginning on 12/26/21. Three days was not enough time to complete a full procurement process.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

N/A

ISS Facility
Requested Vendor: Services

334 W Spokane Falls Blvd Spokane, WA 99201
Vendor's Address: _____

Nic Lawrence
Vendor Contact: _____ Phone: _____

If the cost of the noncompetitive procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Michelle Murray Digitally signed by Michelle Murray
Date: 2022.01.13 18:20:20 -08'00'

Signature of Requestor
(Must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date



REMIT TO: ISS FACILITY SERVICES PHOENIX
PO BOX 844279
BOSTON MA 02284-4279

INVOICE	
INVOICE NUMBER 1589502	INVOICE DATE 01/13/2022
CUSTOMER PO	CUSTOMER NUMBER 362074
PROJECT/JOB 5020264	SALES ORDER # 27872 - S1
WORKORDER # 247517	INVOICE TOTAL 4,883.19

BILL TO: 362074

CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

SERVICE LOCATION: 362105

SPOKANE CENTER EVENTS
334 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

PROJECT TITLE : Warming Center 12-26 to 12/28		CUSTOMER COST CENTER:
TERMS: Net 30 Days (default)	DATE OF ORDER: 01/13/2022	INQUIRIES: BILLING@US.ISSWORLD.COM

LINE #	ITEM NUMBER	DESCRIPTION	EXTENDED PRICE
1	143812	DAY PORTER	2,258.10
2	143812	POST EVENT CLEANING	150.54
3	143812	ES SPRAY	2,394.00
4	143812	OVERNIGHT CLEAN SUP	80.55

SUBTOTAL	TAX	TOTAL
		4,883.19

PROJECT DETAIL: Warming Center 12/26/2021 thru 12/28/2021



TERMS AND CONDITIONS

Parties. This Agreement is by and between Customer and ISS Facility Services, Inc. ("ISS") for the provision of the Services described on page 1 of this Agreement. Customer and ISS are each a "Party" and, together, are the "Parties."

ISS Services. ISS will perform the Services as described on page 1. ISS will be responsible for complying with Customer specified background check requirements, badging, and security requirements at Customer's expense.

Payment. Customer shall remit payment to ISS for ISS's performance of the Services no later than thirty (30) days after receipt of ISS's invoice for its performance of the Services.

Compliance with Laws and Policies. Customer and ISS shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Agreement. ISS employees and subcontractors will comply with applicable Customer rules, policies, and procedures at each Customer Site regarding security, safety, health, personal and professional conduct if provided by Customer to ISS in writing.

Confidentiality. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the other Party's Confidential Information that has been disclosed to it. Confidential Information is defined as information that: (i) is not in the public domain in any form or not otherwise available on a non-confidential basis from a source entitled to disclose such information, or (ii) information that a reasonable person would normally recognize as proprietary including pricing. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will the recipient exercise less than reasonable care in protecting such Confidential Information. Except as otherwise provided herein, each recipient will only disclose the other Party's Confidential Information on a need-to-know basis to its employees, and to its agents, consultants or contractors or their respective employees, each of which is subject to confidentiality obligations substantially similar to those contained in this Agreement. Nothing herein will prevent either Party from supplying such Confidential Information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as a Party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles including, without limitation, statements or disclosures to such Party's lawyers or accountants.

ISS Indemnification. Solely to the extent caused by ISS's negligence, gross negligence, or willful misconduct, ISS will indemnify and hold harmless Customer, its affiliates and their respective shareholders, directors, partners, officers, employees and representative ("Customer Indemnified Parties"), from and against any and all third Party claims, actions, losses, liabilities, damages, and related costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively "Claims") if based on breach of ISS's obligations regarding Confidential Information, personal injury including death, or real or personal property damage.

Customer Indemnification. To the extent caused by Customer's negligence, gross negligence, or willful misconduct, Customer will indemnify and hold harmless ISS, its affiliates and their respective shareholders, directors, partners, officers, employees and representatives ("ISS Indemnified Parties"), from and against any and all third Party Claims if based on Customer's breach of Customer's obligations regarding Confidential Information, personal injury including death, or real or personal property damage.

LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE FOR INDIRECT, EXEMPLARY, UNFORESEEABLE, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, PUNITIVE OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL DIRECT DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES OR LOSSES INCURRED BY ISS UNDER THIS AGREEMENT INCLUDING WITH RESPECT TO INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNTS PAID TO ISS UNDER THIS AGREEMENT.

Termination. This Agreement may be terminated by either Party if the other Party fails to cure a material breach of this Agreement with thirty (30) days' written notice. In addition, this Agreement may be terminated by either Party immediately if the other Party files a petition in any bankruptcy, reorganization, insolvency, liquidation or similar proceeding or any proceeding for relief under bankruptcy or similar law will be instituted against the other Party and not dismissed or stayed within thirty (30) days. In the event of a bankruptcy of Customer, and to the extent the automatic stay would apply, Customer consents to ISS having relief from the automatic stay to terminate the Agreement.

Effect of Termination. Following any termination of this Agreement for any reason, both Parties will use reasonable efforts to wind up the relationship hereby created in an orderly and efficient manner. If this Agreement is terminated by ISS or Customer for any reason, except for Service Fees disputed in good faith, ISS will be entitled to payment for the Services performed and related expenses up to the termination date. Each Party will return or destroy all of the other Party's Confidential Information upon termination of this Agreement. Upon the expiration or termination of this Agreement, ISS will remove ISS's equipment and supplies from Customer's site(s). If Customer's specifications for this Agreement require ISS purchase capital equipment valued at more than \$1,000 and Customer terminates this Agreement prior to expiration of the Agreement, Customer will buy back the capital equipment acquired by ISS at remaining book value or by buying out the lease for the capital equipment, as applicable.

ISS Ownership of ISS Information. ISS will retain all right, title and interest in and to ISS's services, processes, know-how, and all proprietary and Confidential Information ("ISS Information"). Customer will have no right or license in or to the ISS Information. Unless explicitly stated in writing, ISS will own all right, title, and interest in the technology, processes, or other inventions developed during the Term by ISS.

Insurance. ISS will comply with the following requirements relating to insuring its business and operations, and will show evidence of insurability by providing to Customer certificates of insurance Customer in at least the following minimum amounts: Commercial general liability insurance, including contractual liability coverage, on an occurrence basis of \$2,000,000; Business auto liability, covering all automobiles and other motor vehicles, whether owned, leased or otherwise hired, to afford protection for bodily injury and property damage, combined: \$1,000,000 each accident; Workers' Compensation insurance; required statutory limits; Employer's Liability, \$1,000,000 and Employee Crime Coverage, \$1,000,000 coverage. All such insurance policies will name Customer as an additional insured. ISS's naming of Customer and Customer's designated Parties as additional insured under its insurance policies pursuant to this Agreement will in no event be construed for any purpose so as to make ISS or its insurer liable for the acts or omissions of the Customer and Customer's designated Parties. ISS will cause all insurance required by this Agreement to be in full force and effect throughout the term of this Agreement. ISS will not take an action, or omit to take any action that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

Assignment. Neither Party will assign any right or obligation under this Agreement without the other Party's written consent. Any attempted assignment will be void. Notwithstanding the above, ISS may assign this Agreement, in whole or in part, to (i) any affiliate; or (ii) any company into which ISS may merge or consolidate. All rights, obligations, duties and interests of any Party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such Party and will survive any acquisition, merger, reorganization or other business combination to which it is a Party.

Dispute Resolution. Any disputes between Customer and ISS, including, but not limited to, those arising out of or related to this Agreement ("Disputed Matters") will first be attempted to be resolved amicably by the Parties. If Disputed Matters cannot be resolved amicably, the Disputed Matters should be referred jointly to executives of each. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the Parties agree to complete mediation within sixty (60) days in San Antonio, Texas under the then-current mediation procedures used by JAMS. If the Parties are unable to resolve the Disputed Matters in mediation, then either Party may pursue filing a lawsuit in state or federal court in San Antonio, Texas.

Notices. All notices, demands and requests given by any Party to the other Party and addressed as stated on the first page of this Agreement will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via certified mail, return receipt requested; or (iii) received from a national overnight delivery service.

Non-Solicitation. During the Term and for six (6) months thereafter, neither Party will, directly or indirectly, solicit for employment, offer employment to or employ any current or former employees of the other Party or its affiliates who then is or was involved, in any material respect, in the provision or receipt of the Services under this Agreement, without the prior written consent of the other Party; provided, that nothing in this section will be deemed to prohibit ISS or Customer from soliciting or hiring anyone who responds to a general solicitation for employment, such as newspaper employment advertising or job posting websites, not aimed at the other Party's employees.

Labor Agreements. Customer acknowledges that ISS may be Party to collective bargaining agreements which govern ISS's dealing with union employees. Any direction of Customer concerning union employee is subject to the provisions of the applicable labor agreement(s). In the event Customer insists on a direction contravening an applicable labor agreement, Customer will indemnify and hold harmless ISS for any and all costs and damages arising out of ISS's compliance with Customer's directions.

Independent Contractor Status. ISS is an independent contractor, and is not an employee or agent, of Customer. Neither Party will be authorized to bind or purport to bind the other Party or be entitled or eligible to participate in or receive benefits nor privileges provided or extended by the other Party to such other Party's directors, partners, shareholders, trustees, officers, employees, agents or representatives.

No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the Parties will rest in the state or federal courts located in Bexar County, Texas.

Entire Agreement/Order of Precedence. This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof, except that, in the event that Customer and ISS are parties to a master services agreement or other contract for the provision of services by ISS to Customer, such other agreement will take precedence over the terms of this Agreement.

Force Majeure. Except for payment obligations or compliance with applicable rules, regulations and laws, each Party will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such Party, including, without limitation, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

Amendments; Waivers. No modification, amendment or waiver of any provision of this Agreement, including its incorporated Attachments, will be effective unless the same will be in writing and signed by both Parties.

Severability. The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.



REMIT TO: ISS FACILITY SERVICES PHOENIX
PO BOX 844279
BOSTON MA 02284-4279

INVOICE	
INVOICE NUMBER 1589503	INVOICE DATE 01/13/2022
CUSTOMER PO	CUSTOMER NUMBER 362074
PROJECT/JOB 5020264	SALES ORDER # 28609 - S1
WORKORDER # 248260	INVOICE TOTAL 11,346.06

BILL TO: 362074

CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

SERVICE LOCATION: 362105

SPOKANE CENTER EVENTS
334 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

PROJECT TITLE : SCC Warming Center Dec 29-31		CUSTOMER COST CENTER:
TERMS: Net 30 Days (default)	DATE OF ORDER: 01/13/2022	INQUIRIES: BILLING@US.ISSWORLD.COM

LINE #	ITEM NUMBER	DESCRIPTION	EXTENDED PRICE
1	143812	DAILY CLEANING AND TP DISINFEC	5,080.05
2	143812	POST EVENT CLEANING	1,016.01
3	143812	ELECTROSTATIC SPRAY	5,250.00

SUBTOTAL	TAX	TOTAL
		11,346.06

PROJECT DETAIL:



TERMS AND CONDITIONS

Parties. This Agreement is by and between Customer and ISS Facility Services, Inc. ("ISS") for the provision of the Services described on page 1 of this Agreement. Customer and ISS are each a "Party" and, together, are the "Parties."

ISS Services. ISS will perform the Services as described on page 1. ISS will be responsible for complying with Customer specified background check requirements, badging, and security requirements at Customer's expense.

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ISS Indemnification. Solely to the extent caused by ISS's negligence, gross negligence, or willful misconduct, ISS will indemnify and hold harmless Customer, its affiliates and their respective shareholders, directors, partners, officers, employees and representative ("Customer Indemnified Parties"), from and against any and all third Party claims, actions, losses, liabilities, damages, and related costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively "Claims") if based on breach of ISS's obligations regarding Confidential Information, personal injury including death, or real or personal property damage.

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Insurance. ISS will comply with the following requirements relating to insuring its business and operations, and will show evidence of insurability by providing to Customer certificates of insurance Customer in at least the following minimum amounts: Commercial general liability insurance, including contractual liability coverage, on an occurrence basis of \$2,000,000; Business auto liability, covering all automobiles and other motor vehicles, whether owned, leased or otherwise hired, to afford protection for bodily injury and property damage, combined: \$1,000,000 each accident; Workers' Compensation insurance; required statutory limits; Employer's Liability, \$1,000,000 and Employee Crime Coverage, \$1,000,000 coverage. All such insurance policies will name Customer as an additional insured. ISS's naming of Customer and Customer's designated Parties as additional insured under its insurance policies pursuant to this Agreement will in no event be construed for any purpose so as to make ISS or its insurer liable for the acts or omissions of the Customer and Customer's designated Parties. ISS will cause all insurance required by this Agreement to be in full force and effect throughout the term of this Agreement. ISS will not take an action, or omit to take any action that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

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Dispute Resolution. Any disputes between Customer and ISS, including, but not limited to, those arising out of or related to this Agreement ("Disputed Matters") will first be attempted to be resolved amicably by the Parties. If Disputed Matters cannot be resolved amicably, the Disputed Matters should be referred jointly to executives of each. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the Parties agree to complete mediation within sixty (60) days in San Antonio, Texas under the then-current mediation procedures used by JAMS. If the Parties are unable to resolve the Disputed Matters in mediation, then either Party may pursue filing a lawsuit in state or federal court in San Antonio, Texas.

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Non-Solicitation. During the Term and for six (6) months thereafter, neither Party will, directly or indirectly, solicit for employment, offer employment to or employ any current or former employees of the other Party or its affiliates who then is or was involved, in any material respect, in the provision or receipt of the Services under this Agreement, without the prior written consent of the other Party; provided, that nothing in this section will be deemed to prohibit ISS or Customer from soliciting or hiring anyone who responds to a general solicitation for employment, such as newspaper employment advertising or job posting websites, not aimed at the other Party's employees.

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Independent Contractor Status. ISS is an independent contractor, and is not an employee or agent, of Customer. Neither Party will be authorized to bind or purport to bind the other Party or be entitled or eligible to participate in or receive benefits nor privileges provided or extended by the other Party to such other Party's directors, partners, shareholders, trustees, officers, employees, agents or representatives.

No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the Parties will rest in the state or federal courts located in Bexar County, Texas.

Entire Agreement/Order of Precedence. This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof, except that, in the event that Customer and ISS are parties to a master services agreement or other contract for the provision of services by ISS to Customer, such other agreement will take precedence over the terms of this Agreement.

Force Majeure. Except for payment obligations or compliance with applicable rules, regulations and laws, each Party will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such Party, including, without limitation, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

Amendments; Waivers. No modification, amendment or waiver of any provision of this Agreement, including its incorporated Attachments, will be effective unless the same will be in writing and signed by both Parties.

Severability. The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.



REMIT TO: ISS FACILITY SERVICES PHOENIX
PO BOX 844279
BOSTON MA 02284-4279

INVOICE	
INVOICE NUMBER 1589504	INVOICE DATE 01/13/2022
CUSTOMER PO	CUSTOMER NUMBER 362074
PROJECT/JOB 5020264	SALES ORDER # 28610 - S1
WORKORDER # 248261	INVOICE TOTAL 34,038.18

BILL TO: 362074

CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

SERVICE LOCATION: 362105

SPOKANE CENTER EVENTS
334 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201-0212

PROJECT TITLE : SCC Warming Cntr Jan 1-9, 2022		CUSTOMER COST CENTER:
TERMS: Net 30 Days (default)	DATE OF ORDER: 01/13/2022	INQUIRIES: BILLING@US.ISSWORLD.COM

LINE #	ITEM NUMBER	DESCRIPTION	EXTENDED PRICE
1	143812	DAILY CLEANING TP DISINFECTION	15,240.15
2	143812	POST EVENT CLEANING	3,048.03
3	143812	ELECTROSTATIC SPRAY DISINFECTI	15,750.00

SUBTOTAL	TAX	TOTAL
		34,038.18

PROJECT DETAIL:



TERMS AND CONDITIONS

Parties. This Agreement is by and between Customer and ISS Facility Services, Inc. ("ISS") for the provision of the Services described on page 1 of this Agreement. Customer and ISS are each a "Party" and, together, are the "Parties."

ISS Services. ISS will perform the Services as described on page 1. ISS will be responsible for complying with Customer specified background check requirements, badging, and security requirements at Customer's expense.

Payment. Customer shall remit payment to ISS for ISS's performance of the Services no later than thirty (30) days after receipt of ISS's invoice for its performance of the Services.

Compliance with Laws and Policies. Customer and ISS shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Agreement. ISS employees and subcontractors will comply with applicable Customer rules, policies, and procedures at each Customer Site regarding security, safety, health, personal and professional conduct if provided by Customer to ISS in writing.

Confidentiality. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the other Party's Confidential Information that has been disclosed to it. Confidential Information is defined as information that: (i) is not in the public domain in any form or not otherwise available on a non-confidential basis from a source entitled to disclose such information, or (ii) information that a reasonable person would normally recognize as proprietary including pricing. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will the recipient exercise less than reasonable care in protecting such Confidential Information. Except as otherwise provided herein, each recipient will only disclose the other Party's Confidential Information on a need-to-know basis to its employees, and to its agents, consultants or contractors or their respective employees, each of which is subject to confidentiality obligations substantially similar to those contained in this Agreement. Nothing herein will prevent either Party from supplying such Confidential Information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as a Party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles including, without limitation, statements or disclosures to such Party's lawyers or accountants.

ISS Indemnification. Solely to the extent caused by ISS's negligence, gross negligence, or willful misconduct, ISS will indemnify and hold harmless Customer, its affiliates and their respective shareholders, directors, partners, officers, employees and representative ("Customer Indemnified Parties"), from and against any and all third Party claims, actions, losses, liabilities, damages, and related costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively "Claims") if based on breach of ISS's obligations regarding Confidential Information, personal injury including death, or real or personal property damage.

Customer Indemnification. To the extent caused by Customer's negligence, gross negligence, or willful misconduct, Customer will indemnify and hold harmless ISS, its affiliates and their respective shareholders, directors, partners, officers, employees and representatives ("ISS Indemnified Parties"), from and against any and all third Party Claims if based on Customer's breach of Customer's obligations regarding Confidential Information, personal injury including death, or real or personal property damage.

LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE FOR INDIRECT, EXEMPLARY, UNFORESEEABLE, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, PUNITIVE OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL DIRECT DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES OR LOSSES INCURRED BY ISS UNDER THIS AGREEMENT INCLUDING WITH RESPECT TO INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNTS PAID TO ISS UNDER THIS AGREEMENT.

Termination. This Agreement may be terminated by either Party if the other Party fails to cure a material breach of this Agreement with thirty (30) days' written notice. In addition, this Agreement may be terminated by either Party immediately if the other Party files a petition in any bankruptcy, reorganization, insolvency, liquidation or similar proceeding or any proceeding for relief under bankruptcy or similar law will be instituted against the other Party and not dismissed or stayed within thirty (30) days. In the event of a bankruptcy of Customer, and to the extent the automatic stay would apply, Customer consents to ISS having relief from the automatic stay to terminate the Agreement.

Effect of Termination. Following any termination of this Agreement for any reason, both Parties will use reasonable efforts to wind up the relationship hereby created in an orderly and efficient manner. If this Agreement is terminated by ISS or Customer for any reason, except for Service Fees disputed in good faith, ISS will be entitled to payment for the Services performed and related expenses up to the termination date. Each Party will return or destroy all of the other Party's Confidential Information upon termination of this Agreement. Upon the expiration or termination of this Agreement, ISS will remove ISS's equipment and supplies from Customer's site(s). If Customer's specifications for this Agreement require ISS purchase capital equipment valued at more than \$1,000 and Customer terminates this Agreement prior to expiration of the Agreement, Customer will buy back the capital equipment acquired by ISS at remaining book value or by buying out the lease for the capital equipment, as applicable.

ISS Ownership of ISS Information. ISS will retain all right, title and interest in and to ISS's services, processes, know-how, and all proprietary and Confidential Information ("ISS Information"). Customer will have no right or license in or to the ISS Information. Unless explicitly stated in writing, ISS will own all right, title, and interest in the technology, processes, or other inventions developed during the Term by ISS.

Insurance. ISS will comply with the following requirements relating to insuring its business and operations, and will show evidence of insurability by providing to Customer certificates of insurance Customer in at least the following minimum amounts: Commercial general liability insurance, including contractual liability coverage, on an occurrence basis of \$2,000,000; Business auto liability, covering all automobiles and other motor vehicles, whether owned, leased or otherwise hired, to afford protection for bodily injury and property damage, combined: \$1,000,000 each accident; Workers' Compensation insurance; required statutory limits; Employer's Liability, \$1,000,000 and Employee Crime Coverage, \$1,000,000 coverage. All such insurance policies will name Customer as an additional insured. ISS's naming of Customer and Customer's designated Parties as additional insured under its insurance policies pursuant to this Agreement will in no event be construed for any purpose so as to make ISS or its insurer liable for the acts or omissions of the Customer and Customer's designated Parties. ISS will cause all insurance required by this Agreement to be in full force and effect throughout the term of this Agreement. ISS will not take an action, or omit to take any action that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

Assignment. Neither Party will assign any right or obligation under this Agreement without the other Party's written consent. Any attempted assignment will be void. Notwithstanding the above, ISS may assign this Agreement, in whole or in part, to (i) any affiliate; or (ii) any company into which ISS may merge or consolidate. All rights, obligations, duties and interests of any Party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such Party and will survive any acquisition, merger, reorganization or other business combination to which it is a Party.

Dispute Resolution. Any disputes between Customer and ISS, including, but not limited to, those arising out of or related to this Agreement ("Disputed Matters") will first be attempted to be resolved amicably by the Parties. If Disputed Matters cannot be resolved amicably, the Disputed Matters should be referred jointly to executives of each. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the Parties agree to complete mediation within sixty (60) days in San Antonio, Texas under the then-current mediation procedures used by JAMS. If the Parties are unable to resolve the Disputed Matters in mediation, then either Party may pursue filing a lawsuit in state or federal court in San Antonio, Texas.

Notices. All notices, demands and requests given by any Party to the other Party and addressed as stated on the first page of this Agreement will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via certified mail, return receipt requested; or (iii) received from a national overnight delivery service.

Non-Solicitation. During the Term and for six (6) months thereafter, neither Party will, directly or indirectly, solicit for employment, offer employment to or employ any current or former employees of the other Party or its affiliates who then is or was involved, in any material respect, in the provision or receipt of the Services under this Agreement, without the prior written consent of the other Party; provided, that nothing in this section will be deemed to prohibit ISS or Customer from soliciting or hiring anyone who responds to a general solicitation for employment, such as newspaper employment advertising or job posting websites, not aimed at the other Party's employees.

Labor Agreements. Customer acknowledges that ISS may be Party to collective bargaining agreements which govern ISS's dealing with union employees. Any direction of Customer concerning union employee is subject to the provisions of the applicable labor agreement(s). In the event Customer insists on a direction contravening an applicable labor agreement, Customer will indemnify and hold harmless ISS for any and all costs and damages arising out of ISS's compliance with Customer's directions.

Independent Contractor Status. ISS is an independent contractor, and is not an employee or agent, of Customer. Neither Party will be authorized to bind or purport to bind the other Party or be entitled or eligible to participate in or receive benefits nor privileges provided or extended by the other Party to such other Party's directors, partners, shareholders, trustees, officers, employees, agents or representatives.

No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the Parties will rest in the state or federal courts located in Bexar County, Texas.

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Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

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

01/24/2022

Date Rec'd

1/20/2022

Clerk's File #

OPR 2022-0074

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

FINANCE, TREASURY & ADMIN

Contact Name/Phone

MICHELLE MURRAY 625-6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0300 CONVENTION CENTER WARMING SHELTER - SPFD

Agenda Wording

Request to fund rental of Convention Center for Emergency Warming Shelter and reimburse SPFD for repair of damages

Summary (Background)

Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter and food. The SPFD provided Convention Center space rental during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a warming shelter during a period of extreme cold weather for the population of individuals that are homeless. Damages to the facility resulted in increased costs to the City in addition to the use of the building

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 65,803.55

0300.5310.65410.54201.99999

Expense \$ 110,000.00

0300.5310.65410.54201.99999

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

1/24/22 Finance

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

laga@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

aduffy@spokanecity.org

Additional Approvals**Purchasing****ACCOUNTING -
LEASE**

MURRAY, MICHELLE

Committee Agenda Sheet

Finance

Submitting Department	Finance
Contact Name & Phone	Michelle Murray
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Convention Center Warming Shelter - SPFD
Summary (Background)	<p>Due to extreme cold temperatures, there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter and food.</p> <p>The SPFD provided Convention Center space rental during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a warming shelter during a period of extreme cold weather for the population of individuals that are homeless. Damages to the facility resulted in increased costs to the City in addition to the use of the building.</p>
Proposed Council Action & Date:	1/24/2022
Fiscal Impact: Total Cost: <u>\$65,803.55 rental plus estimated \$110,000.00 for repairs = \$175,803.55</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This is not applicable in this case.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This is not applicable in this case.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This is not applicable, although there is data collected on the usage of the shelter. According to the Spokesman Review on January 10, 2022, the Convention Center's usage as a shelter began "with an initial capacity of 150 people, but it scaled up to accommodate as many as 343 people at its peak. On the night prior to its closure, 148 people were in the shelter."

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the City of Spokane's policy for providing temporary warming centers when low-barrier shelter occupancy is high and temperatures are forecasted to be below 32 degrees F. The Convention Center was used as a shelter out of necessity to meet the requirements of SMC that were set forth July 12, 2021 (SMC Section 18.05.020).



SPOKANE
PUBLIC FACILITIES
DISTRICT

December 30, 2021

Johnnie Perkins
808 W Spokane Falls Blvd
Spokane, Washington 99201

Dear Johnnie Perkins,

This will be a letter of agreement to amend the Spokane Convention Center Use Agreement # 36240 and Exhibit B for the City of Spokane - Warming Shelter, scheduled for December 26, 2021.

The Exhibit B dated December 22, 2021 is amended and hereby replaced by the Exhibit B dated December 30, 2021.

All other terms and conditions of the Agreement shall remain the same.

If the above is agreeable to you, please sign and return this letter to our office by December 31, 2021, along with the revised Exhibit B. We will return a fully executed copy for your files.

We look forward to working with you on this event. Please feel free to contact our office if you have any questions in this regard.

Sincerely,

Andrew Dolan
Sales Manager

Agreed to:

808 W Spokane Falls Blvd
Spokane, Washington 99201

BY: _____
LINCENSEE

DATE: _____
Spokane Public Facilities District
720 West Mallon, Spokane WA 99201

BY: _____
Jessica Deri Director of Sales and Marketing

DATE: _____

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Space Rental Charges

Premises	Times	Usage	Comment	Amount
<u>Sunday, December 26, 2021</u>				
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Monday, December 27, 2021</u>				
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Tuesday, December 28, 2021</u>				
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Wednesday, December 29, 2021</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Thursday, December 30, 2021</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Friday, December 31, 2021</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Saturday, January 1, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Sunday, January 2, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Monday, January 3, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Tuesday, January 4, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Wednesday, January 5, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Thursday, January 6, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Friday, January 7, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Saturday, January 8, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
<u>Sunday, January 9, 2022</u>				
Ballroom 100C	12:00 am 11:59 pm			\$1,833.00
Ballroom 111ABC	12:00 am 11:59 pm			\$2,750.00
Rental Charges:				\$63,246.00

Adjustments

	Units	Rate	Amount
December 30, 2021 4:32			
			Licensee Initials _____



Adjustments (Continued)

	Units	Rate	Amount
CC Facility Rental (\$2,750.00 per day)		41,250.00 EA	\$41,250.00
CC Facility Rental (100C at \$1,833.00 per day)		21,996.00 EA	\$21,996.00
		Total Adjustments:	\$63,246.00
		Total:	\$63,246.00

Clauses

Use fee of Sixty Three Thousand Two Hundred Forty Six Dollars (\$63,246.00) for rental package shall include spaces and amenities as presented herein.

If the Licensee cancels the Event or if the District reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform the Agreement fully as promised, the District may declare a default, and Licensee shall pay to the District Liquidated Damages for the loss of use fees in the sum of Sixty Three Thousand Two Hundred Forty Six Dollars (\$63,246.00).

Rental Note: Licensee will only be charged for each day shelter is used at \$2,750.00 per day for 111ABC Ballroom. Additional \$1,833.00 per day for 100C Ballroom. This agreement estimates fifteen (15) days used in 111ABC and twelve (12) days used in 100C, but may be adjusted by Licensee.

Note: All Security and Cleaning fees will be paid by the Licensee. Any damages incurred or set-up changes will be paid for by Licensee.

The following items are not included in the rental package price. Charges will be assessed for incidental expenses including, but not necessarily limited to:

- Set Up
- Cleaning Fees
- Event and security staff to be at the discretion of the Director of Events Operations and paid for by Licensee



**EMERGENCY NONCOMPETITIVE PROCUREMENT
JUSTIFICATION FORM**

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Description of Product/Service: Space rental and repairs for Emergency Emergency Community Warming Shelter

Requisition Number: _____

Estimated amount of this purchase: \$ 65,803.55 plus \$110,000.00 estimated repairs

Contract Period: 12/26/21 - 01/09/22

Department: 0300 Contact Person: Michelle Murray Phone: 509-625-6320

Due Date: _____ Work must be completed by: 1/9/2022

Date Material/Equipment/Supplies must be delivered by: _____

Location: Spokane Convention Center

Date Service must begin by: 12/26/21

Please provide the following information in order to document justification of an emergency noncompetitive procurement.

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

☐ The item is available only from a single source

☒ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

☐ After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Space rental during the period of 12/26/21 - 1/9/22 due to the emergency need of providing a warming shelter during a period of extreme cold weather for the population of individuals that are homeless.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

Due to extreme cold temperatures there was an emergency need to stand up a temporary Emergency Community Warming Shelter to provide shelter and food.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

This agreement is to provide space rental for a period of 15 days from 12/26/21-1/9/22.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Due to extreme cold weather forecasts that became known on or around 12/23/21 the decision was made to temporarily stand up an Emergency Community Warming Shelter beginning on 12/26/21. Three days was not enough time to complete a full procurement process.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

N/A

Public
Requested Vendor: Facilities Dist

720 W Mallon Spokane, WA 99201
Vendor's Address: _____

Andrew Dolan
Vendor Contact: _____ Phone: _____

If the cost of the noncompetitive procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Michelle Murray Digitally signed by Michelle Murray
Date: 2022.01.18 17:03:25 -08'00'

Signature of Requestor
(Must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date



S P O K A N E P U B L I C F A C I L I T I E S D I S T R I C T

Settlement Invoice

City of Spokane - Warming Shelter (Dec-26-2021 - Jan-09-2022)

Johnnie Perkins
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Account: 00000048

Department Summary

Rental	\$65,746.00
Operations	\$52.80
Sales Tax (Operations)	\$4.75
Total Charges:	\$65,803.55


<u>Order</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Charges</u>
185076	CC Facility Rental (\$2,750.00 per day) 12/26/2021 07:00 AM - 01/09/2022 11:59 PM	1.00 EA	41,250.00 / EA	\$41,250.00
185144	CC Facility Rental (100C at \$1,833.00 per day) 12/29/2021 12:00 AM - 01/09/2022 11:59 PM	1.00 EA	21,996.00 / EA	\$21,996.00
185292	Meeting Room 103			\$2,500.00
Total For Rental:				\$65,746.00
185078	8' X 30" table-maple top	6.00 EA	8.80 / EA	\$52.80
185078	Sales Tax (Operations)			\$4.75
Total For Operations:				\$57.55
Total Charges:				\$65,803.55

Spokane Public Facilities District, 720 W. Mallon Ave. Spokane, WA 99201.

Shelter Repair List




Description	Materials	Labor
Paint for wall damage	\$2,598.47	
111 ABC Painting Labor \$30/hr		\$2,400.00
Riverview Lobby Painting Labor \$30/hr		\$960.00
Conference Theater restrooms Painting Labor \$30/hr		\$960.00
Tampon/Sanitary Napkin Dispenser	\$290.00	\$0.00
Labor to install Sanitary Napkin/Tampon Dispenser		\$60.00
Pole - For use w/wheel kit (metal detector)	\$170.00	
Toilet Seat	\$34.99	
Labor for Toilet Seat		\$30.00
Restroom Mirror	\$165.00	
Mirror install labor		\$50.00
Airemaster Air Freshener	\$16.46	
Labor for Airemaster install		\$30.00
Banquet Chairs (87) \$157.93 /ea.	\$13,739.91	
MedTech Bio-Hazard cleaning	\$33,653.75	
CleanCo Carpet Cleaning	\$39,879.00	
ProTeam Super Coach 10qt Backpack vacuum (3)	\$1,312.50	
Bissell BG21 floor sweeper	\$65.99	
Unheralded grabber tool	\$29.97	
Push broom (scrub bristle)	\$38.99	
100' Heavy Duty extension cord	\$90.00	
Replace (45) carpet squares in Lobby	\$636.57	
Labor to replace carpet squares \$30/hr		\$960.00
Action Drain called in for Conference Theater RR's	\$316.10	

Re-coat restroom stall in Conference Theater RR's	\$4,207.40	
Track Wall repair (re-upholster)		
(5) Walk Off Mats \$95 ea. + tax	\$517.75	
Dry cleaning for stolen (then found) coat #1	\$17.44	
Dry cleaning for stolen (then found) coat #2	\$16.36	
Dry cleaning for stolen (then found) coat #3	\$14.06	
Cost to replace coat that was stolen and never found	\$137.31	
Totals	\$97,948.02	\$5,450.00

 Agenda Sheet for City Council Meeting of* 01/24/2022 <input type="text"/> Briefing date: 01/24/2022 Status: SUBMITTED TO AGENDA		? Date Rec'd (Clerk use only) 1/6/2022 ? Clerk's File # ORD C36167 ? Renews # <input type="text"/> ? Cross Ref # <input type="text"/> ? Project # <input type="text"/> ? Bid # <input type="text"/> ? Requisition # <input type="text"/>
Submitting Dept*: PARKS & RECREATION <input type="text"/>		
Contact Name & Phone*: GARRETT JONES 363-5462		
Contact E-Mail*: GJONES@SPOKANECITY.ORG		
? Add'l Docs Attached? <input type="checkbox"/> Special Budget Ordinance <input type="text"/>		
Agenda Item Name: Begin with Dept # 1400 - DON KARDONG BRIDGE SBO		
Agenda Wording*: (93 character max) <input type="checkbox"/> Additional attached? Centennial Trail Don Kardong Pedestrian Bridge renovation project SBO allocating American Rescue Plan Act funding to the project not to exceed \$1.45 million.		
Summary (Background)*: (59 character max.) <input type="checkbox"/> Additional attached? The Don Kardong Bridge is one of 4 city-maintained pedestrian bridges along the Centennial Trail carrying more than 161,000 users annually. The bridge deck requires complete replacement to remain in service. Approximately \$800,000 in grant funds have been secured. Total repair cost is estimated at \$2.25 million, requiring a local funding match of \$1.45 million. This SBO utilizes ARPA funds to match grant funds and complete the project.		
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input checked="" type="radio"/> No <input type="radio"/>		
Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?
Select <input type="text"/>	\$ <input type="text"/>	# <input type="text"/>
Select <input type="text"/>	\$ <input type="text"/>	# <input type="text"/>
Select <input type="text"/>	\$ <input type="text"/>	# <input type="text"/>
Select <input type="text"/>	\$ <input type="text"/>	# <input type="text"/>
Approvals		Council Notifications (Date) <input type="checkbox"/> None
Dept Head	CONLEY, JASON K.	Study Session / Other Study Session - 01/06/2022
Division Director	JONES, GARRETT	Council Sponsor Beggs; Kinnear
Finance	MURRAY, MICHELLE	Distribution List (Emails preferred) <input checked="" type="checkbox"/> Additional? pclarke@spokanecity.org nhamad@spokanecity.org
Legal	PICCOLO, MIKE	
For the Mayor	ORMSBY, MICHAEL	
Additional Approvals		
Purchasing	<input type="text"/>	<input type="text"/>
MANAGEMENT & BUI <input type="text"/>	<input type="text"/>	<input type="text"/>
Select Dept 2 <input type="text"/>	<input type="text"/>	<input type="text"/>
Select Dept 3 <input type="text"/>	<input type="text"/>	<input type="text"/>
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		

Briefing Paper

City Council Study Session

Division & Department:	Parks and Recreation – Parks Administration
Subject:	Don Kardong Bridge Resolution
Date:	Jan. 24, 2022 – City Council meeting
Author (email & phone):	Nick Hamad (nhamad@spokanecity.org – 509.363.5452)
City Council Sponsor:	Breean Beggs & Lori Kinnear
Executive Sponsor:	Garrett Jones
Committee(s) Impacted:	
Type of Agenda item:	  
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City Council Resolution 2021-0080 – ARPA Allocation Framework City Comp. Plan ‘PRS 2.2 Access to open Space & Park Amenities’, ‘PRS 2.5 Park Funding’, ‘PRS 3.1 Bicycle & Pedestrian Circulation’, ‘PRS 3.2 Trail Corridor Development’, ‘PRS 4.2 Park Circulation Patterns’.
Strategic Initiative:	
Deadline:	February 2022
Outcome: (deliverables, delivery duties, milestones to meet)	Renovated Don Kardong Bridge without deferring other planned park capital projects in neighborhood parks.
<p>Background/History: The Don Kardong Bridge is one of 4 city-maintained pedestrian bridges along the Spokane River Centennial Trail. The bridge, which carries more than 161,000 pedestrians and cyclists annually, has not received substantial repairs or investment beyond routine maintenance since its construction in the early 1990s. The deck of the bridge is rated to be in ‘poor to critical condition.’ Since 2017, Spokane Parks has planned repairs, sought funding, and completed engineering work for the required bridge repairs. Not implementing required repairs may result in the closure of the bridge to all public use within the immediate future. Implementing bridge repairs is estimated to extend the useable life of the bridge for an additional 50 years.</p> <p>To date, Parks has secured private and state grant funds for the project totaling ~\$800,000. Total project cost is estimated to be \$2.25 million including contingencies, requiring a local funding match of \$1.45 million to implement the project. Despite securing significant grant dollars, securing the necessary local match funding is a significant burden for the Parks as the Division experienced greatly decreased revenues as a result of the COVID-19 pandemic, requiring planned implementation of this planned project to be postponed. Division revenue losses, as a direct result of COVID-19, total approximately \$1.6 million.</p> <p>As a result of unplanned revenue reduction and subsequent project delay, Parks secured an WA State grant contract extension through April 2023 but must complete all necessary bridge repairs and re-open the bridge to the public prior to that deadline or forfeit and/or reimburse all WA state-awarded grant funds. If the Parks Division is required to complete the remaining project amount without additional funding support, Parks’ ability to complete annual regular repairs to citywide park infrastructure will be significantly compromised.</p> <p>Park staff proposed American Rescue Plan Act (ARPA) funds be utilized to fund this bridge renovation project to restore the critical pedestrian bridge while enabling the Parks Division to implement regular repairs to other park assets citywide.</p>	

The bridge is located within (2) qualified census tracts and within the City of Spokane, Qualified Opportunity Zone.

This proposal was discussed at length at the January 6th, 2022 council study session.

Executive Summary:

- *Resolution allocates an amount not to exceed \$1.45million of American Rescue Plan Act funding to the renovation of the Centennial Trail Don Kardong Bridge located in the Logan Neighborhood.*
- *The bridge deck is rated in 'poor to critical condition'. Immediate repairs / replacement required for continued service.*
- *City Parks Division experienced greatly reduced revenues due to COVID-19, total reduction of ~\$1.6million, which required the previous postponement of this project and which compromises the Parks Divisions' ability to solely fund the project.*
- *Not allocating proposed funding either:*
 - *Places significant financial burden on Parks Division to repair bridge, significantly reducing the Division's capacity to maintain or repair park infrastructure citywide, or*
 - *Requires the City forfeit ~\$800,000 in grants allocated to the project and potentially requires the closure of the bridge to the public.*
- *Allocating proposed funding fully funds project to extend lifespan of the bridge for an estimated 50 years.*
 - *If funding is allocated to project, bridge repairs can commence in Spring 2022 and proceed to substantial completion by Spring 2023.*
 - *Bridge renovation planning, design & engineering are complete. Project is ready to be issued to bid.*
- *If, after proposed ARPA allocation is approved, Parks Division can secure additional project funding (separate from ARPA), Parks Division will update Council on revised project budget and re-assess whether full ARPA allocation is still necessary.*

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: ARPA

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO C36167

An ordinance amending Ordinance No. C36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$1,450,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
- A) Of the increased appropriation, \$1,450,000 is provided to the City of Spokane Parks and Recreation Division to replace funding lost due to COVID-19 solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

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 provide appropriation authority for The Centennial Trail Renovations to the Don Kardong Bridge, 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:**

06/14/2021

Date Rec'd

6/2/2021

Clerk's File #

ORD C36064

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**BRIAN 625-6210
MCCLATCHEY**Project #****Contact E-Mail**

BMCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - CLARIFYING HISTORIC RE-USE REGULATIONS

Agenda Wording

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

Summary (Background)

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

UD Comm., 5-10-2021

Division Director**Council Sponsor**

CM Wilkerson

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36064

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

01/24/2022

Date Rec'd

1/11/2022

Clerk's File #

RES 2022-0009

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

NATHANIEL ODLE 6288

Project #**Contact E-Mail**

NODLE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #PAID THRU
CLAIMS**Agenda Item Name**

0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving Settlement Agreement and General Release of All Claims of Trisha L. and Corey Christian in the amount of \$195,000.00, as agreed to by the parties.

Summary (Background)

On July 2, 2020, a claim for damages was filed with the City of Spokane by Trisha and Corey Christian (plaintiffs), regarding alleged injuries arising from an automobile collision with a vehicle driven by City Code Enforcement employee Brian Hartling on July 13, 2018. Litigation was subsequently initiated in Spokane County Superior Court. The parties conducted a mediation with Frank Hoover on December 14, 2021 and a resolution was reached.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$195,000.00

5800-78100-19000-54601

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

UE Committee 01/10/22

Division Director**Council Sponsor**

CM Karen Stratton

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

nodle@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

james.scott@davies-group.com

Additional Approvals

MOrmsby@spokanecity.org

Purchasing

RKokot@spokanecity.org

tstrothman@spokanecity.org

RES 2022-0009

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, on June 25, 2018, a claim for damages was filed with the City of Spokane by COREY CHRISTIAN (Plaintiff), and on July 2, 2020, a claim for damages was filed with the City of Spokane by TRISHA L. CHRISTIAN (Plaintiff), arising out of an automobile collision occurring on July 13, 2018 between Plaintiffs and a City vehicle driven by City employee Defendant Brian Hartling, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on March 17, 2021, Plaintiff subsequently commenced an action in the Superior Court of Spokane County, under the caption "TRISHA CHRISTIAN and COREY CHRISTIAN, Plaintiffs vs. BRIAN HARTLING and JANE DOE HARTLING, Husband and Wife, and the martial community composed thereof; and the CITY OF SPOKANE, a legal subdivision of the state of Washington, Defendants, Cause No. 21-2-00733-32 alleging various state causes of action seeking economic and non-economic damages, as more fully described in the complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to release any and all claims against the City of Spokane and Defendant Hartling as well as to dismiss with prejudice the underlying lawsuit against the City of Spokane and Defendant Hartling.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00), to be paid to Plaintiffs through their counsel, Martin A. Peltram, with the law firm of Peltram Law Office, in trust for TRISHA L. CHRISTIAN and COREY CHRISTIAN, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will provide a signed release fully extinguishing all claims by Plaintiffs in connection with the subject automobile collision, dismissing their lawsuit with prejudice as against the City of Spokane and Defendant Hartling, and pledging to fully protect and indemnify the City of Spokane and Defendant Hartling, their officers, agents, employees, contractors and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:
Assistant City Attorney

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 01/24/2022

<u>Date Rec'd</u>	1/12/2022
<u>Clerk's File #</u>	RES 2022-0010
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	MEGHANN 6903 STEINOLFSON
<u>Contact E-Mail</u>	MSTEINOLFSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0620 RESOLUTION APPOINTING SPENCER GARDNER TO PLANNING SERVICES DIRECTOR

Agenda Wording

Resolution Appointing Spencer Gardner as Planning and Economic Development Services Director

Summary (Background)

Resolution Appointing Spencer Gardner as Planning and Economic Development Services Director

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

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STEINOLFSON, MEGHANN	<u>Study Session\Other</u>	1/24 Finance & Administration
<u>Division Director</u>	STEINOLFSON, MEGHANN	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	rcouch@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jquick@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2022 - 0010

A Resolution approving the appointment of Spencer Gardner as Director of Planning and Economic Development 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 Spencer Gardner as Director of Planning and Economic Development Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Spencer Gardner as Director of Planning and Economic Development Services.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources
Contact Name & Phone	Meghann Steinolfson, x6903
Contact Email	msteinolfson@spokanecity.org
Council Sponsor(s)	Council President Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Planning Services Director
Summary (Background)	<p>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.</p> <p><u>Appointment of Spencer Gardner to Planning Services Director</u></p> <ul style="list-style-type: none"> The Director of Planning Services recruitment opened on October 6, 2021 and closed on November 1, 2021. 9 applications were received; 7 met the minimum qualifications. 2 candidates were selected for interviews, only one candidate participated. Spencer Gardner was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Planning Services Director.
Proposed Council Action & Date:	Confirm the Appointment of Spencer Gardner to Planning Services Director
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

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

01/24/2022

Date Rec'd

1/11/2022

Clerk's File #

RES 2022-0011

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 625-6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650-SETTING A PUBLIC HEARING TO DESIGNATE A RESIDENTIAL TARGET

Agenda Wording

RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A MULTI-FAMILY TAX EXEMPTION (MFTE) RESIDENTIAL TARGETED AREA

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council desires to modify the boundary of the existing designated residential targeted area listed in SMC 8.15.030 as set forth in Ordinance No. C36168, amending SMC 8.15.030; and, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

UE 9/13/21

Division Director

MACDONALD, STEVEN

Council Sponsor

CP Beggs & CM Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

lmeuler@spokanecity.org

Purchasing

sbishop@spokanecity.org

smacdonald@spokanecity.org

mpiccolo@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

It is the intent of the City of Spokane to designate a revised residential targeted area as set forth in Ordinance No. C36168 and as generally identified in Attachment A to the ordinance. ** The ordinance is attached for reference - the agenda sheet request for the ORD to be submitted Jan 25 for the first reading 2/7 Terri's team will assign the ORD # **

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE Designating Residential Targeted Areas (Garland & University District)
Date:	January 10, 2022
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , x6597)
City Council Sponsor:	Council President Beggs and Council Member Stratton
Executive Sponsor:	Steve MacDonald (smacdonald@spokanecity.org x6835)
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. <p>Comprehensive Plan Land Use Policies:</p> <ul style="list-style-type: none"> LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development <p>Comprehensive Plan Housing Policies:</p> <ul style="list-style-type: none"> H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options <p>Comprehensive Plan Economic Development Policies:</p> <ul style="list-style-type: none"> ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement
Strategic Initiative:	Housing
Deadline:	Will file for Council consideration following committee meeting

Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Multi-Family Tax Exemption Target Area/Boundary changes in the Garland District and the South University District.
<p>Background/History:</p> <p>In response to the housing shortage in Spokane, it is the desire of the City to expand the MFTE boundary to again incentivizes the creation of multifamily housing in the Garland target area and to expand the MFTE boundary in the south University District following notice and public hearings as prescribed in RCW 81.14.040, the Council may designate one or more residential targeted areas, upon a finding by the Council in its sole discretion.</p> <p>Attachments:</p> <ul style="list-style-type: none"> • Attachment B: zoomed in Spokane’s Multi-Family Tax Exemption Target Area for presentations • Res of Intent to Designate RTA • Ord Amending MFTE SMC Section 8.15.030 <p>Tentative Process and Timeline:</p> <ul style="list-style-type: none"> • Jan. 10, 2022 – Urban Experience Committee Briefing • Jan. 24, 2022 - Council Agenda Briefing and action to occur on the same day (post-holiday) on Resolution of intention/setting hearing for Feb 14, 2022 • Jan. 31, 2022 – Briefing of first reading ordinance on February 7 Advance Agenda • February 7 – Briefing of “hearing on final reading ordinance” during 3:30 p.m. Briefing Session and First Reading of Ordinance held during 6:00 p.m. Session • Feb 14, 2022 – Hearing and 2nd reading of Ordinance • Ordinance replacing the Boundary Map goes into effect 30 days later 	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Adding the Garland District back into the MFTE Target Area/Boundary • Adding a small portion of the south University District into the MFTE Target Area/Boundary 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION NO. 2022-0011

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND SET A PUBLIC HEARING.

WHEREAS, Chapter 84.14 RCW authorizes cities to enact multifamily housing property tax incentive programs by designating residential targeted areas within urban centers; and

WHEREAS, the City of Spokane exercised its authority under Chapter 84.14 RCW by enacting Ordinance No. 32575, as codified and amended in Chapter 8.15 SMC, which provides a property tax incentive for multifamily housing in urban centers by establishing a methodology for granting such incentives and designating the urban centers and residential targeted areas; and

WHEREAS, the City Council has subsequently revised the designated residential targeted areas; and

WHEREAS, the City Council, along with the City Administration has performed a review of the designation of the residential targeted areas; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C36168, amending SMC 8.15.030; and

WHEREAS, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

NOW, THEREFORE, it is resolved by the City Council that it is the intent of the City of Spokane to designate a revised residential targeted area as set forth in Ordinance No. C36168 and as generally identified in Attachment A to the ordinance.

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on February 14, 2022 beginning at 6:00 pm at the City Council Chambers at City Hall, West 808 Spokane Falls Blvd., Spokane, Washington, to take public testimony and consider the designation of the targeted area as set forth above.

***** The format of the February 14, 2022 hearing and the method for public testimony may be held in a virtual format depending on the status of Governor Inslee's Proclamations and other COVID – 19 related directives regarding the conduct of open public meetings. Individuals wishing to attend the hearing or provide public testimony will need to review the City Council's February 14, 2022 agenda packet for meeting notice updates regarding a possible virtual meeting format and how to provide public testimony telephonically through instructions set out in the City Council**

agenda packet for the February 14, 2022 City Council meeting posted on the City Council's website at:

<https://my.spokanecity.org/citycouncil/documents/>.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No C36168 to amend SMC 8.15.030 to designate, in its sole discretion, all or a portion of the revised residential targeted area as set forth in Attachment A subsequent to the hearing called for in this resolution.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C36168

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.030 D, by amending the map Attachment A: Spokane MFTE Target Area through expansion of the target area boundary.

WHEREAS, the expansion of Spokane's multi-family tax exemption (MFTE) Target Area in the Garland and the south University District urban centers will provide additional housing opportunity within the City, including affordable housing within the targeted area assisting in achieving one or more of the following purposes:

1. encouraging more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulating the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increasing the supply of mixed-income multifamily housing opportunities within the City;
4. accomplishing the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promoting community development, neighborhood revitalization, and availability of affordable housing;
6. preserving and protecting buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encouraging additional housing in areas that are consistent with planning for public transit systems.

Now, Therefore, the City of Spokane does ordain:

Section 1. That SMC section 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the

council in its sole discretion that the residential targeted area meets the following criteria:

1. The residential targeted area is within an urban center.
 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area, as shown in [Attachment A](#) , is designated as a residential targeted area under this chapter:

1. Spokane's MFTE

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in [Attachment A](#), then the entire lot shall be deemed to lie within such residential targeted area. The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



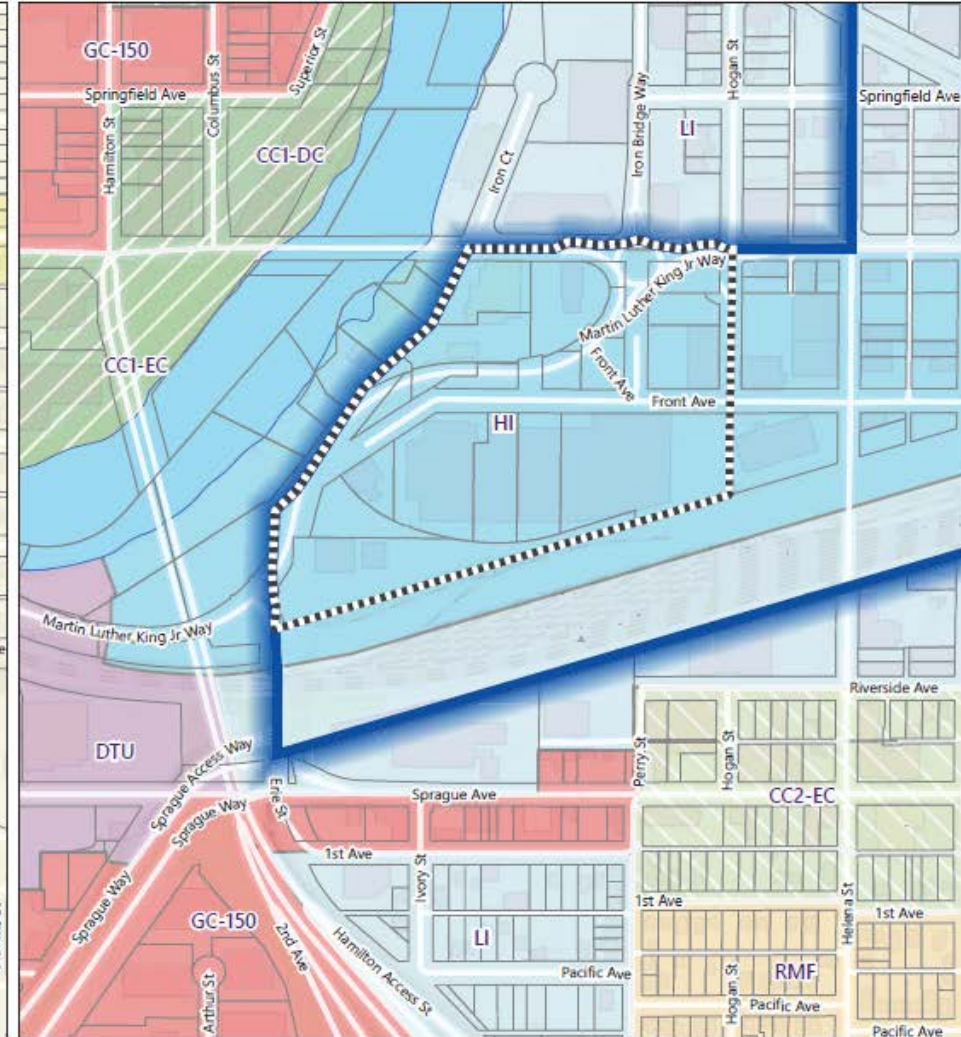
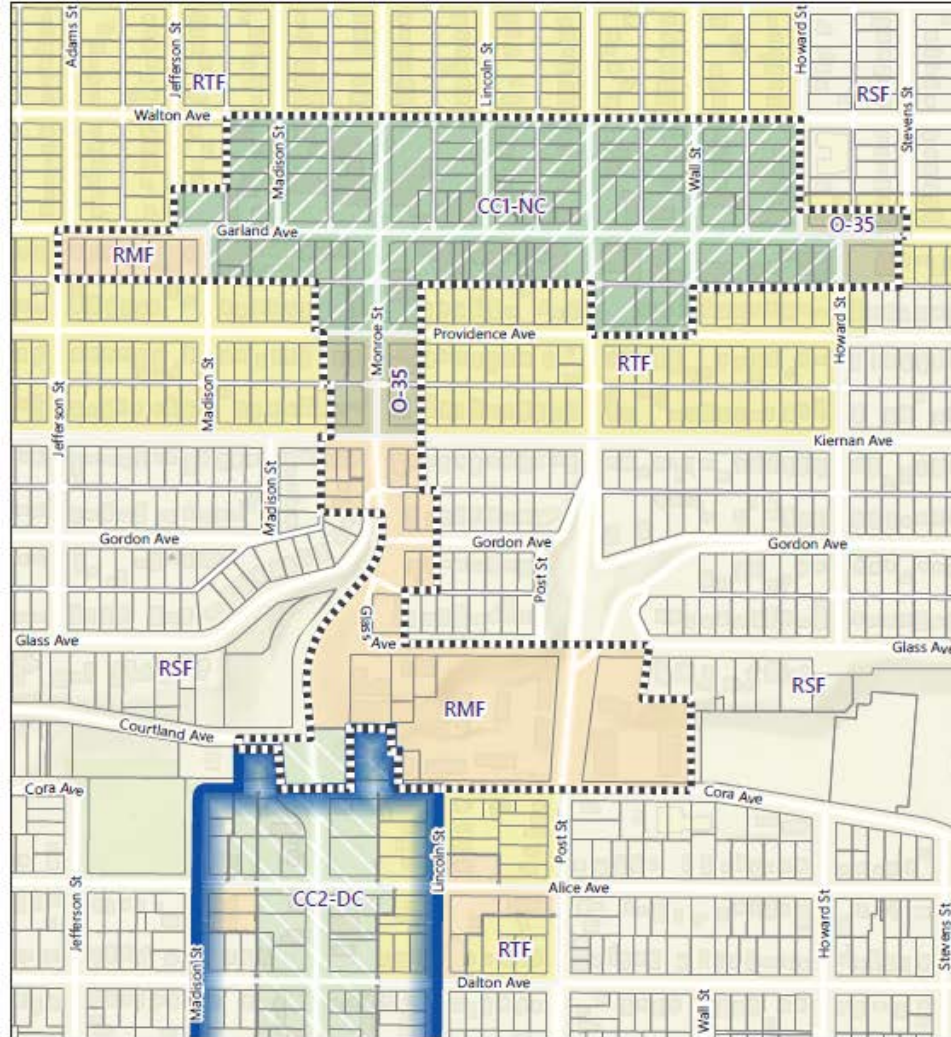
MFTE Residential Target Area Changes

In response to the housing shortage in Spokane, it is the desire of the City to expand the MFTE boundary to incentivizes the creation of multifamily housing in the Garland district and to expand the boundary in the south University District.

SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)




A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.



Attachment B: Spokane's Multi-Family Tax Exemption Target Area

December, 2021

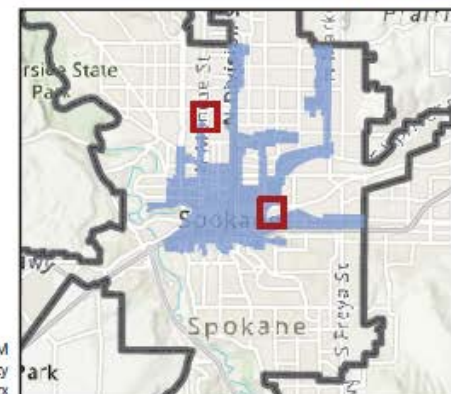
-  Proposed Additional MFTE Area
-  Existing MFTE Area
-  Parcel

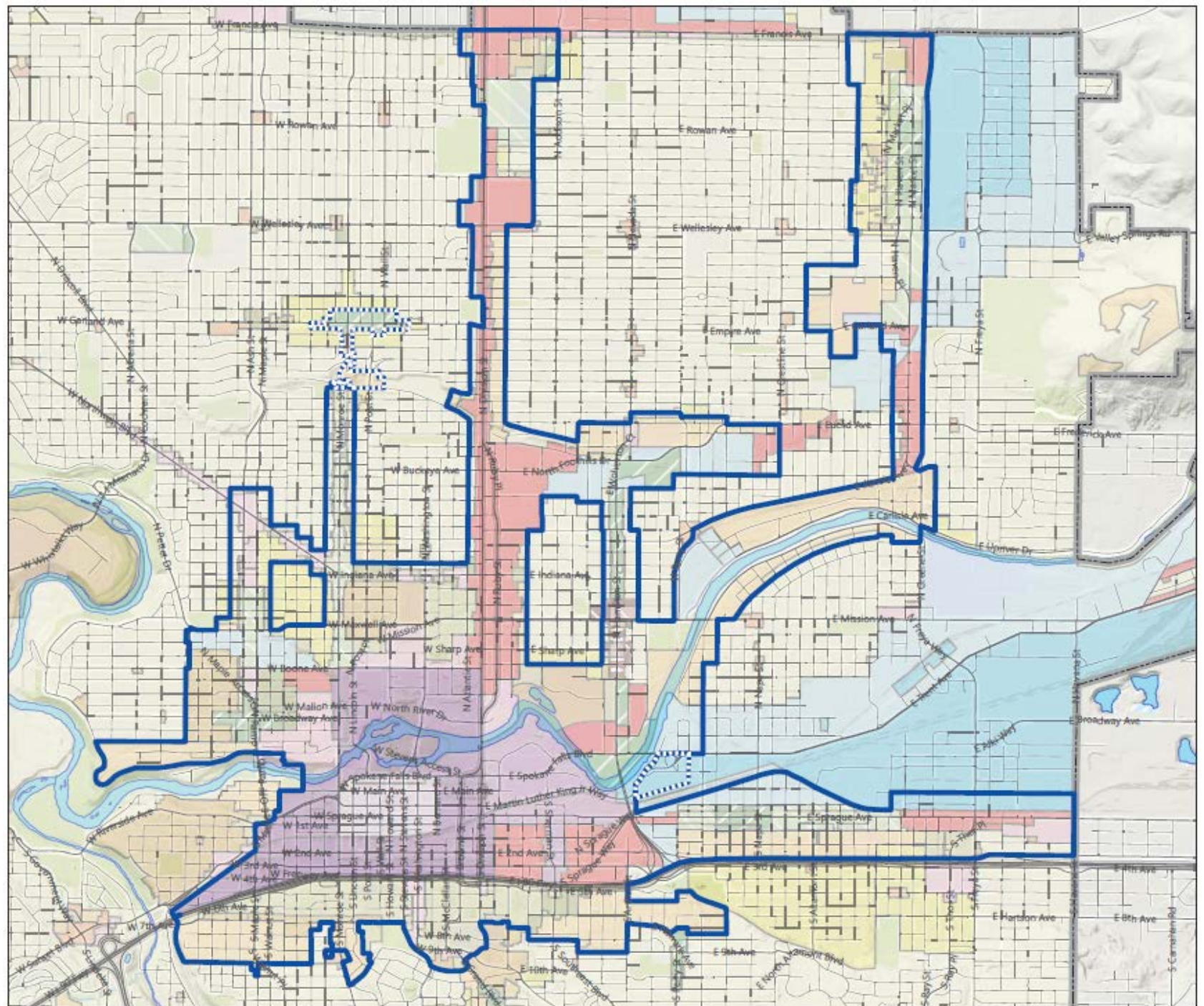
0 50 100 200 300 400 Yards

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.

Drawn By: Kevin Freibott, Planning Department Date Saved: 12/13/2021 11:40 AM

Path: H:\Planning\Projects-Current\EDS TIPS\Multi-Family Tax Exemption and City Zoning Map\MFTE Boundaries\MFTE Boundary.aprx





Residential Target Area Size

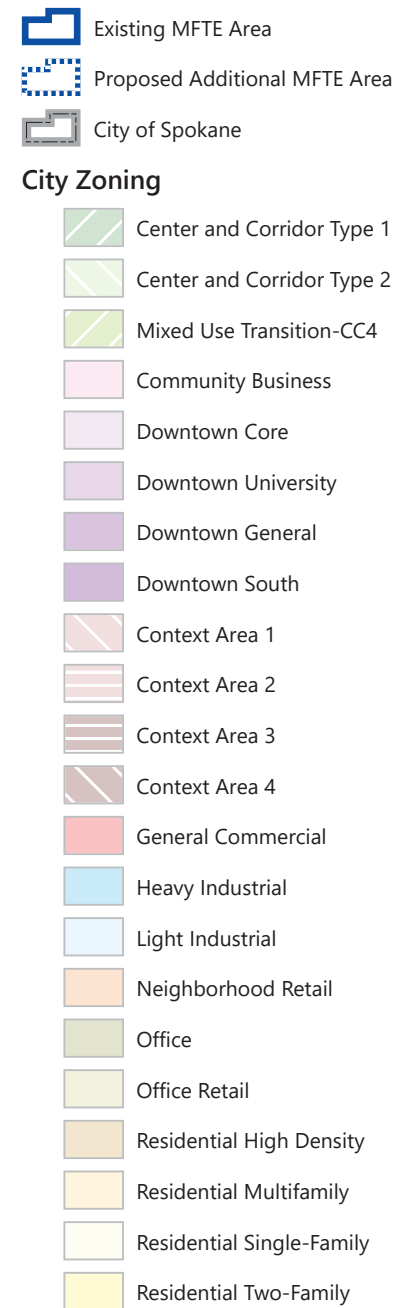
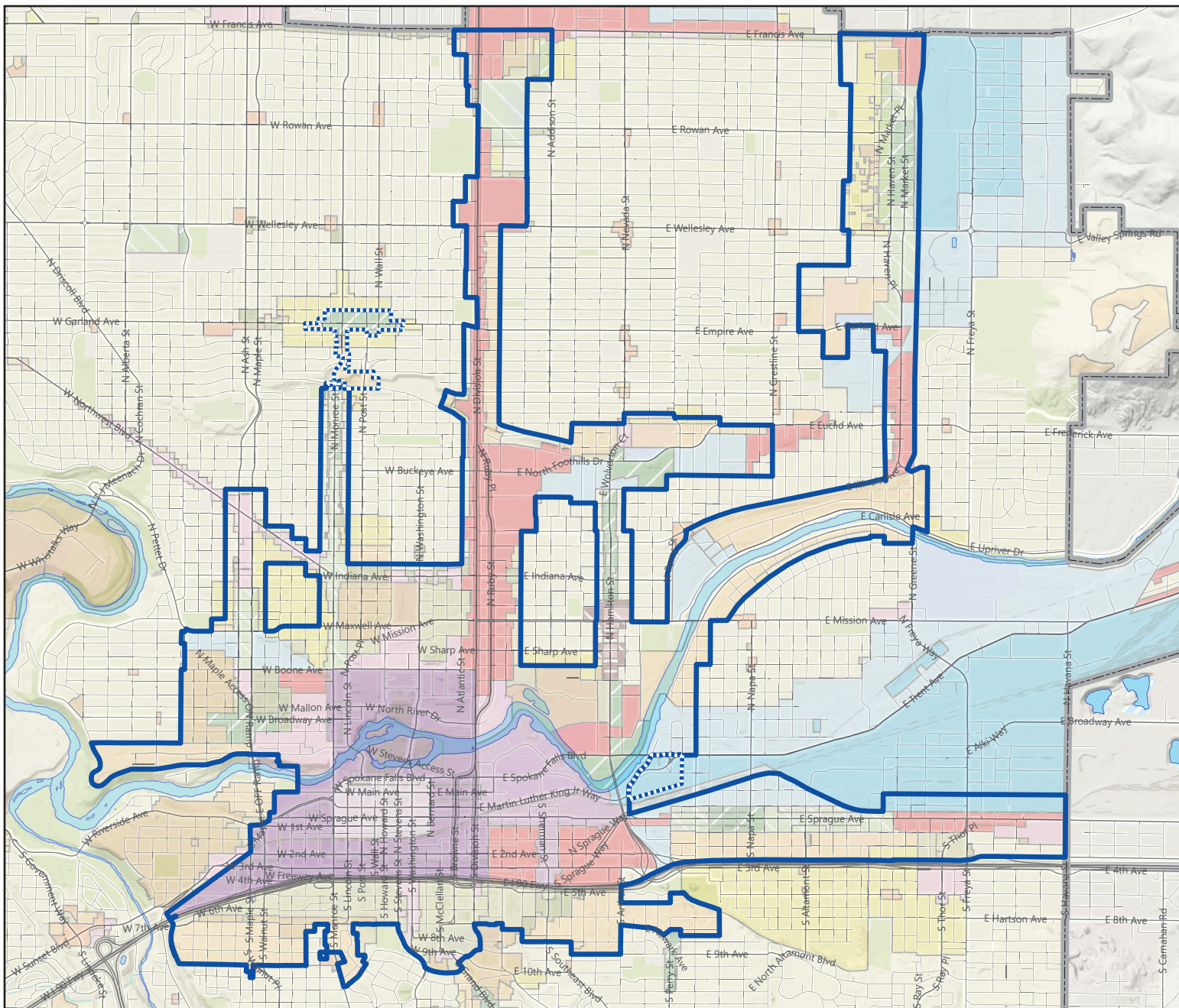
Spokane's MFTE Residential Target Area is 4,926.8 acres

Garland district will add	45.27 acres
University District will add	25.95 acres

The new revised Spokane MFTE Residential Target Area would then be 4,998.02 acres.

Tentative Process and Timeline

- Jan. 10, 2022 – Urban Experience Committee Briefing
- Jan. 24, 2022 - Council Agenda Briefing and action to occur on the same day (post-holiday) on **Resolution** of intention/setting hearing for Feb 14, 2022
- Jan. 31, 2022 – Briefing of first reading **Ordinance** on February 7 Advance Agenda
- Feb. 7, 2022 – Briefing of “hearing on final reading ordinance” during 3:30 p.m. Briefing Session and First Reading of Ordinance held during 6:00 p.m. Session
- Feb. 14, 2022 – **Hearing** and 2nd reading of Ordinance
- Ordinance replacing the Residential Target Area Map goes into effect 30 days later



Attachment A: Spokane's Multi-Family Tax Exemption Target Area

December 2021

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.



Drawn By: Kevin Freibott, Planning Department Date Saved: 12/13/2021 11:40 AM
Path: H:\Planning\Projects-Current\EDS TIPS\Multi-Family Tax Exemption and City Zoning Map\MFTE Boundary\MFTE Boundary.aprx

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

01/24/2022

Date Rec'd

1/19/2022

Clerk's File #

RES 2022-0012

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

HUMAN RESOURCES

Contact Name/PhoneMEGHANN 6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0620 RESOLUTION APPOINTING KRIS SMITH AS HUMAN RESOURCES DIRECTOR

Agenda Wording

Resolution appointing Kris Smith as Human Resources Director

Summary (Background)

Resolution appointing Kris Smith as Human Resources Director

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**1/24 Finance &
Administration**Division Director**STEINOLFSON,
MEGHANN**Council Sponsor**

CM Wilkerson

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

jquick@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources
Contact Name & Phone	Meghann Steinolfson, x6903
Contact Email	msteinolfson@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Human Resources Director
Summary (Background)	<p>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.</p> <p><u>Appointment of Kris Smith to Human Resources Director</u></p> <ul style="list-style-type: none"> The Director of Human Resources recruitment opened on October 11, 2021 and closed on November 1, 2021. 35 applications were received; 15 met the minimum qualifications. 5 candidates were selected for and participated in interviews. Kris Smith was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Human Resources Director.
Proposed Council Action & Date:	Confirm the Appointment of Kris Smith to Human Resources Director
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION 2022 - 0012

A Resolution approving the appointment of Kris Smith as Director of Human Resources.

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 Kris Smith as Director of Human Resources.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kris Smith as Director of Human Resources.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
01/24/2022

<u>Date Rec'd</u>	12/8/2021
<u>Clerk's File #</u>	ORD C36166
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - STREET VACATION OF PERRY ST. BETWEEN CELESTA AND HARTSON

Submitting Dept

DSC, CODE ENFORCEMENT &
PARKING SERVICES

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

Agenda Wording

Vacation of Perry St. between Celesta and Hartson, as requested by the owners of the Liberty Park Apartments.

Summary (Background)

At its legislative session held on December 13, 2021, the City Council set a hearing on the above vacation for Perry St. between Celesta and Hartson. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications

Study Session\Other

PIES 11/23/21

Council Sponsor

CM Betsy Wilkerson

Distribution List

edjohnson@spokanecity.org

ebrown@spokanecity.org

kbecker@spokanecity.org

rbenzie@spokanecity.org

Additional Approvals

Purchasing

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36166

An ordinance vacating Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue;

WHEREAS, a petition for the vacation of Perry Street between the north line of Hartson Avenue and the south line of Celesta 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 Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue and located partially in the NE $\frac{1}{4}$ of Section 20, Township 25N, Range 43E, W.M. and partially in the NW $\frac{1}{4}$ of Section 21, Township 25N, Range 43 E, W.M. is hereby vacated. Parcel number not assigned.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

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

STREET VACATION REPORT
November 24, 2021

LOCATION: Perry – Hartson to Celesta

PROPONENT: Liberty Park Apartments

PURPOSE: To expand the existing apartment complex by adding approximately 30 multifamily units.

HEARING: January 24, 2022

REPORTS:

AVISTA UTILITIES – I have reviewed the documents and have no concerns.

COMCAST – Comcast has reviewed the vacation request. We have no objections for the vacation.

INLAND POWER - Inland Power & Light Co has no facilities within the proposed area to be vacated.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS - City GIS doesn't have this in their street data currently, so neither does public safety GIS, so we have no concerns from the 911 side.

LIGHT SPEED NETWORKS – There are no LS Networks facilities in this area.

EXteNet – ExteNet facilities are 'clear'. We created ticket INF-1767294 to track this request.

CENTURYLINK – Upon review of our records, we have no facilities in the proposed vacation area indicated in the attached Vacation Map and are in the clear to proceed accordingly.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the requested ROW Vacation.

INTEGRATED CAPITAL MANAGEMENT – No concerns

FIRE DEPARTMENT - I know that this is to support a new project, so we do not have any issue. This new project will affect the vacant properties so that they will not become land-locked and there is quite a slope at the north end of the vacated ROW.

Fire has no concerns with the vacation.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste does not have and concerns with this proposal

STREET DEPARTMENT - We have reviewed the design plans and have the following comments.

Option 1

A hammerhead should be installed on Perry just north of the Perry/Hartson intersection according to City Standard plans.

Install “End of Road Barricade” per City of Spokane Standard Plans G-92A, Type 3X2.

Option 2

Or install curbing and sidewalk along an arc between the north curb line of Hartson and the west curb line of Perry. This allows the “End of Road Barricade” to be omitted.

WASTEWATER MANAGEMENT – Wastewater Management has no objection to the vacation provided on site runoff be maintained and treated on site. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.

WATER DEPARTMENT – No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.
2. Closure work will be required on the north side of Hartson and must be completed or bonded for prior to vacation finalization.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$62,418.97 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022.

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

EDJ

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style.




P2107037VACA



**Right-of-way Description:
Perry Street from the north line of
Hartson Ave to the south line of Celesta Ave**

Legend

 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



From: [Hanson, Rich](#)
To: [Studer, Duane](#); [Coe, Melanie](#)
Cc: [Morris, Mike](#)
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta
Date: Thursday, December 30, 2021 11:31:31 AM
Attachments: [image002.png](#)

Melanie,

We do not object to the vacation under the following condition:

- The resulting vacation would prohibit the two “land locked” lots from having the ability to obtain sewer and water services from the City provided systems. Therefore, language should be included such that future utility easements are provided for as a part of this vacation process or are allowed for in the future at no cost to the owners of these lots, as allowed within the regulations.

Please let me know if you have any questions on this comment.

Have a wonderful New Years. I hope that you and your family are well!

Rich Hanson

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Thursday, December 30, 2021 8:13 AM
To: Coe, Melanie <mcoe@spokanecity.org>
Cc: Hanson, Rich <rahanson@spokanecity.org>; Morris, Mike <mmorris@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Thanks Melanie.

Duane.

From: Coe, Melanie <mcoe@spokanecity.org>
Sent: Wednesday, December 29, 2021 4:12 PM
To: Studer, Duane <dstuder@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Hi Duane,

The hearing is set for January 24th, 2022. I can accept comments to add to the packet for that date anytime between now and Wednesday, January 19th.



Melanie Coe | City of Spokane | City Clerk's Office | Clerk III
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342
509.625.6360 | fax 509.625.6217 | mcoe@spokanecity.org

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

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Wednesday, December 29, 2021 4:08 PM
To: Coe, Melanie <mcoe@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Melanie,

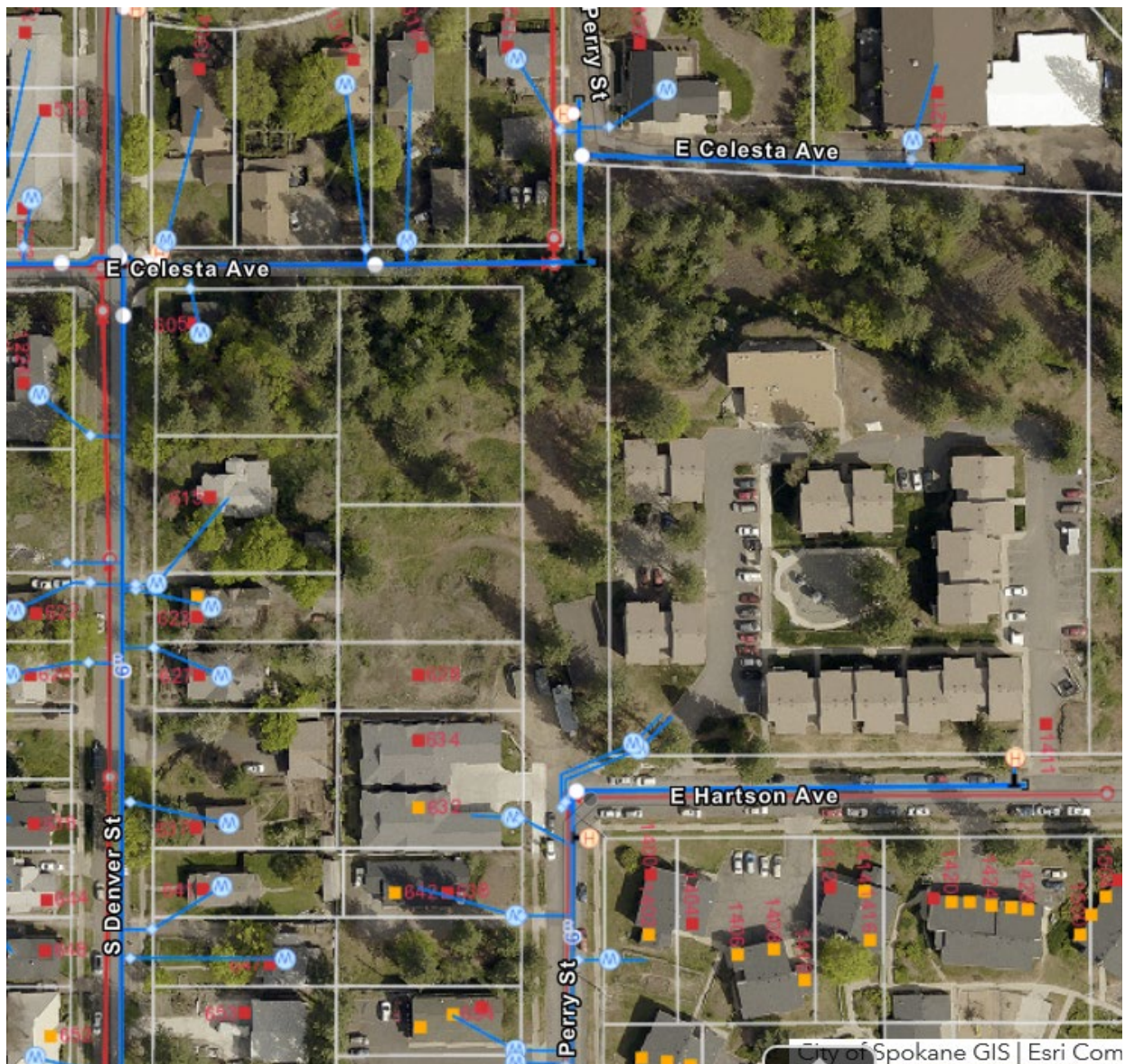
Doesn't seem too busy of street as far current utilities that need easement; how long to we have to respond with any comments to this?

It looks like the vacation may create a landlocked lot in the west side of Perry there.

Thanks,



Duane Studer, P.E. | City of Spokane | Principal Engineer
909 E. Sprague, Spokane, WA 99202 | Wastewater Management Dept.
509-625-7902 | cell 509-440-2892 | dstuder@spokanecity.org | spokanecity.org



From: Coe, Melanie <mcoe@spokanecity.org>
Sent: Wednesday, December 22, 2021 2:47 PM
Subject: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Greetings!

Attached please find a Notice of Proposed Street Vacation (hearing set by Resolution 2021-0100) regarding the proposed vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue.

Thank you,



Melanie Coe | City of Spokane | City Clerk's Office | Clerk III

808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342

509.625.6360 | fax 509.625.6217 | mcoe@spokanecity.org

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

From: [Lines, John](#)
To: [Coe, Melanie](#)
Cc: [Morris, Mike](#); [Hanson, Rich](#); [Studer, Duane](#)
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta
Date: Tuesday, January 11, 2022 7:23:15 AM
Attachments: [Vacation Map.pdf](#)
[Application Documents.pdf](#)

Melanie,

On 12/22, you sent out a notice of proposed street vacation on Perry from Hartson to Celesta. Wastewater Management had previously responded to the request that Erik Johnson sent out on 9/8. I am forwarding our response to that previous notice just in case.

Thanks,
John Lines
Wastewater Management
509-625-7913

From: Lines, John
Sent: Thursday, September 9, 2021 3:32 PM
To: Johnson, Erik D. <edjohnson@spokanecity.org>
Cc: Morris, Mike <mmorris@spokanecity.org>
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta

Erik,

Wastewater Management has no objection to the vacation provided on site runoff be maintained and treated on site. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.

John Lines
Wastewater Management
509-625-7913

From: Morris, Mike <mmorris@spokanecity.org>
Sent: Wednesday, September 8, 2021 8:59 AM
To: Lines, John <jlines@spokanecity.org>
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta

From: Johnson, Erik D. <edjohnson@spokanecity.org>

Sent: Wednesday, September 8, 2021 8:28 AM

Subject: RW Vacation Request for Comments - Perry - Hartson to Celesta

Good Morning,

The City of Spokane has received a petition to vacate Perry St. between Hartson and Celesta as shown on the attached map. Do you have any comments or concerns with the proposal?

Please reply to this email with any comments, concerns or requests for easements **no later than Friday, September 24, 2021.**

Also attached you will find the application documents including a site plan, project narrative, and answers to a few questions.

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV

📞 Office 509.625.6445 | Cell 509.995.0870 | edjohnson@spokanecity.org