

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 25, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of July 25, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2487 739 3189; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, July 25, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) 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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JULY 25, 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 LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

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 July 25, 2022:

User Name: **COS Guest**
Password: **yJ5sW2dD**

**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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.

Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|----------------------------|
| 1. Purchase of up to three used vehicles to be used as undercover units for the Spokane Police Department, two to replace totaled units and one as part of the annual rotation—total estimated expenditure \$120,000 (incl. tax and commissioning). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0541 |
| 2. Contract renewal with ESO Solutions, Inc. (Dallas, TX) for annual subscription fees for the incident record management system, which was developed in 2017 to replace the old ePCR system, from July 21, 2022 through July 20, 2023—cost of annual fees \$85,974.84 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2017-0356
RFP 13-15 |
| 3. Contract Amendment with Infor Public Sector, Inc. (Alpharetta, GA) to add a station alerting interface to the City's existing Computer Aided Dispatch (CAD) system for the Spokane Valley Fire Department—\$21,821.80 (incl. tax), which will be billed directly to SREC. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2021-0257 |
| 4. Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| a. Koz on West 4th LLC for the future construction of approximately 260 units at Parcel Numbers 35191.3803+, commonly known as 307 West 4 th Avenue. | | OPR 2022-0542 |
| b. 314 Riverside LLC for the future construction of approximately 73 units at Parcel Numbers 35184.0804+, commonly known as 314 West Riverside Avenue. | | OPR 2022-0543 |
| c. Brick on Wall, LLC for the future construction of approximately 24 units at Parcel Number | | OPR 2022-0544 |

35192.2204, commonly known as 204 S. Wall Street.

The Conditional Agreements 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. (Council Sponsors: Council Members Kinnear and Wilkerson)

- | | | | |
|-----|--|------------------------------------|------------------------------|
| 5. | Grant Agreement with the Washington State Department of Ecology for funding to be used for the purchase of HazMat equipment for the Fire Department from July 1, 2022 through June 30, 2023—\$54,700. (Relates to Special Budget Ordinance C36240) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0545 |
| 6. | Contract Amendment with Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for outside counsel services and advice in the legal matter Estate of David Novak, et. al. versus City of Spokane et. al.—increase of \$200,000. Total contract amount: \$574,500. (Council Sponsor: Council Member Stratton) | Approve | OPR 2019-0750 |
| 7. | Low Bid of Inland Asphalt Company (Spokane) for 2021 Residential Grind and Overlay - North Project—\$3,133,133. An administrative reserve of \$313,313.30, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0546
ENG 2021044 |
| 8. | Contract Amendment with ABM Industry Groups, LLC (Spokane) for janitorial services for Spokane Police Department properties, increasing the contract amount due to the Labor and Industries prevailing wage increase of \$1.65 per hour—annual additional amount \$5,319.48. Additional amount through the end of the contract (May 31, 2024): \$15,958.44. Total contract amount: \$62,183.44. (Council Sponsor: Council Member Cathcart) | Approve &
Authorize
Contract | OPR 2021-0385
RFB 21-105 |
| 9. | Renewal of Cellebrite software for use by the Spokane Police Department digital forensics lab in collaboration with SPD investigators—\$63,128.53. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2021-0299 |
| 10. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 15, 2022, total | Approve &
Authorize
Payments | CPR 2022-0002 |

\$9,255,311.99, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,029,209.71.

11. City Council Meeting Minutes: July 11, 2022.

Approve
All

CPR 2022-0013

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36240 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:

Fire Grants Miscellaneous Fund

1) Increase appropriations by \$54,700

A) Of the increased appropriations, \$54,700 will be used for the purchase of equipment for the SFD Hazmat unit

2) Increase revenues by \$54,700

A) Revenue will be received from Dept. of Ecology on a reimbursement basis per grant award.

(This action arises from the need to update budget for the Department of Ecology hazmat equipment grant award.) (Relates to Consent Agenda Item No. 5) (Council Sponsors: Council Members Kinnear and Zappone)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0067 Relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 (located in the West Plains and Northwest Terrace Pressure Zones) and authorizing the amendment of the City's

RWSA map on file with the Washington State Department of Health.
(Council Sponsors: Council Members Cathcart and Bingle)

RES 2022-0068 Expressing the intention of the City Council to designate a residential targeted area, amend SMC 8.15.030, and set a public hearing for August 15, 2022. (Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)

RES 2022-0069 (To be considered under Special Considerations Item S1.b.)

Request motion to accept substitute version of the following (RES 2022-0070):

RES 2022-0070 Reaffirming and supporting current laws in Washington State that impact abortion access in Spokane, and limiting City employee participation in cooperating with investigations of outside jurisdictions regarding abortion access. (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)

ORD C36244 (To be considered under Special Considerations Item S1.a.)

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

RECOMMENDATION

Request motion(s) to accept substitute versions of the following (S1.a. and S1.b.):

- | | | |
|--|--|-----------------------------|
| <p>S1. a. Final Reading Ordinance C36244 submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C36244</p> |
| <p>b. Resolution 2022-0069 requesting the Spokane County Auditor to hold a special election on November 8, 2022 to submit to the electors of the City of Spokane a proposition regarding amendments to sections 24, 28, 29 and 33 and repeal section 32 of the Spokane City Charter relating to the appointment, duties and powers of the city attorney and other legal counsel.
(Council Sponsors: Council President Beggs and Council Member Wilkerson)</p> | <p>Adopt
Upon Roll
Call Vote</p> | <p>RES 2022-0069</p> |

NO HEARINGS

Motion to Approve Advance Agenda for July 25, 2022 (per Council Rule 2.1.2)

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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual 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.

ADJOURNMENT

The July 25, 2022, Regular Legislative Session of the City Council is adjourned to August 1, 2022.

NOTES

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0541

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**MICAELA 655-0959
MARTINEZ**Project #****Contact E-Mail**

MMARTINEZ@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #**Agenda Item Name**

5100 - PURCHASE OF UC VEHICLES

Agenda Wording

Purchase approval of up to three(3) vehicles to be used as undercover units for the Spokane Police Department.

Summary (Background)

Fleet services would like to purchase three used undercover units for the Police Department. Two units will replace two totaled units and one unit is part of the annual rotation. Total estimated expenditure for the three units is \$120,000, including taxes and commissioning.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 120,000

1560-17200-94000-56404-68074

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

PSCHC 07/11/2022

Division Director

WALLACE, TONYA

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

mmcnab@spokanepolice.org

For the Mayor

PERKINS, JOHNNIE

mmartinez@spokanecity.org

Additional Approvals

spdfinance

Purchasing

Committee Agenda Sheet

Public Safety and Community Health Committee

July 11, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-655-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	LORI KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF THREE UNDERCOVER UNITS
Summary (Background)	Fleet services would like to purchase three used undercover units for the Police Department. Two units will replace two totaled units and one unit is part of the annual rotation. Total estimated expenditure for the three units is \$120,000, including taxes and commissioning.
Proposed Council Action & Date:	July 25, 2022, Approval.
Fiscal Impact: Total Cost: <u>\$120,000.00</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? 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? We are experiencing a very volatile vehicle market at the moment and are continuously evaluating vehicles from all over to ensure we are getting fair prices.	
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:**

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2017-0356

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

RFP 13-15

Requisition #

CR23765

Submitting Dept

FIRE

Contact Name/Phone

DUSTY PATRICK X7071

Contact E-Mail

DPATRICK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1970 - ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE

Agenda Wording

Contract renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$85,974.84

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the Fire Department. The system is vital for reporting incidents to Fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$85,974.84

1970-35142-22100-54820-99999

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

7/11/2022 Public Safety

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CM Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

fireaccounting@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

dpatrick@spokanecity.org

Additional Approvals

contracts@eso.com

Purchasing

PRINCE, THEA

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Fire IT
Contact Name & Phone	Dusty Patrick 625-7071
Contact Email	dpatrick@spokanefire.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1970 - ESO Solutions, Inc. Annual Subscription Fees for Software
Summary (Background)	<p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356). This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2022 through July 20, 2023. Annual cost will be approximately \$ \$85,974.84 (including tax). This is the 5th annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>
Proposed Council Action & Date:	
Fiscal Impact:	
Total Cost: \$85,974.84	

<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p>Operations Impacts</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>None</p>
<p>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?</p> <p>N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Reports are evaluated for quality and staff engage with end users to determine potential improvements or enhancements to the system.</p>
<p>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?</p> <p>SFD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i></p>



City of Spokane

CONTRACT RENEWAL

Title: **ANNUAL SUBSCRIPTION FOR
INCIDENT RECORD MANAGEMENT SYSTEM**

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is 679449, Dallas, Texas 75267, 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 subscription services to its Record Management System; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2022 and shall run through July 20, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY FIVE THOUSAND NINE HUNDRED SEVENTY-FOUR AND 84/100 DOLLARS (\$85,974.84)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

ESO SOLUTIONS, INC.

**CITY OF SPOKANE
FIRE DEPARTMENT**

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 – ESO Invoice dated June 21, 2022

Exhibit – Certificate Regarding Debarment

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

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

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

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

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



Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 06/21/2022
Invoice # ESO-83210
Terms Net 30
Due Date 07/21/2022
PO#

Bill To

Spokane Fire Department
44 W Riverside Ave.
Spokane WA 99201
United States
mlopez@spokanecity.org

Ship To

Spokane Fire Department
44 W Riverside Ave.
Spokane
WA 99201
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO EHR Suite	07/21/2022	07/20/2023	37,498	Incidents	\$52,519.70	\$4,500.00	\$48,019.70
Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.							
Telestaff Integration	07/21/2022	07/20/2023	1	Incidents	\$2,753.04	\$0.00	\$2,753.04
Integration with Telestaff Rostering to place staff on the appropriate calls.							
Fire Incidents (by Volume)	07/21/2022	07/20/2023	1	Incidents	\$24,925.85	\$0.00	\$24,925.85
Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
EHR - First Watch Interface	07/21/2022	07/20/2023	37,498		\$3,177.40	\$0.00	\$3,177.40
Enables transfer of EHR data to First Watch.							

Invoice Message:

Remit Payment to:

ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209

Total (Without Tax):	\$78,875.99
Tax:	\$7,098.85
Grand Total:	\$85,974.84
Amount Paid/Credit:	\$0.00
Total Recurring:	\$78,875.99
Total One-Time:	
Invoice Balance:	\$85,974.84

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/3382606/?amount=8855408.52

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/3382606/?card=false



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: ESO SOLUTIONS INC

Business name: ESO SOLUTIONS INC

Entity type: [Corporation](#)

UBI #: 602-909-509

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11500 ALTERRA PKWY
STE 100
AUSTIN TX 78758-3192

Mailing address: 11500 ALTERRA PKWY
STE 100
AUSTIN TX 78758-3192



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jun-12-2020

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

Governing people	Title
CARTER, JAMES R	
DILLIE, CHRIS	President
JOHNSON, CORTNEY	Treasurer
MUNDEN, ROBERT	Secretary

The Business Lookup information is updated nightly. Search date and time:
6/22/2022 8:56:12 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2023

5/5/2022

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 Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1494157 ESO Solutions, Inc. 11500 Alterra Parkway, Suite 100 Austin TX 78758	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Chubb Indemnity Insurance Company INSURER C: Allied World Assurance Company (U.S.) Inc. INSURER D: INSURER E: INSURER F:
	NAIC # 20281 12777 19489

COVERAGES ESOSO03

CERTIFICATE NUMBER: 17559641

REVISION NUMBER: XXXXXXXX

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	3607-56-64	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7362-73-14	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7182-73-01	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Cyber	N	N	0312-8651	5/3/2022	5/3/2023	\$5M

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

CERTIFICATE HOLDER

17559641

City of Spokane
808 W. SP.O.kane Falls Blvd.
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2021-0257

Renews #**Submitting Dept**

FIRE

Cross Ref #**Contact Name/Phone**

DUSTY PATRICK X7071

Project #**Contact E-Mail**

DPATRICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR23766

Agenda Item Name

1970 - INFOR CAD SOFTWARE CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Infor Public Sector, Inc. to add a Station Alerting Interface to our existing CAD System for the Spokane Valley Fire Department. The total cost to add this interface is \$21,821.80, which will be billed directly to SREC.

Summary (Background)

CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This amendment is adding an additional interface to allow operation of next-gen station alerting software for Spokane Valley Fire Department.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$21,821.80

1630-35210-28200-53104-99999

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

PSCH 7/11/2022

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CM Cathcart

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

fireaccounting@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

bchilds@spokanecity.org

Additional Approvals

shawwna.wagner@infor.com

Purchasing

PRINCE, THEA

matt.williams@infor.com

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire/Dispatch
Contact Name & Phone	Dusty Patrick 625-7071
Contact Email	DPatrick@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Contract Amendment
Summary (Background)	<p>CAD Maintenance Contract Amendment</p> <p>CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This amendment is adding an additional interface to allow operation of next-gen station alerting software for Spokane Valley Fire Department costing \$18,300 to implement (plus tax) and recurring maintenance costs of \$3,300 annually. The entire cost of this new interface will be billed back to SREC under our current ILA.</p>
Proposed Council Action & Date:	
<p>Fiscal Impact: Total Cost: \$18,300 +tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire/EMS, Fire Dispatch with reimbursement from SREC/SVFD</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p>	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None

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?

Performance measures are monitored and feedback from user agencies are collected regularly to ensure the software is performing to the expected standard.

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?

The amendment of this contract allows Fire CAD to interface with next-gen software to improve fire operations.



Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Agreement (s) between the parties (the "Agreement"). All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

PROD: Spokane

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	PSD-INTUSDDFSTALE RT	US Digital Fire Station Alerting Interface	1	CDB	XTP

	Total License Fee: \$15,000.00
--	---------------------------------------

* If specified in the User/License Restriction field:

"CDB" = **Connected Databases** - Means each interface to a single instance of a virtual or physical database management system.

**Support Level

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program
Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Annual Support Fee: \$3,300.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through twelve (12) months from Order Form Date.

Fee for Initial Term of Support:	\$3,300.00
Other Fees:	\$0.00
Total Amount Due (before applicable taxes):	\$18,300.00

Payment Terms:

Payment is due within 15 days from the Order Form Date.

Currency: USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

Customer

Account ID: 103

Infor GL ID: US06A

Account

Executive Name: Matt Williams

Delivery Address:	Invoice Address:
Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA	Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA
Contact Name: Dusty Patrick	Contact Name: Dusty Patrick
Contact Title:	Contact Title:
Contact Phone: (509) 625-7071	Contact Phone: (509) 625-7071
Contact email: dpatrick@spokane-fire.org	Contact email: dpatrick@spokanecity.org

III. Additional Terms

Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

Perpetual license - Subject to the terms and conditions of the Agreement and this Order Form, Infor grants Licensee a perpetual (subject to the termination provision of the Agreement), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the object code of the Component Systems specified herein (including any updates, enhancements, or modifications to such Component Systems that Infor provides pursuant to its Support obligations) on the Equipment for Licensee's own internal computing operations, provided Licensee is not in breach of the provisions of the Agreement or this Order Form and has paid all fees in a timely manner. Support for the Component Systems shall be provided on an annual basis upon Licensee's payment of the annual Support Fee prior to the beginning of the applicable Support period. Support will automatically renew for consecutive annual periods beyond the initial Support period on a year-to-year basis unless either party notifies the other in writing of its election to terminate Support for the Component Systems at least ninety (90) days prior the expiration of the then-current Support period. Unless otherwise stated in this Order Form, Licensee has the right to use the Component System in object code format only and no rights to source code are granted. Any rights not expressly granted in the Agreement and this Order Form are expressly reserved.

If the Support renewal of Licensee's previously licensed Component System(s) is pending, then Licensee hereby consents to the renewal of Support services for such Component System(s) and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the Component System(s) licensed herein until such payment is received.

Any reference to "accept" or "acceptance" in the Agreement is not applicable to the Component Systems licensed on this Order Form.

The total liability of Infor in connection with the Component Systems licensed on this Order Form shall not exceed the license fee the Licensee actually pays to Infor for such Component Systems.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

The Component Systems licensed on this Order Form are for production use only. If Licensee wishes to run a copy of the Component Systems for disaster recovery purposes, a separate Order Form is required and additional fees may be required.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The Component Systems licensed on this Order Form are new and/or additional licenses and are not intended to be an exchange or upgrade from any of Licensee's previously licensed Component Systems. If Licensee's intent was for this Order Form to be an exchange or upgrade, then the previously licensed Component System(s) must be current on support and such support shall transfer to the Component System(s) licensed on this Order Form.

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems license, Delivery shall be FOB Shipping Point.

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form (the "Order Form Date") to be completed by Infor upon countersignature: _____

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**
(Infor)

Signature

Typed or Printed Name

Job Title

Date

for: **Spokane Fire Department**
(Customer or Licensee)

Signature

Typed or Printed Name

Job Title

Date



Services Work Order

This Time and Materials Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between **Infor (US), LLC** ("Infor") and **Spokane Fire Department** ("Licensee") with an Effective Date of **6/5/2003** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalised terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective Date of Work Order: date of final signature below

Work Order Number: AGR.120578

Prepared by: Laurie Hovatter

Project Name: Spokane Fire Department - ICS US Digital Interface

Description of Services to be Provided

* 8 Hours remote installation and configuration for the US Digital Interface

General Assumptions and Obligations

- 1.Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
- 2.Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
- 3.For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
Consultant, Sr.	8.00	215.00	1,720.00

Grand Total	1,720.00
Currency	US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **8/14/2022**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 30 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

Locations:

Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below.

44 West Riverside
Spokane WA 99201
United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.	
Infor (US), LLC	Spokane Fire Department
Signature :	Signature :
Printed Name :	Printed Name :
Title :	Title :
Address : 13560 Morris Road Alpharetta GA 30004 USA	Address : 44 West Riverside Spokane WA 99201 United States
Signed Date :	Signed Date :
	Purchase Order Number :
	eBilling (Email Address) :
	Invoice Mailing Address if different from: 44 West Riverside Spokane WA 99201 United States
	Address :
	Phone :
	Email Address :
	Contact Name :
INTERNAL USE ONLY	

Primary Product : EnRoute Products	ICS Approval ID: AGR.120578
Existing Project ID :	Existing Project Manager :
Opportunity ID : OP-04399544	Internal ID:

The hours and rates listed aside the resource role(s) in the table below represent the “Resource Model” and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule. Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.	
Consultant, Assoc.	145.00
Consultant	205.00
Consultant, Sr.	215.00
Consultant, Pr.	230.00
Consultant, Sr. Pr.	245.00
Solution Architect	230.00
Project Manager, Assoc.	230.00
Project Manager	245.00
Project Director	285.00
Project Director, Sr.	325.00
COE Consultant Offshore	60.00
COE Sr Consultant Offshore	95.00
COE Pr Consultant Offshore	110.00
COE Project Admin Offshore	45.00
COE Project Manager Offshore	95.00
COE Project Director Offshore	120.00
COE Consultant, Assoc. Offshore	55.00
COE Solution Architect Offshore	95.00

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0542

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MFTE CONDITIONAL AGREEMENT - KOZ ON WEST 4TH

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with Koz on West 4th LLC for the future construction of approximately 260 units, at Parcel Number(s) 35191.3803+ , commonly known as 307 West 4th. This Conditional Agreement will

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. Staff has determined that the Koz on West 4th Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Kinnear and

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

smacdonald@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

APPLICANT: Cathy Reines

jchurchill@spokanecity.org

tstripes@spokanecity.org

rbenzie@spokancity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

	<ul style="list-style-type: none"> ○ Estimated Construction Costs of all phases: \$2.7M ○ Located in the Riverside neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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? SMC 08.15 Multi- Family Housing Property Tax Exemption A. The purposes of this chapter are to: <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. 	
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? RCW <u>84.14.100</u> Report— Filing— Department of commerce audit or review— Guidance to cities and counties. (Expires January 1, 2058.) (1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW <u>84.14.021</u> , must file with a designated authorized representative of the city or county an annual report indicating the following: (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;	

(b) A certification by the owner 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 RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- 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

Comprehensive Plan Housing Policies:

- 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

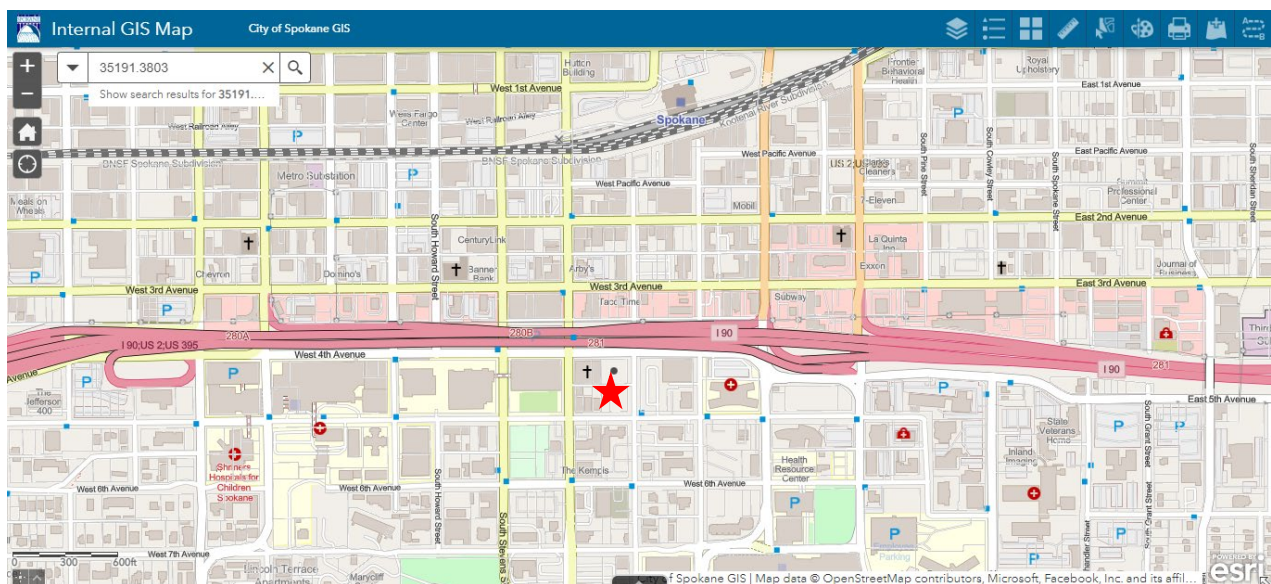
H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

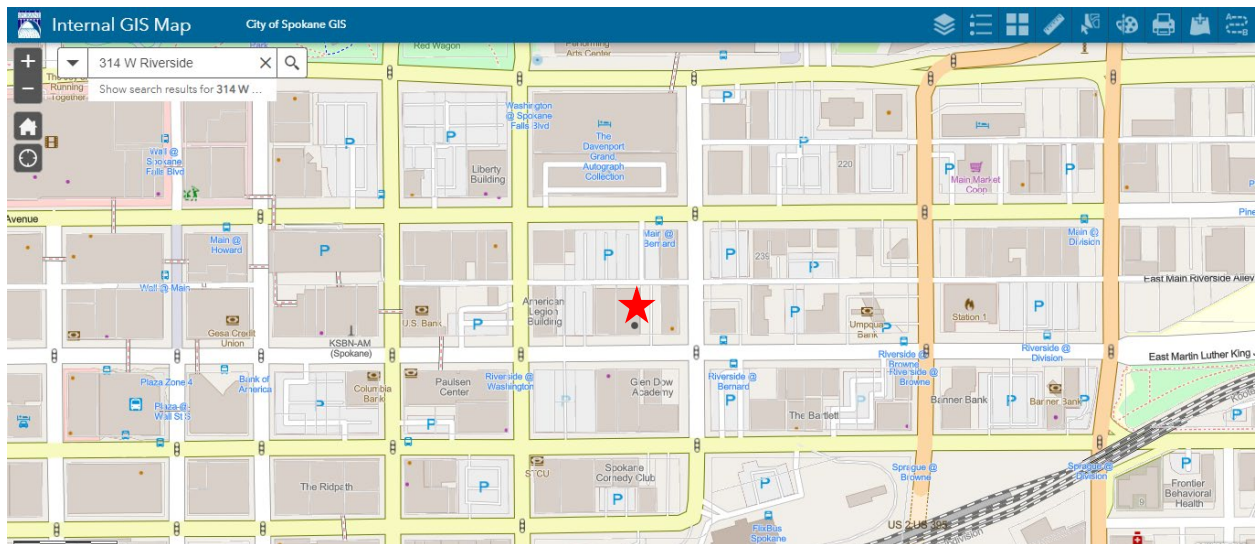
ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

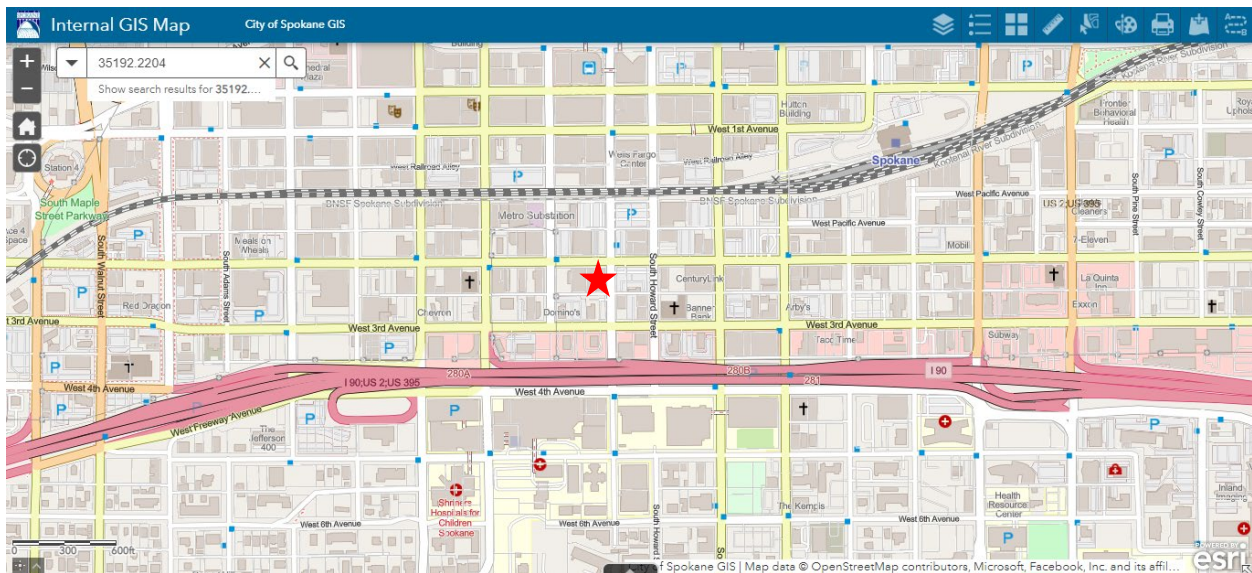
Site & Location: Koz on West 4th



Site & Location: Jensen Byrd Riverside



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Koz on West 4th LLC, as "Owner/Taxpayer" whose business address is 1830 Bickford Ave, Ste 201, Snohomish, WA 98290.

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:

35191.3803 RAILROAD 2ND L4-5-6 B80, 35191.3811 RAILROAD 2ND ADD LTS 7 & 8 BLK 8035191.3806 RAILROAD 2ND L9 B80

Assessor's Parcel Number(s) 35191.3803, 35191.3811, 35191.3806, commonly known as 307 West 4th.

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 260 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 ESSB 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

Koz on West 4th LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0543

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MFTE CONDITIONAL AGREEMENT - JENSEN BYRD RIVERSIDE

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with 314 Riverside LLC for the future construction of approximately 73 units, at Parcel Number(s) 35184.0804+, commonly known as 314 W Riverside. This Conditional Agreement will

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. Staff has determined that the Jensen Byrd Riverside Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Kinnear and

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

smacdonald@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

jchurchill@spokanecity.org

tstripes@spokanecity.org

rbenzie@spokanecity.org

APPLICANT: Russell Spalding russ@spaldings.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

	<ul style="list-style-type: none"> ○ Estimated Construction Costs of all phases: \$2.7M ○ Located in the Riverside neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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? SMC 08.15 Multi- Family Housing Property Tax Exemption A. The purposes of this chapter are to: <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. 	
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? RCW <u>84.14.100</u> Report— Filing— Department of commerce audit or review— Guidance to cities and counties. (Expires January 1, 2058.) (1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW <u>84.14.021</u> , must file with a designated authorized representative of the city or county an annual report indicating the following: (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;	

(b) A certification by the owner 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 RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

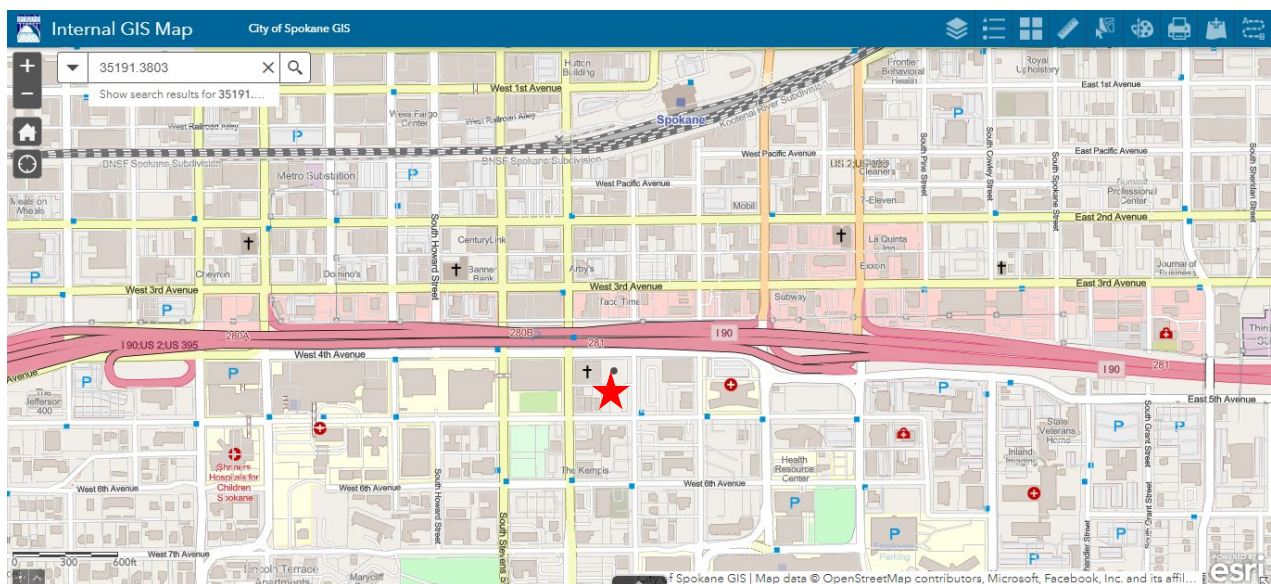
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure

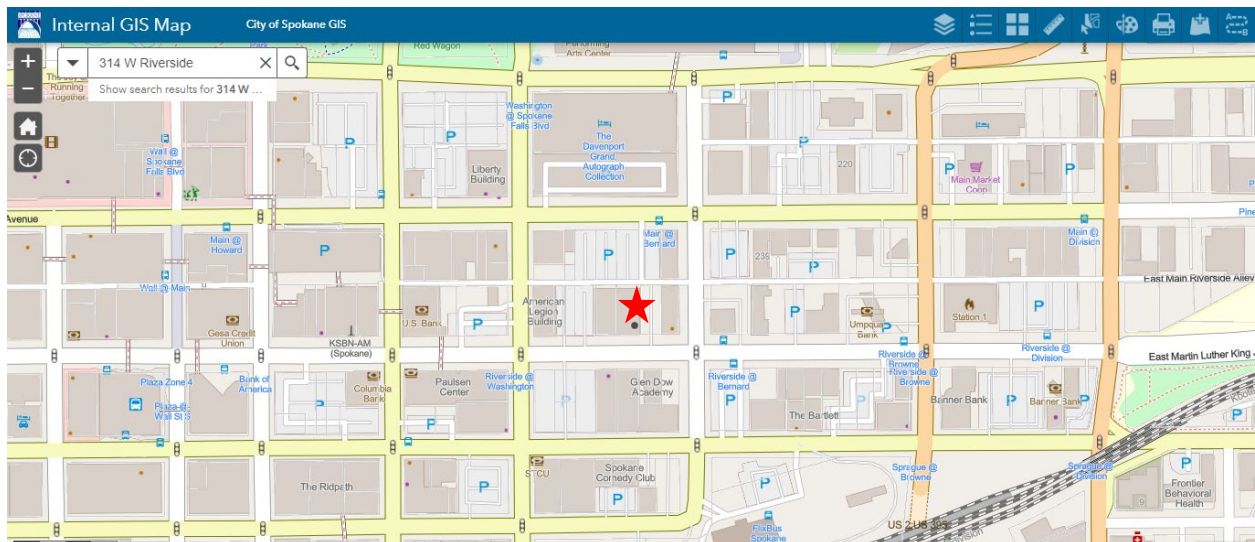
H 1.10 Lower-Income Housing Development Incentives
H 1.11 Access to Transportation
H 1.18 Distribution of Housing Options
Comprehensive Plan Economic Development Policies:
ED 2.4 Mixed-Use
ED 7.4 Tax Incentives for Land Improvement

Site & Location: Koz on West 4th

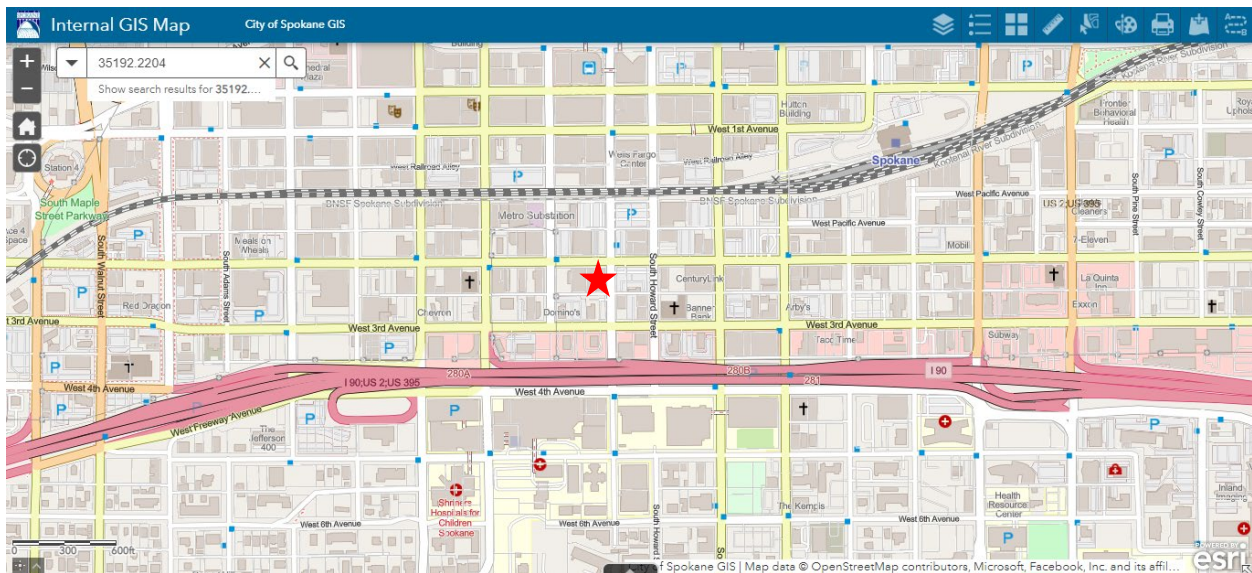


Site & Location: Jensen Byrd Riverside

320 W RIVERSIDE AVE



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 314 Riverside LLC, as "Owner/Taxpayer" whose business address is 10708 E Knox Ave, Spokane WA 99206.

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:

35184.0804: HAVERMALE ADD PT OF L4TO6 B6 S42FT OF W1/2 OF L4 ALSO W50FT OF L5&6 ALSO BEG ON SL OF L6 49.59FT W OF SECOR W.41FT N PAR TO WL 79.46FT E.30FT S79.46FT TO POB &STP BET EL OF SW1/4 OF SE1/4 SEC18-25-43 &WL OF L4TO6 B6 EXC N8FT, 35184.2212: RES&ADD SPOKANE FALLS L10 B17 &STP E OF&ADJ BET WL OF SE1/4OF SE1/4 OF SEC 18-25-43&EL OF L10 B17), 35184.2211: RES&ADD SPOKANE FALLS L9 B17, 35184.2201: RES&ADD SPOKANE FALLS L1 B17

Assessor's Parcel Number(s) 35184.0804, 35184.2212, 35184.2211, 35184.2201, commonly known as 314 W Riverside St.

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 73 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

314 Riverside LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0544

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MFTE CONDITIONAL AGREEMENT - BRICK ON WALL APARTMENTS

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with Brick on Wall, LLC for the future construction of approximately 24 units, at Parcel Number(s) 35192.2204, commonly known as 204 S Wall Street. This Conditional Agreement will

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. Staff has determined that the Brick on Wall Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Kinnear and

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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smacdonald@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

tstripes@spokanecity.org

jchurchill@spokanecity.org

rbenzie@spokanecity.org

APPLICANT: Michael Craven



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

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

Select \$	#
----------------	---

<u>Distribution List</u>	
---------------------------------	--

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

	<ul style="list-style-type: none"> ○ Estimated Construction Costs of all phases: \$2.7M ○ Located in the Riverside neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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? SMC 08.15 Multi- Family Housing Property Tax Exemption A. The purposes of this chapter are to: <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. 	
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? RCW <u>84.14.100</u> Report— Filing— Department of commerce audit or review— Guidance to cities and counties. (Expires January 1, 2058.) (1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW <u>84.14.021</u> , must file with a designated authorized representative of the city or county an annual report indicating the following: (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;	

(b) A certification by the owner 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 RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- 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

Comprehensive Plan Housing Policies:

- 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

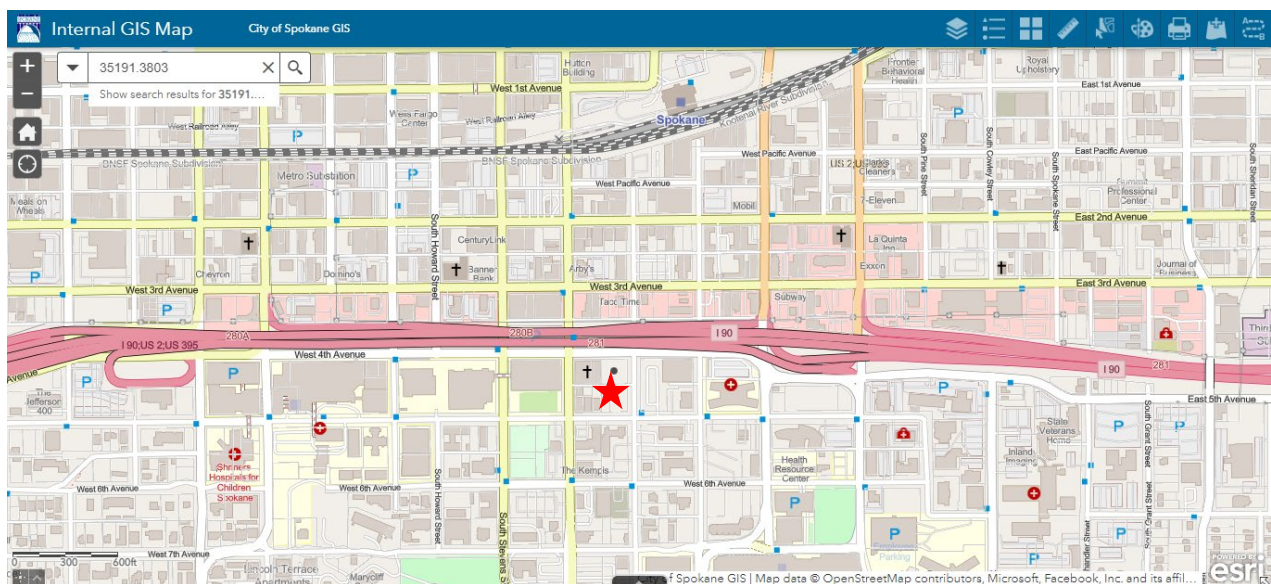
H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

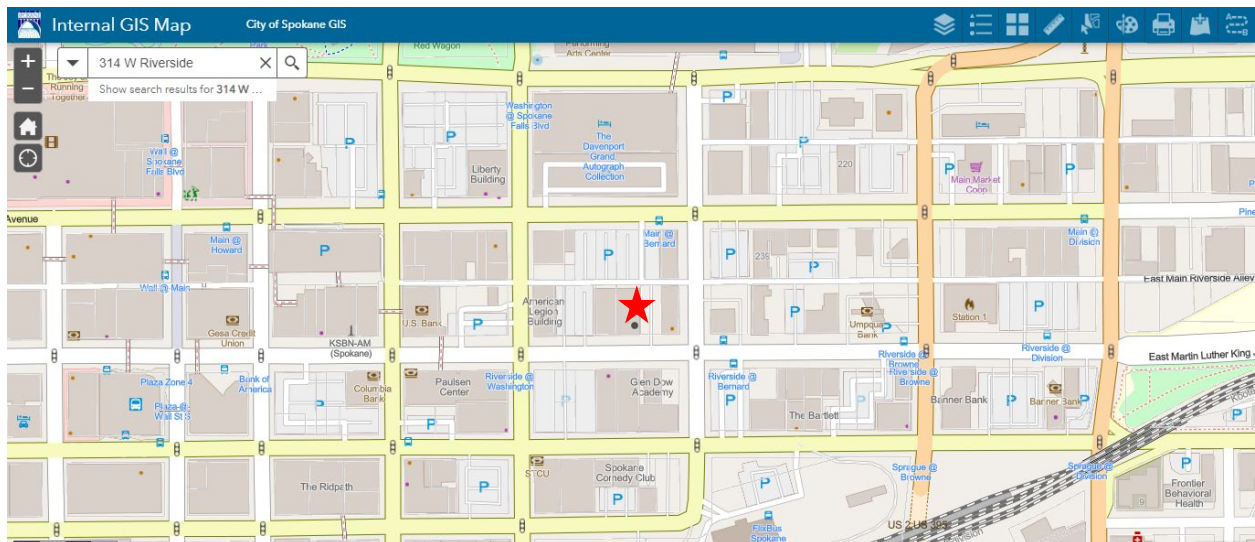
ED 7.4 Tax Incentives for Land Improvement

Site & Location: Koz on West 4th

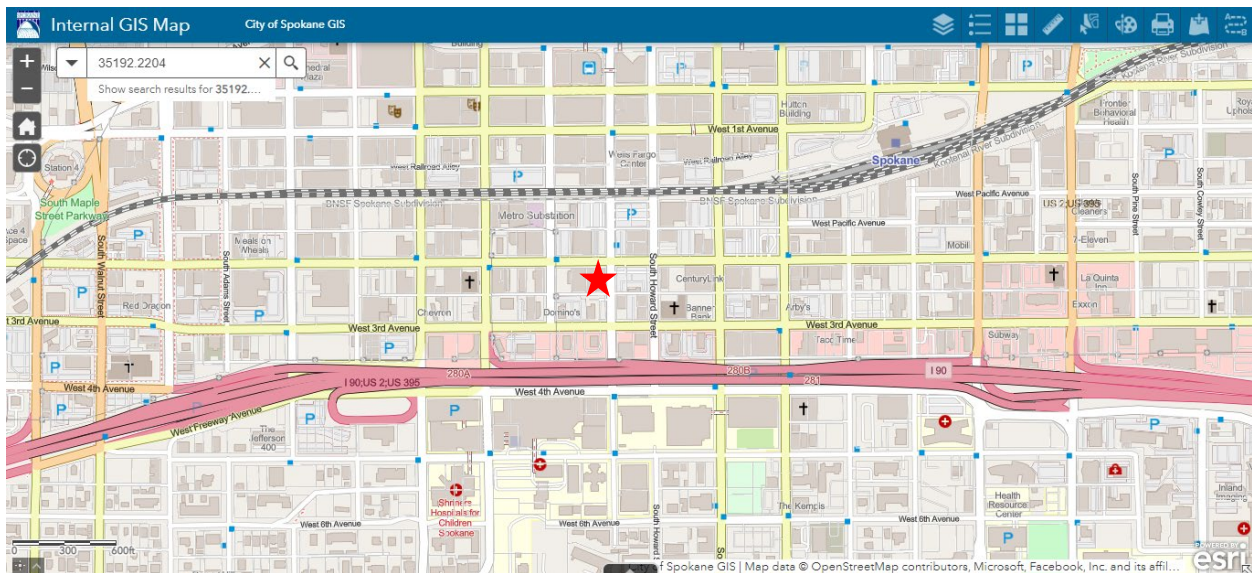


Site & Location: Jensen Byrd Riverside

320 W RIVERSIDE AVE



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Brick on Wall, LLC, as "Owner/Taxpayer" whose business address is 1414 S. Bernard St. Spokane, WA 99203.

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:

RAILROAD ADD L5 B34

Assessor's Parcel Number(s) 35192.2204, commonly known as 204 S Wall.

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

Brick on Wall, LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0545

Renews #**Cross Ref #**

ORD C36240

Submitting Dept

FIRE

Contact Name/Phone

BRIAN SCHAEFFER 625-7001

Project #**Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

SBO

Agenda Item Name

1440 - DOE HAZMAT EQUIPMENT GRANT

Agenda Wording

Acceptance of \$54,700 from the Department of Ecology as grant funding to be use for the procurement of equipment. Agreement No. SPPREG-2123-Spokane-00040

Summary (Background)

In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment. Grant period 7/1/2021 to 06/30/2023

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 54,700

1440-93544-99999-33431

Expense \$ 54,700

1440-93544-VARIOUS

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

PSCHC 06/15/2021

Division Director

SCHAEFFER, BRIAN

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

kschmitt@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

bschaeffer@spokanecity.org

Additional Approvals

fireaccounting@spokanecity.org

Purchasing

rcmathews@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE



Agreement No. SPPREG-2123-Spokane-00040

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Spokane city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Needed SFD HazMat Equipment
Total Cost:	\$54,700.00
Total Eligible Cost:	\$54,700.00
Ecology Share:	\$54,700.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Equipment Cache Grant

Project Short Description:

The City of Spokane Fire Department, is seeking funding to purchase hazardous materials chemical detection and decontamination equipment.

Project Long Description:

The City of Spokane Fire Department is aggressively innovative but serially underfunded. Spokane Fire Department (SFD) has spent the last 20 years pushing through various adverse financial circumstances. In 2001, Washington cut the annual cap on property tax levies to 1%. This cap dramatically affected Spokane's revenue structure, forcing the City to make a \$5-\$6 million general fund budget reduction in 2004. At that time, nearly 21% of the general fund was designated to the Spokane Fire Department. Reductions cost SFD nearly \$2 million. Forty-eight positions were lost, with 29 personnel laid off. In 2009, voters rejected a desperately needed fire bond. This failed bond resulted in the loss of the capital improvement funds for facilities and critical apparatus replacements. In 2010, there was a \$5.5 million

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

increase to the previous year's general city government expenses due to unfunded mandates, collective bargaining agreement impacts, and cost increases in fuel, oil, utilities, and healthcare. This created a \$7 million shortfall in the 2010 budget, overcome by accessing employee savings, non-personnel reductions, revenue increases, and use of the reserve account. A similar shortfall in 2011 resulted in the loss of 10 additional positions. The City saw an increase in the 2012 budget with the annexation of land to the west and the first new fire station placed in service in over 25 years. Twelve SFD firefighters were reinstated to staff the new station, though the increase did not provide relief to the stations that lost positions due to previous budget reductions. In 2013, SFD took action against the salary savings plan and prompted a pension payout adjustment in 2013/2014, preventing further layoffs. However, the Spokane Fire Department still lost 12 positions through attrition. In 2013, a SAFER Grant funded the recovery of the recently lost positions, allowing the SFD to staff a much-needed fire station in Spokane's remote southwest area. In 2014, 5 years after the 2009 bond failure, the Mayor and City Council finally responded to the erosion of SFD readiness due to outdated apparatus, equipment & PPE. Property taxes were raised 1% per year for six years to help fund outdated Fire and Police capital. Funds generated from this tax have allowed SFD to modernize its apparatus fleet gradually, and in 2017, the 48 positions lost in 2004 were finally re-instated by a 2015 SAFER Grant award. Spokane has not seen the explosive economic growth enjoyed by the west side of the state. SFD's budget has remained flat for four years; however, call volume has increased 3-5% per year over the same period. SFD has only met these rising demands through aggressive pursuit of grant money, creative staffing, and sacrifice when necessary. The COVID pandemic greatly impacted the Spokane Fire Department. The sudden, unexpected expense brought on by the pandemic to increase PPE, modify daily operations, and overcome staffing shortages due to COVID contamination was a sudden blow that they were not prepared for. The impact from COVID became even more remarkable as the City finances took a significant hit from a failing economy due to mass business shutdowns. The decrease in City funding impacted all City Department, including the Spokane Fire Department. The Fire Department has had to utilize the Structural Improvement Plan (SIP) loan to afford to replace expired SCBA equipment and has aggressively pursued several grants in an effort to bridge the funding gap.

SFD's Hazmat team is struggling to fund much needed chemical detection equipment. Their Hazmat equipment is currently inadequate for major chemical, biological, radiological, and nuclear (CBRN) detection at significant community events. The addition of the requested equipment will ensure SFD is a highly qualified responding unit with detection systems that ensure faster detection of chemical releases, providing the most significant degree of protection for both first responders and citizens.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

Project Manager	Robert Mathews Lt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000
Billing Contact	Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Brian Schaeffer Fire Chief 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: bschaeffer@spokane-fire.org Phone: (509) 625-6310

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Aaron Hubler PO Box 47600 Olympia, Washington 98504-7600 Email: ahub461@ecy.wa.gov Phone: (360) 485-5921
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Spokane city of

By: _____

By: _____

Carlos Clements

Date

Brian Schaeffer

Date

Spills

Fire Chief

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$54,700.00

Task Title: New Response Equipment and Resources

Task Description:

A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:

Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible equipment	06/30/2023
2.2	Schedule equipment inspection with Ecology	06/30/2023

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BUDGET**Funding Distribution EG220594**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Needed SFD HazMat Equipment Funding Type: Grant
Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Needed SFD HazMat Equipment	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 54,700.00

Total: \$ 54,700.00

Agreement No: SPPREG-2123-Spokane-00040
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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Needed SFD HazMat Equipment	0.00 %	\$ 0.00	\$ 54,700.00	\$ 54,700.00
Total		\$ 0.00	\$ 54,700.00	\$ 54,700.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SPPREG-2123-Spokane-00040
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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire Department
Subject:	Request for approval to apply for grant
Date:	06/15/2021
Contact (email & phone):	Amanda Winchell, 509-625-7037
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Brian Schaeffer, Fire Chief
Committee(s) Impacted:	Public Safety and Community Health 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)	Budget
Strategic Initiative:	
Deadline:	06/29/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve the pursuance of the Department of Ecology Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant.
Background/History: The Fire Department is seeking grant funding for equipment needed for Hazardous Materials detection and expired decontamination equipment.	
Executive Summary: The Spokane Fire Department will apply for the Department of Ecology Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant, in the amount of 422,939.53	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None.	

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2019-0750

Renews #**Cross Ref #****Project #****Bid #****Requisition #**PAID THRU
CLAIMS**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

LYNDEN SMITHSON 6283

Contact E-Mail

LSMITHSON@SPOKANECITY.ORG

Agenda Item Type

Report Item

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

A Contract Amendment with Stewart Estes and the Law Firm of Keating, Bucklin & McCormack, Inc., for outside counsel services and advice in the legal matter of Estate of David Novak, et. al., v. City of Spokane, et. al.

Summary (Background)

This amendment will increase the contract by \$200,000 for a contract total of \$574,500.00

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 200,000.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

#

#

#

Approvals**Dept Head**

PICCOLO, MIKE

Division Director**Finance**

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

PERKINS, JOHNNIE

Council Notifications**Study Session\Other**

7/11/22 Committee

Council SponsorCouncil Member Karen
Stratton**Distribution List**

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Additional Approvals**Purchasing**

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jlargent@spokanecity.org



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 **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, 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 providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID NOVAK, ET. AL. v. CITY OF SPOKANE, ET. AL., 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, attested by the City Clerk on September 6, 2019, 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 June 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$574,500.00).**

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.

**KEATING, BUCKLIN &
MCCORMACK, INC., P.S.**

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

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2022-0546

Renews #**Cross Ref #****Project #**

2021044

Bid #**Requisition #**

BT in Process

Submitting Dept

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – RES. GRIND & OVERLAY (2021044) – INLAND ASPHALT

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for 2021 Residential Grind and Overlay-North - \$3,133,133.00. An administrative reserve of \$313,313.30, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On July 18, 2022 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$3,133,133.00, which is \$293,218.00 or 10.3%, above the Engineer's Estimate of \$2,839,915.00; one other bid was received as follows: Shamrock Paving Inc., - \$3,309,250.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ 2,870,272.13

Expense \$ 576,174.17

Select \$

Select \$

Budget Account

1990-49871-42300-54201-99999

4310-43387-94350-56501-99999

#

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

FEIST, MARLENE

Finance

ORLOB, KIMBERLY

Legal

ODLE, MARI

For the Mayor

PERKINS, JOHNNIE

Council Notifications**Study Session\Other**

UE 7/11

Council Sponsor

Kinnear

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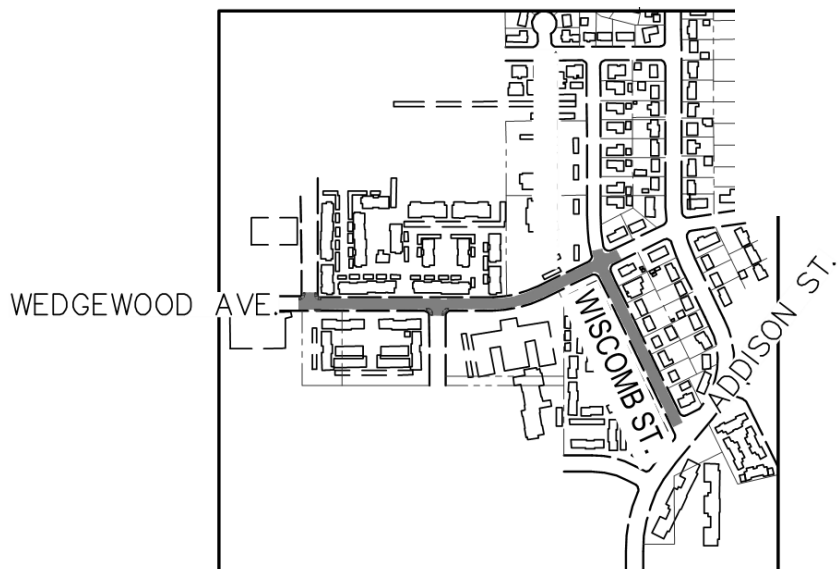
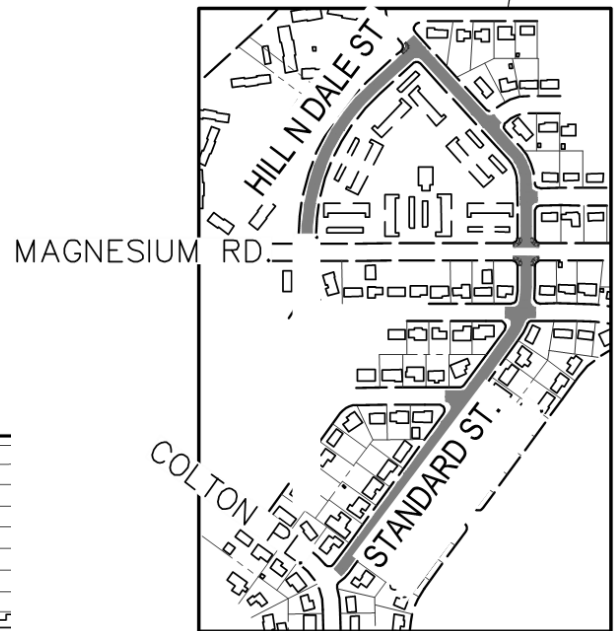
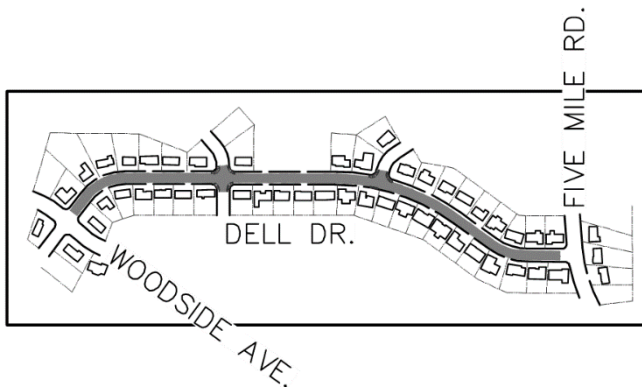
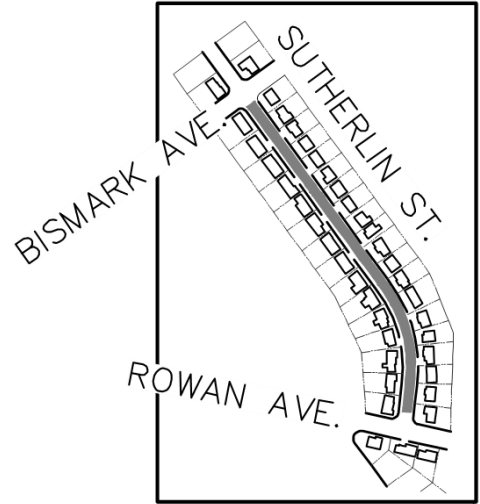
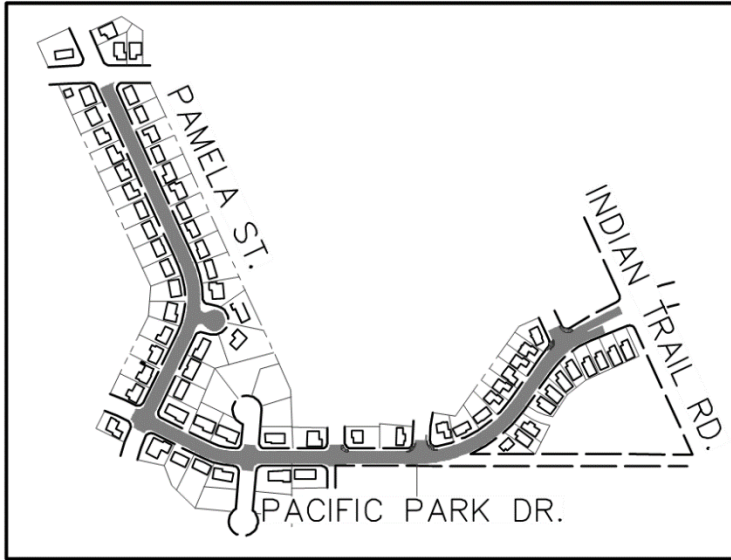
pyoung@spokanecity.org

Jamie.tibbits@inlandnw.com

Briefing Paper Urban Experience

Division & Department:	Public Works, Engineering
Subject:	2021 Residential Grind & Overlay (North) Project
Date:	7-11-22
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
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)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<u>Background/History:</u> <ul style="list-style-type: none"> • This project/briefing paper was on the 11-22-21 PIES consent agenda. However, because that was more than 6 months ago, we are bringing this to committee again. • This project has been delayed due to staff focusing on the Cochran basin/TJ Meenach projects. • The project described herein is the north half of the annual grind and overlay project (the south half was bid earlier this year) funded by the transportation benefit district. 	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • Refer to the attached exhibit for the north portion of the streets included in this year's project. • Curb ramps will also be upgraded. • Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. • Residents will have access to their homes during construction which will occur in the 2022 construction season. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project Location





City of Spokane

PUBLIC WORKS CONTRACT

Title: **2021 RESIDENTIAL
GRIND AND OVERLAY - NORTH**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND ASPHALT COMPANY**, whose address is 5111 East Broadway Avenue, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** 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 Special Provisions entitled **2021 RESIDENTIAL GRIND AND OVERLAY - NORTH.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor

Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

23. 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.

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

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

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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.

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

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

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1)

acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

INLAND ASPHALT COMPANY

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:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$3,133,133.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2021 RESIDENTIAL GRIND AND OVERLAY - NORTH**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
County of _____) ss.

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$3,133,133.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2021 RESIDENTIAL GRIND AND OVERLAY - NORTH**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTI- MATED QUANTI- TIES	UNIT PRICE		TOTAL	
1	ADA FEATURES SURVEYING	1.00 LS	\$	4,000.00	\$	4,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$	20,000.00	\$	20,000.00
3	REIMBURSEMENT OF THIRD PARTY DAM- AGE	1.00 EST	\$	1.00	\$	1.00
4	SPCC PLAN	1.00 LS	\$	500.00	\$	500.00
5	POTHOLING	20.00 EA	\$	200.00	\$	4,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$	20,000.00	\$	20,000.00
7	MOBILIZATION	1.00 LS	\$	241,738.90	\$	241,738.90
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	185,000.00	\$	185,000.00
9	SEQUENTIAL ARROW SIGNS	75.00 HR	\$	6.12	\$	459.00
10	TYPE III BARRICADE	89.00 EA	\$	83.50	\$	7,431.50
11	TREE ROOT TREATMENT	16.00 EA	\$	835.00	\$	13,360.00
12	TREE PROTECTION ZONE	59.00 EA	\$	300.00	\$	17,700.00

13	REMOVE TREE, CLASS I	1.00 EA	\$	500.00	\$	500.00
14	TREE PRUNING	65.00 EA	\$	250.00	\$	16,250.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	5,000.00	\$	5,000.00
16	REMOVE EXISTING CURB	1,024.00 LF	\$	5.00	\$	5,120.00
17	REMOVE EXISTING CURB AND GUTTER	190.00 LF	\$	20.40	\$	3,876.00
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	578.00 SY	\$	21.00	\$	12,138.00
19	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	1,150.00	\$	3,450.00
20	SAWCUTTING CURB	56.00 EA	\$	39.00	\$	2,184.00
21	SAWCUTTING RIGID PAVEMENT	1,100.00 LFI	\$	5.25	\$	5,775.00
22	SAWCUTTING FLEXIBLE PAVEMENT	10,750.00 LFI	\$	1.60	\$	17,200.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	215.00	\$	2,150.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	78.00	\$	780.00
25	CSTC FOR SIDEWALK AND DRIVEWAYS	50.00 CY	\$	165.00	\$	8,250.00
26	CRACK SEALING, 1 INCH TO 3 INCH	89,100.00 LF	\$	2.22	\$	197,802.00
27	CRACK SEALING, 3 INCH TO 6 INCH	3,990.00 LF	\$	6.70	\$	26,733.00

28	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	48,509.00 SY	\$	14.00	\$	679,126.00
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2,074.00 SY	\$	125.00	\$	259,250.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10.00 SY	\$	600.00	\$	6,000.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	4,252.00 SY	\$	37.00	\$	157,324.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4,252.00 SY	\$	35.00	\$	148,820.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	20,200.00 SY	\$	5.80	\$	117,160.00
34	PLANING BITUMINOUS PAVEMENT - TAPER	9,750.00 SY	\$	6.00	\$	58,500.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
36	COMPACTION PRICE ADJUSTMENT	34,000.00 EST	\$	1.00	\$	34,000.00
37	STORM SEWER PIPE 8 IN. DIA.	415.00 LF	\$	68.00	\$	28,220.00
38	CATCH BASIN TYPE 1	4.00 EA	\$	3,700.00	\$	14,800.00
39	DRYWELL TYPE 2	17.00 EA	\$	14,400.00	\$	244,800.00
40	RETROFIT CB WITH FRAME & DUAL VANED GRATE	1.00 EA	\$	2,500.00	\$	2,500.00
41	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	4.00 EA	\$	3,000.00	\$	12,000.00
42	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	11.00 EA	\$	1,400.00	\$	15,400.00

43	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	8.00 EA	\$	1,400.00	\$	11,200.00
44	MH OR DW FRAME AND COVER (STANDARD)	58.00 EA	\$	1,650.00	\$	95,700.00
45	VALVE BOX AND COVER	71.00 EA	\$	900.00	\$	63,900.00
46	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	13.00 EA	\$	2,850.00	\$	37,050.00
47	CLEANING EXISTING DRAINAGE STRUCTURE	14.00 EA	\$	425.00	\$	5,950.00
48	TRENCH SAFETY SYSTEM	1.00 LS	\$	12,000.00	\$	12,000.00
49	CATCH BASIN SEWER PIPE 8 IN. DIA.	185.00 LF	\$	59.50	\$	11,007.50
50	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	3,000.00	\$	3,000.00
51	CLEANING EXISTING SANITARY SEWERS	6.00 EA	\$	1,360.00	\$	8,160.00
52	ESC LEAD	1.00 LS	\$	2,000.00	\$	2,000.00
53	INLET PROTECTION	16.00 EA	\$	150.00	\$	2,400.00
54	STREET CLEANING	20.00 HR	\$	222.00	\$	4,440.00
55	BARK OR WOOD CHIP MULCH	2.00 CY	\$	150.00	\$	300.00
56	ROCK MULCH	4.00 CY	\$	150.00	\$	600.00
57	HYDROSEEDING	25.00 SY	\$	15.00	\$	375.00

58	SOD INSTALLATION	305.00 SY	\$	14.00	\$	4,270.00
59	RECONSTRUCT BLOCK WALL	1.00 LS	\$	2,000.00	\$	2,000.00
60	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	26,000.00	\$	26,000.00
61	CEMENT CONCRETE CURB	341.00 LF	\$	65.60	\$	22,369.60
62	CEMENT CONCRETE CURB AND GUTTER	931.00 LF	\$	64.50	\$	60,049.50
63	MODIFY FENCING	1.00 LS	\$	8,000.00	\$	8,000.00
64	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	11,000.00	\$	11,000.00
65	REFERENCE AND REESTABLISH SURVEY MONUMENT	5.00 EA	\$	1,120.00	\$	5,600.00
66	ADJUST MONUMENT FRAME AND COVER	15.00 EA	\$	170.00	\$	2,550.00
67	CEMENT CONCRETE SIDEWALK	666.00 SY	\$	176.00	\$	117,216.00
68	RAMP DETECTABLE WARNING	264.00 SF	\$	34.50	\$	9,108.00
69	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	7,200.00	\$	7,200.00
70	PAVEMENT MARKING - DURABLE HEAT APPLIED	10.00 SF	\$	39.00	\$	390.00
71		0.00	\$	0.00	\$	0.00
Schedule A-1 Subtotal					\$	<u>3,133,133.00</u>

SCHEDULE A-2
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTI- TIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ 3,133,133.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2021044**

Project Description 2021 Residential Grind & Overlay - North **Original Date** 7/18/2022 3:44:00 PM

Project Number: 2021044			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	5,000.00	5,000.00	4,000.00	\$4,000.00	12,000.00	\$12,000.00
2	APPRENTICE UTILIZATION	1 LS	2,000.00	2,000.00	20,000.00	\$20,000.00	5,000.00	\$5,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,000.00	1,000.00	500.00	\$500.00	1,000.00	\$1,000.00
5	POTHOLING	20 EA	450.00	9,000.00	200.00	\$4,000.00	200.00	\$4,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	20,000.00	\$20,000.00	40,000.00	\$40,000.00
7	MOBILIZATION	1 LS	234,000.00	234,000.00	241,738.90	\$241,738.90	320,000.00	\$320,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	90,000.00	90,000.00	185,000.00	\$185,000.00	305,799.50	\$305,799.50
9	SEQUENTIAL ARROW SIGNS	75 HR	8.00	600.00	6.12	\$459.00	10.00	\$750.00
10	TYPE III BARRICADE	89 EA	50.00	4,450.00	83.50	\$7,431.50	110.00	\$9,790.00
11	TREE ROOT TREATMENT	16 EA	800.00	12,800.00	835.00	\$13,360.00	825.00	\$13,200.00
12	TREE PROTECTION ZONE	59 EA	400.00	23,600.00	300.00	\$17,700.00	300.00	\$17,700.00
13	REMOVE TREE, CLASS I	1 EA	450.00	450.00	500.00	\$500.00	650.00	\$650.00
14	TREE PRUNING	65 EA	350.00	22,750.00	250.00	\$16,250.00	260.00	\$16,900.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	35,000.00	\$35,000.00
16	REMOVE EXISTING CURB	1024 LF	11.00	11,264.00	5.00	\$5,120.00	15.00	\$15,360.00
17	REMOVE EXISTING CURB AND GUTTER	190 LF	14.00	2,660.00	20.40	\$3,876.00	22.00	\$4,180.00
18	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	578 SY	20.00	11,560.00	21.00	\$12,138.00	16.00	\$9,248.00
19	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	800.00	2,400.00	1,150.00	\$3,450.00	600.00	\$1,800.00
20	SAWCUTTING CURB	56 EA	50.00	2,800.00	39.00	\$2,184.00	50.00	\$2,800.00
21	SAWCUTTING RIGID PAVEMENT	1100 LFI	1.00	1,100.00	5.25	\$5,775.00	2.50	\$2,750.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

22	SAWCUTTING FLEXIBLE PAVEMENT	10750 LFI	0.80	8,600.00	1.60	\$17,200.00	0.55	\$5,912.50
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	215.00	\$2,150.00	40.00	\$400.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	78.00	\$780.00	60.00	\$600.00
25	CSTC FOR SIDEWALK AND DRIVEWAYS	50 CY	150.00	7,500.00	165.00	\$8,250.00	200.00	\$10,000.00
26	CRACK SEALING, 1 INCH TO 3 INCH	89100 LF	3.00	267,300.00	2.22	\$197,802.00	1.00	\$89,100.00
27	CRACK SEALING, 3 INCH TO 6 INCH	3990 LF	7.00	27,930.00	6.70	\$26,733.00	6.00	\$23,940.00
28	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	48509 SY	14.00	679,126.00	14.00	\$679,126.00	16.00	\$776,144.00
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2074 SY	150.00	311,100.00	125.00	\$259,250.00	172.00	\$356,728.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10 SY	150.00	1,500.00	600.00	\$6,000.00	600.00	\$6,000.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	4252 SY	35.00	148,820.00	37.00	\$157,324.00	52.00	\$221,104.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4252 SY	45.00	191,340.00	35.00	\$148,820.00	32.00	\$136,064.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	20200 SY	5.00	101,000.00	5.80	\$117,160.00	6.40	\$129,280.00
34	PLANING BITUMINOUS PAVEMENT - TAPER	9750 SY	6.00	58,500.00	6.00	\$58,500.00	5.90	\$57,525.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
36	COMPACTION PRICE ADJUSTMENT	34000 EST	1.00	34,000.00	1.00	\$34,000.00	1.00	\$34,000.00
37	STORM SEWER PIPE 8 IN. DIA.	415 LF	200.00	83,000.00	68.00	\$28,220.00	94.00	\$39,010.00
38	CATCH BASIN TYPE 1	4 EA	5,000.00	20,000.00	3,700.00	\$14,800.00	5,000.00	\$20,000.00
39	DRYWELL TYPE 2	17 EA	7,000.00	119,000.00	14,400.00	\$244,800.00	7,000.00	\$119,000.00
40	RETROFIT CB WITH FRAME & DUAL VANED GRATE	1 EA	850.00	850.00	2,500.00	\$2,500.00	1,500.00	\$1,500.00
41	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	4 EA	850.00	3,400.00	3,000.00	\$12,000.00	2,200.00	\$8,800.00
42	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	11 EA	850.00	9,350.00	1,400.00	\$15,400.00	1,400.00	\$15,400.00
43	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	8 EA	850.00	6,800.00	1,400.00	\$11,200.00	1,400.00	\$11,200.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

44	MH OR DW FRAME AND COVER (STANDARD)	58 EA	800.00	46,400.00	1,650.00	\$95,700.00	1,400.00	\$81,200.00
45	VALVE BOX AND COVER	71 EA	500.00	35,500.00	900.00	\$63,900.00	875.00	\$62,125.00
46	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	13 EA	850.00	11,050.00	2,850.00	\$37,050.00	400.00	\$5,200.00
47	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	500.00	7,000.00	425.00	\$5,950.00	450.00	\$6,300.00
48	TRENCH SAFETY SYSTEM	1 LS	1,500.00	1,500.00	12,000.00	\$12,000.00	3,000.00	\$3,000.00
49	CATCH BASIN SEWER PIPE 8 IN. DIA.	185 LF	120.00	22,200.00	59.50	\$11,007.50	130.00	\$24,050.00
50	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,500.00	2,500.00	3,000.00	\$3,000.00	750.00	\$750.00
51	CLEANING EXISTING SANITARY SEWERS	6 EA	500.00	3,000.00	1,360.00	\$8,160.00	500.00	\$3,000.00
52	ESC LEAD	1 LS	1,000.00	1,000.00	2,000.00	\$2,000.00	1,200.00	\$1,200.00
53	INLET PROTECTION	16 EA	110.00	1,760.00	150.00	\$2,400.00	175.00	\$2,800.00
54	STREET CLEANING	20 HR	200.00	4,000.00	222.00	\$4,440.00	275.00	\$5,500.00
55	BARK OR WOOD CHIP MULCH	2 CY	50.00	100.00	150.00	\$300.00	200.00	\$400.00
56	ROCK MULCH	4 CY	150.00	600.00	150.00	\$600.00	200.00	\$800.00
57	HYDROSEEDING	25 SY	7.00	175.00	15.00	\$375.00	60.00	\$1,500.00
58	SOD INSTALLATION	305 SY	20.00	6,100.00	14.00	\$4,270.00	27.00	\$8,235.00
59	RECONSTRUCT BLOCK WALL	1 LS	1,000.00	1,000.00	2,000.00	\$2,000.00	1,500.00	\$1,500.00
60	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	26,000.00	\$26,000.00	8,500.00	\$8,500.00
61	CEMENT CONCRETE CURB	341 LF	40.00	13,640.00	65.60	\$22,369.60	51.00	\$17,391.00
62	CEMENT CONCRETE CURB AND GUTTER	931 LF	60.00	55,860.00	64.50	\$60,049.50	72.00	\$67,032.00
63	MODIFY FENCING	1 LS	5,000.00	5,000.00	8,000.00	\$8,000.00	5,500.00	\$5,500.00
64	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	11,000.00	\$11,000.00	8,500.00	\$8,500.00
65	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	750.00	3,750.00	1,120.00	\$5,600.00	850.00	\$4,250.00
66	ADJUST MONUMENT FRAME AND COVER	15 EA	500.00	7,500.00	170.00	\$2,550.00	950.00	\$14,250.00
67	CEMENT CONCRETE SIDEWALK	666 SY	80.00	53,280.00	176.00	\$117,216.00	120.00	\$79,920.00
68	RAMP DETECTABLE WARNING	264 SF	25.00	6,600.00	34.50	\$9,108.00	33.00	\$8,712.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

69	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	7,000.00	7,000.00	7,200.00	\$7,200.00	7,500.00	\$7,500.00
70	PAVEMENT MARKING - DURABLE HEAT APPLIED	10 SF	10.00	100.00	39.00	\$390.00	50.00	\$500.00
71		0	0.00	0.00	0.00	\$0.00	0.00	\$0.00
Bid Total			\$2,839,915.00	\$3,133,133.00		\$3,309,250.00		

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,839,915.00	0.00	0.00	0.00	0.00	0.00	2,839,915.00
INLAND ASPHALT COMPANY (Submitted)	3,133,133.00	0.00	0.00	0.00	0.00	0.00	3,133,133.00
SHAMROCK PAVING INC (Submitted)	3,309,250.00	0.00	0.00	0.00	0.00	0.00	3,309,250.00

Low Bid Contractor: INLAND ASPHALT COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	3,133,133.00	2,839,915.00	10.32 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	3,133,133.00	2,839,915.00	10.32 % Over Estimate

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2021-0385

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

CR237700

Submitting Dept

POLICE

Contact Name/Phone

ERIC OLSEN 835-4505

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0680 JANITORIAL SERVICES CONTRACT FOR SPD

Agenda Wording

Amend current contract with ABM to allow for L&I prevailing wage increase .

Summary (Background)

City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021. ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options. Prevailing wage increased by \$1.65 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase. The current contract with ABM is for \$46,225.00. The prevailing wage increase is \$5,319.48 annually/\$15,958.44 through 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 3,776.76

0680-30210-21500-54906-68203

Expense \$ 1,237.32

0680-30210-21500-54906-68206

Expense \$ 9,713.16

0680-30210-21500-54906-68201

Expense \$ 1,231.20

0680-30210-21500-54906-68205

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

OLSEN, ERIC

Study Session\Other

07/11/2022 PSHSC

Division Director

OLSEN, ERIC

Council Sponsor

CM Cathcart

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spdfinance@spokanepolice.org

For the Mayor

PERKINS, JOHNNIE

dsteele@spokanepolice.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name & Phone	Michelle Loucks 509-625-4055
Contact Email	dloucks@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	ABM Contract amendment
Summary (Background)	<p>City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021. ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options.</p> <p>Earlier this year, L&I increased prevailing wage by \$1.65 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase.</p> <p>Additionally, SPD will be moving into the new location of the South Precinct, the former East Central Library. That facility will need to be added to the contract for cleaning.</p> <p>The current contract with ABM is for \$46,225.00. The prevailing wage increase is \$443.29 per month or an annual increase of \$5,319.48. The additional cost of adding on the new facility is \$, bringing the total amendment cost increase of the contract to \$.</p>
Proposed Council Action & Date:	Approval of contract renewal – July 25th
Fiscal Impact: Total Cost: <u>\$XXXX</u> 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: SPD General Fund budget 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?

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?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right 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?



Onsite Services
112 N. Altamont St.
Spokane, WA 99202
Office: (509) 535-2022
Fax: (509) 534-5074

6/16/2022

Dear Laura,

Here is the YOY pricing comparision that you requested

Thru 5/31/2022:

4018	1079	SPD - Gardner Facility - \$897.63
4018	1080	SPD - Alki Facility - \$548.93
4018	1081	SPD – Academy - \$1,725.19
4018	1082	SPD - North Precinct - \$320.30
Total - \$3,492.05		

As of 6/1/22:

4018	1079	SPD - Gardner Facility - \$1,002.54
4018	1080	SPD - Alki Facility - \$583.30
4018	1081	SPD – Academy - \$1,995.00
4018	1082	SPD - North Precinct - \$354.50
Total - \$3,935.34		

Total monthly increase is \$443.29. Total annual increase is \$5,319.48.

Thank you,

Wendi Cox

Senior Associate, Operations
ABM Onsite Services
112 N Altamont St.
Spokane WA 99202
509-535-2022

City Clerk's No. 2021-0385



City of Spokane

**PREVENTATIVE MAINTENANCE
AGREEMENT**

**Title: JANITORIAL SERVICES FOR SPOKANE
POLICE DEPARTMENT PROPERTIES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Janitorial Services for Spokane Police Department Properties; and

WHEREAS, the Contractor was selected through RFB 21-105.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Janitorial Services for Spokane Police Department Properties, Request for Bid 21-105 and Addendum No. 1, which is attached as Exhibit A. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on June 1, 2021, and shall run through May 31, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Contract shall not exceed **FORTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$46,225.00)**, 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 Facilities Management Department, Second, 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.

ABM INDUSTRY GROUPS, LLC

DocuSigned by:
By Karl Bowen
Signature Date 6/4/2021

Karl Bowen

Type or Print Name

Branch Manager

Title

Attest:

DocuSigned by:
By [Signature]
City Clerk

CITY OF SPOKANE

DocuSigned by:
By Tonya Wallace
Signature Date 6/4/2021

Tonya Wallace

Type or Print Name

Chief Financial Officer

Title

Approved as to form:

DocuSigned by:
By Timothy Szambelan
Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - ABM Industry Groups, LLC Bid, dated May 28, 2021
Certification of Compliance with Wage Payment Statutes

DS

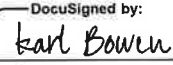


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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.

ABM Industry Groups, LLC. Name of Subrecipient / Contractor / Consultant (Type or Print)	
Karl Bowen Name of Certifying Official (Type or Print)	DocuSigned by:  Signature ID: CF7B73AF148E...
Branch Manager Title of Certifying Official (Type or Print)	6/4/2021 Date (Type or Print)



City of Spokane Invitation To Bid for PW Ordinary Maintenance

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 21-105 Janitorial Services for SPD Properties

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

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ 3,492.05 per month	North Precinct Carpet Cleaning	
SALES TAX (8.9 %)	\$ 0	(Include Retail Sales Tax)	\$520.00 per occurrence
TOTAL BASE BID PRICE:	\$ 3,492.05 per month	Gardner Carpet Cleaning	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ N/A	(Include Retail Sales Tax)	\$1,640.00 per occurrence
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	ABMONOS832J6
U.B.I. Number	604 075 772
Washington Employment Security Department Number	691822-00-0
Washington Excise Tax Registration Number	604 075 772
City of Spokane Business Registration Number	604 075 772

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

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

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

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

FIRM NAME: ABM Industry Groups, LLC

SIGNATURE: [Signature]

TITLE: Senior District Manager

PHONE: 509.435.6653

ADDRESS: 112 North Altamont Street, Spokane, WA 99202



City of Spokane Invitation To Bid for PW Ordinary Maintenance

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 21-105 Janitorial Services for SPD Properties

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

☒ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

5.28.2021

Date

A handwritten signature in black ink, appearing to read "Dave Hago".

Signature of Authorized Representative

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-ACADEMY
BLDG – 2362 N Waterworks**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki, Academy and North Precinct.

Extent of Service	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
ACADEMY						
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Dust all counters, file cabinets & telephones	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

**Kitchen/Employee
Break Rooms**

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					AP
Clean and refill all restroom dispensers from stock	XX					AP
Mop/wash floors with disinfectant	XX					AP
Spot wash restroom walls, partitions and doors		XX				AP
TOTAL PRICE QUOTE	\$ 1,725.19 per month	Included	Included			AP

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-PROPERTY
BLDG 4010 E Alki**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki (Property), Academy and North Precinct.

Extent of Service ALKI (PROPERTY)	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Damp mop ceramic and resilient floors		XX				PP
Vacuum all carpets at entry doors	XX					PP
Clean and sanitize telephones		XX				PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust window ledges, tops of partitions and other low reach areas		XX				PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP

Clean baseboards, carpet edges and corners			XX			PP
Clean entrance door glass and internal bullet-proof glass and window glass	XX					PP
Vacuum upholstered furniture			XX			PP

Kitchen/Lunch Room Area

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP

Clean and sanitize sinks, counters, fixtures and chrome	XX					PP
Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 548.93 per month	Included	Included			PP

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-NORTH
PRECINCT 5124 N Market**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki, Academy and **North Precinct.**

Extent of Service	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
NORTH PRECINCT General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Damp mop ceramic/resilient floors	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

**Kitchen/Employee
Break Rooms**

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 320.30 per month	Included	Included			PP

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-GARDNER
BLDG 1427 W Gardner**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: **Gardner**, Alki, Academy and North Precinct.

Extent of Service GARDNER	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Dust all counters, file cabinets & telephones	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

**Kitchen/Employee
Break Rooms**

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 897.63 per month	Included	Included			PP



CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD

MAYOR

May 25, 2021

ADDENDUM NO.1

RFB #21-105 SPD Janitorial

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

North Precinct:

Vacuum offices if open. Detective restrooms will need to be opened by SPD staff.
Please schedule cleaning for Monday mornings.
Add a 'per cleaning' price under Alt 1 for carpet cleaning on bid sheet.

Property Bldg:

Must use soap & water for bullet proof glass (no chemical cleaner)
Cleaning staff will be supervised throughout.
Schedule – Tues and Thurs Bldg opens at 6:30 am, need to be finished by 5pm

Q. Is there place to store vacuum, supplies, etc?

A. Yes

Academy:

Not detailed in scope, but addressed in walk thru – clean training rooms 1 & 2, staff break room, offices, and hall
Schedule – 5 days a week, start time after 8 pm.

Q. Verify, locker area in men's – clean from baseboard, down to floor?

A. Yes.

Gardner:

Add a 'per cleaning' price under Alt 2 for carpet cleaning on bid sheet.
Schedule – Twice a week, during normal business hours

Laura Aga

Contracts/Purchasing

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

The undersigned acknowledges receipt of this Addendum.

ABM Industry Groups, LLC

Company

Authorized Signature



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.

ABM Industry Groups, LLC.

Bidder's Business Name

DocuSigned by:

Karl Bowen

Signature of Authorized Official*

Karl Bowen

Printed Name

Branch Manager

Title

6/4/2021

Date

Spokane

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Delaware

If a co-partnership, give firm name under which business is transacted:

NA

** 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*

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

OPR 2021-0299

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

CR237670

Submitting Dept

POLICE

Contact Name/Phone

SHAWNA ERNST 625-4106

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0680 SOFTWARE CONTRACT RENEWAL FOR CELLEBRITE

Agenda Wording

Renew Cellebrite software for digital forensics. Funding for this was previously approved on April 25th using state drug forfeiture funding

Summary (Background)

After a search warrant has been authorized, Cellebrite products allow for the acquisition of digital evidence from iOS and Android devices. The tool is used by the SPD digital forensics lab in collaboration with SPD investigators. Cellebrite is used extensively in drug trafficking, homicide and sex crimes investigations

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 63,128.53

Select \$

Select \$

Select \$

Budget Account

1560-17200-21250-54820-68074

#

#

#

Approvals**Dept Head**

OLSEN, ERIC

Division Director

OLSEN, ERIC

Finance

SCHMITT, KEVIN

Legal

ODLE, MARI

For the Mayor

PERKINS, JOHNNIE

Council Notifications**Study Session\Other**

07/11/2022 PSCHC

Council Sponsor

CM Cathcart

Distribution List

spdfinance@spokanepolice.org

sernst@spokanepolice.org

Additional Approvals**Purchasing**

WAHL, CONNIE



Agenda Sheet for City Council Meeting of:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	ORD C36194
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1560 - STATE FORFEITURES SBO FOR SOFTWARE

Agenda Wording

Special Budget Ordinance to increase State forfeiture appropriations by \$74,650 to be used for the purchase of software and a camera system.

Summary (Background)

The police department was allocated \$150,500 out of its state drug forfeiture account in the 2022 budget for legal services, confidential funds, and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431. The police department would like to renew their subscription for Cellebrite Premium mobile device analysis software for \$65,000 (previously funded by grant money) and a vehicle mounted camera system for the armored vehicle for \$9,650.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 65,000
Expense \$ 9,650
Select \$
Select \$

Budget Account

1560-17200-21250-54820-99999
1560-17200-94000-56412-99999

#

Approvals

Dept Head HAMMOND, JENNIFER
Division Director HAMMOND, JENNIFER
Finance SCHMITT, KEVIN
Legal PICCOLO, MIKE
For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022
Council Sponsor CATHCART/BINGLE
Distribution List
spdfinance
MMCNAB

Additional Approvals

Purchasing
MANAGEMENT & BUDGET INGIOSI, PAUL

PASSED BY
SPOKANE CITY COUNCIL:

CITY CLERK

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Software purchase & SBO from state drug forfeiture funding
Summary (Background)	<p>The police department was allocated \$150,500 out of its state drug forfeiture account in the 2022 budget for legal services, confidential funds, and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431. The police department would like to renew their subscription for Cellebrite Premium mobile device analysis software for \$65,000 (previously funded by grant money) and a vehicle mounted camera system for the armored vehicle for \$9,650.</p> <p>After a search warrant has been authorized, Cellebrite Premium allows for the acquisition of digital evidence from iOS and Android devices. The tool is used by the SPD digital forensics lab in collaboration with SPD investigators. Cellebrite Premium is used extensively in drug, homicide and sex crimes investigations. Recently, evidence acquired from Cellebrite Premium led to a 19-year plea bargain in a federal human trafficking and production of child pornography case. Cellebrite Premium allows for unlocking of encrypted devices and evidence acquisition from the most modern iOS and Android phones. Without Cellebrite Premium, the SPD digital forensics lab would be unable to acquire evidence in many cases or be required to send devices out to for analysis, an expense of over \$2,000 per phone.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$74,650 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: State forfeiture funds 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? <p>Nearly all criminal investigations have evidence contained on a mobile device. Mobile device analysis software serves all populations in our community who are victimized by crime. This technology allows investigators to quickly solve serious violent, drug, and property crimes where legal authority for accessing the devices has been established.</p>	

The vehicle mounted camera will allow SPD to record police activity during crisis situations where the armored vehicle has been deployed. Often the gear and positioning of SWAT officers obstructs body worn cameras. This camera will allow a better view of police activity and added transparency.

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?

Mobile device analysis software use would be documented in police reports which would capture data on race and gender should that data need to be analyzed in relation to the use of this technology.

Armored vehicle deployments are tracked with a SWAT after action review document. Police reports related to these deployments would capture data on race and gender should that data need to be analyzed in the context of this equipment's use.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

SPD has already experienced the successes of mobile device analysis software. Having these tools in-house will reduce costs for sending this work out to a third-party vendor and increases SPD's efficiency and effectiveness.

SWAT after actions reviews and use of force reports will evaluate the effectiveness of the vehicle mounted camera.

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?

Providing our investigators with mobile device analysis software and a vehicle mounted camera for our armored vehicle aligns with multiple goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**
- **Maintain a progressive approach to best practices revolving around training, equipment, programs and service to the community and our employees.**

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36194

An ordinance amending Ordinance No. C-36161, 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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$74,650
- A) Of the increased appropriation; \$74,650 of the increase is to be used for the procurement of mobile device analysis software and a vehicle mounted camera system.
- B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to procure mobile device analysis software and vehicle camera system, 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

April 25, 2022

Council President

Attest:

City Clerk

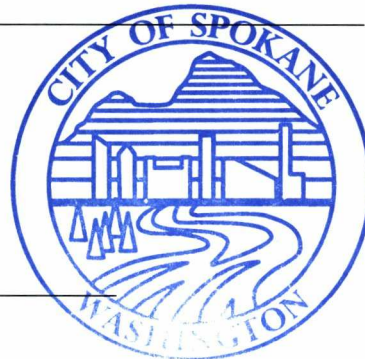
Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date



May 2, 2022

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Shawna Ernst
 Law Enforcement Technology and Operations Manager
 Spokane Police Department
 1100 W. Mallon Ave
 Spokane, WA 99260 USA

FROM: Amber Maggard
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: sernst@spokanepolice.org

EMAIL: Amber.Maggard@carahsoft.com

PHONE: (509) 625-4106

PHONE: (571) 662-3809

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2023
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 28031273
QUOTE DATE: 05/04/2022
QUOTE EXPIRES: 06/03/2022
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$57,237.18
SHIPPING AMOUNT: \$740.00
WA Tax \$5,151.35

TOTAL QUOTE: \$63,128.53

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	B-AIS-02-070	Premium Term Based Unlimited iOS Cellebrite Inc. - B-AIS-02-070 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$0.00	\$0.00 -	1	\$0.00
2	U-AIS-02-063	Premium Unlimited iOS Cellebrite Inc. - U-AIS-02-063 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$24,990.00	\$24,490.20 -	1	\$24,490.20
3	U-AIS-02-066	Premium Android Action Cellebrite Inc. - U-AIS-02-066 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$425.00	\$416.50 -	20	\$8,330.00
4	U-AIS-02-100	CAS Unlock for Premium Package Please note, shipping charges are paid for in advance for the CAS unlock services on behalf of Cellebrite. Cellebrite Inc. - U-AIS-02-100	\$1,500.00	\$1,470.00 -	5	\$7,350.00
5	S-UFD-15-004	UFED Cloud SW Renewal Cellebrite Inc. - S-UFD-15-004 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 812442709	\$2,625.00	\$2,572.50 -	1	\$2,572.50
5	S-BLB-02-001	Inspector SW Renewal Annual Cellebrite Inc. - S-BLB-02-001 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: BBT4000004504	\$995.00	\$982.46 GSA	1	\$982.46

GOVERNMENT - PRICE QUOTATION



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LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	GSA	QTY	EXTENDED PRICE
6	S-UFD-16-021	Pathfinder Desktop SW Renewal - Annual Cellebrite Inc. - S-UFD-16-021 Start Date: 05/01/2022 End Date: 04/30/2023 : SN's: 488103949,1838093872	\$2,500.00	\$2,468.51	GSA	2	\$4,937.02
7	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003 Start Date: 03/10/2022 End Date: 03/09/2023 : SN's: 488103949,1838093872	\$4,300.00	\$4,214.00	-	2	\$8,428.00
8	F-KAS-00-001	UFED Dongle Kit Cellebrite Inc. - F-KAS-00-001	\$75.00	\$73.50	GSA	2	\$147.00
SUBTOTAL:							\$57,237.18
TOTAL PRICE:							\$57,237.18
SHIPPING AMOUNT:							\$740.00
WA Tax:							\$5,151.35
TOTAL QUOTE:							\$63,128.53

SN's: 1214474820, 812442709, BBT4000004504, 488103949, 1838093872

Please note, shipping charges are paid for in advance for the CAS unlock services on behalf of Cellebrite.

Carahsoft/Cellebrite Premium Prerequisites Document must be signed prior to Carahsoft processing a purchase order.



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL

**Title: PURCHASE AND SUPPORT OF
FORENSIC SOFTWARE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CARAHSOFT TECHNOLOGY CORP.**, whose address is 11493 Sunset Hill Road, Reston, Virginia 20190, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Purchase and Contract for Annual Support of Cellebrite Forensic Software; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 8, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2022 and shall run through February 28, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-THREE THOUSAND ONE HUNDRED TWENTY-EIGHT AND 53/100 DOLLARS (\$63,128.53)**, and applicable sales tax, in accordance with Company's Quote Number 28031273, dated May 4, 2022, attached as Attachment B, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

CARAHSOFT TECHNOLOGY CORP.

**CITY OF SPOKANE
POLICE DEPARTMENT**

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:

Attachment A – Certification Regarding Debarment

Attachment B - Company's Quote Number 28031273, dated May 4, 2022

22-118

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.

<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)

ATTACHMENT B

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

07/25/2022

Date Rec'd

7/21/2022

Clerk's File #

CPR 2022-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 7/15/2022.
Total:\$9,255,311.99 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$8,029,209.71

Summary (Background)

Pages 1-40 Check numbers: 587322 - 587473 ACH payment numbers: 104967 - 105242 On file for review in
City Clerks Office: 40 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 8,029,209.71

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

PERKINS, JOHNNIE

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 28

APPROVAL FUND SUMMARY

DATE: 07/18/22
TIME: 07:19
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	451,130.09
1100	STREET FUND	100,664.75
1200	CODE ENFORCEMENT FUND	10,665.97
1300	LIBRARY FUND	37,609.15
1350	PENSION CONTRIBUTIONS FUND	563.03
1380	TRAFFIC CALMING MEASURES	1,620.89
1400	PARKS AND RECREATION FUND	70,339.65
1460	PARKING METER REVENUE FUND	6,783.53
1560	FORFEITURES & CONTRIBUTION FND	14,802.27
1590	HOTEL/MOTEL TAX FUND	241.30
1610	REET 2ND QUARTER PERCENT	68.66
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,366.11
1625	PUBLIC SAFETY PERSONNEL FUND	7,331.13
1630	COMBINED COMMUNICATIONS CENTER	27,064.71
1640	COMMUNICATIONS BLDG M&O FUND	18,373.30
1680	CD/HS OPERATIONS	10,691.39
1910	CRIMINAL JUSTICE ASSISTANCE FD	427.67
1920	FINANCIAL PARTNERSHIP FUND	10.30
1940	CHANNEL FIVE EQUIPMENT RESERVE	12.26
1950	PARK CUMULATIVE RESERVE FUND	116.73
1970	FIRE/EMS FUND	181,556.75
1980	DEFINED CONTRIBUTION ADMIN FND	3.92
1985	VOYA DEFINED CONTR ADMIN FUND	1.47
1990	TRANSPORTATION BENEFIT FUND	32,716.85
3160	GENERAL CAPITAL IMPROVEMENTS	2,616.00
3200	ARTERIAL STREET FUND	204,033.17
4100	WATER DIVISION	223,190.72
4250	INTEGRATED CAPITAL MANAGEMENT	1,135,701.18
4300	SEWER FUND	340,707.93
4480	SOLID WASTE FUND	1,149,160.26
4600	GOLF FUND	9,158.18
4700	DEVELOPMENT SVCS CENTER	35,976.97
5100	FLEET SERVICES FUND	345,227.62
5110	FLEET SVCS EQUIP REPL FUND	13,727.65
5200	PUBLIC WORKS AND UTILITIES	10,806.56
5300	IT FUND	34,745.10
5310	IT CAPITAL REPLACEMENT FUND	31,100.00
5400	REPROGRAPHICS FUND	1,390.15
5500	PURCHASING & STORES FUND	5,015.65
5600	ACCOUNTING SERVICES	20,927.57
5700	MY SPOKANE	5,175.95
5750	OFFICE OF PERFORMANCE MGMT	5,351.55
5800	RISK MANAGEMENT FUND	70,228.85
5810	WORKERS' COMPENSATION FUND	3,438.70
5820	UNEMPLOYMENT COMPENSATION FUND	72.27
5830	EMPLOYEES BENEFITS FUND	421,651.23
5900	FACILITIES MANAGEMENT FUND OPS	34,835.45
5902	PROPERTY ACQUISITION POLICE	22,907.93
5904	FACILITIES CAPITAL	8,050.00
6060	EMPLOYEES' RETIREMENT FUND	4,997.29
6070	FIREFIGHTERS' PENSION FUND	16,780.20
6080	POLICE PENSION FUND	11,739.19
6960	SALARY CLEARING FUND NEW	2,336,546.26

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 28

APPROVAL FUND SUMMARY

DATE: 07/18/22
TIME: 07:19
PAGE: 2

FUND	FUND NAME	AMOUNT
-----	-----	-----

	TOTAL:	7,479,421.46

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 28

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/18/22
TIME: 07:20
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	197.62		
00587322	BOUND TREE MEDICAL LLC	386.89		
00587323	CLEAN HARBORS ENVIRONMENTAL	830.06		
00587324	D & M REFRIGERATION INC	520.48		
00587325	SHARON CABE	81.39		
00587326	DAVID MOUA	47.00		
00587327	JAMIE INGLE	299.00		
00587328	JIMMIE YATES	11.00		
00587329	O'REILLY AUTOMOTIVE STORES I	36.19		
00587330	SAFETY KLEEN CORPORATION	67.25		
00587331	SIX ROBBLEES INC	1,108.15		
00587332	TRUCKPRO HOLDING CORPORATION	156.82		
00587333	T-MOBILE	96.34		
00587334	T-MOBILE	6.59		
00587335	T-MOBILE	30.24		
00587336	T-MOBILE	788.03		
00587337	WM RECYCLE AMERICA LLC	29,358.35		
00587338	AIRGAS SPECIALTY PRODUCTS IN	18,066.75		
00587339	TIRRELL BLACK	16.38		
00587340	CASCADE ENGINEERING INC	173,609.31		
00587341	CENTURYLINK	70.67		
00587342	WATERCO OF THE PACIFIC NORTH	240.06		
00587343	DIRECT AUTOMOTIVE DISTRIBUTI	1,090.09		
00587344	HI-LINE ELECTRIC CO	569.95		
00587345	SPOKANE CITY TREASURER OR	449,899.26		
00587346	T-MOBILE	658.00		
00587347	UNIVERSAL ATHLETIC LLC	87.20		
00587348	PRORATE AND FUEL TAX	2,244.06		
00587349	WASTEQUIP WASHINGTON	46,774.08		
00587350	WHITE BLOCK COMPANY INC	901.87		
00587351	CENTURYLINK	527.67		
00587352	GONZAGA UNIVERSITY	5,000.00		
00587353	MARK GRUMBLY	1,226.31		
00587354	NEW DAY SENIOR LIVING	38.00		
00587355	SPOKANE PUBLIC RADIO	76.00		
00587356	PUBLIC SAFETY TESTING INC	407.00		
00587357	ROTO-ROOTER/DIV OF	337.36		
00587358	SPOKANE CITY TREASURER	3,551.36		
00587359	WA STATE DEPT OF NATURAL	6,638.74		
00587360	CENTURYLINK		208.66	
00587361	LISA COX		8.19	
00587362	KING COUNTY DIRECTORS ASSN		2,815.28	
00587363	T-MOBILE		57.29	
00587430	ADVANCE AUTO PARTS	2,906.76		
00587431	BOUND TREE MEDICAL LLC	83.69		
00587432	WATERCO OF THE PACIFIC NORTH	244.03		
00587433	DIRECT AUTOMOTIVE DISTRIBUTI	518.43		
00587434	HI-LINE ELECTRIC CO	118.51		
00587435	INDUSTRIAL WELDING CO INC	4,839.44		
00587436	PUBLIC SAFETY TESTING INC	396.00		
00587437	UNITED RENTALS NW INC	1,863.90		
00587438	BLUE MOON GARDEN & NURSERY L			846.60
00587439	CENTURYLINK			882.09

REPORT: PG3640
SYSTEM: FMSAP
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RUN NO: 28

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/18/22
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PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00587440	WATERCO OF THE PACIFIC NORTH			68.62
00587441	BRADLEY KEELER			250.00
00587442	KINETEK MEDIA INC			1,000.00
00587443	VETA SCHLIMGEN			135.00
00587444	JESSICA JADERQUIST			112.00
00587445	NW PLAYGROUND EQUIPMENT INC			48,684.66
00587446	SWIRE PACIFIC HOLDINGS, INC			854.34
00587447	WALTER E NELSON CO			55.55
00587448	WATCHFIRES ENTERPRISES, INC			29,961.21
00587449	CHILD SUPPORT SERVICES	630.40		
00587450	DANIEL H BRUNNER, TRUSTEE	200.00		
00587451	HUMAN RESOURCES	846.50		
00587452	ICMA RETIREMENT TRUST 457	469,879.99		
00587453	ICMA RETIREMENT TRUST 457 LO	49,943.17		
00587454	ING LIFE INSURANCE & ANNUITY	117,029.86		
00587455	INTELLECTYX INC	31,100.00		
00587456	J&J ELECTRICAL INC	60.00		
00587457	MAINSTREAM ELECTRIC LLC	99.00		
00587458	J&J ELECTRICAL INC	15.00		
00587459	SHAWN TERRY	66.50		
00587460	MAINSTREAM ELECTRIC	99.00		
00587461	NEW JERSEY SUPPORT PAYMENT	162.50		
00587462	OFFICE OF THE ATTORNEY GENER	273.50		
00587463	PEOPLE QUALIFIED COMMITTEE	7.00		
00587464	PRE-PAID LEGAL SERVICES INC	377.10		
00587465	STATE DISBURSMENT UNIT	1,047.99		
00587466	UNITED STATES TREASURY	12.50		
00587467	US BANK OR CITY TREASURER	1,686,770.23		
00587468	WA GET PROGRAM	345.00		
00587469	WA STATE SUPPORT REGISTRY OR	15,021.25		
00587470	JUNE WALLACE	987.94		
00587471	WESTERN STATES POLICE MEDICA	1,950.00		
00587472	WSCCCE, AFSCME, AFL-CIO	331.10		
00587473	SPOKANE CITY TREASURER	23,673.29		
80104967	ABM JANITORIAL SERVICES SOUT	3,651.73		
80104968	APOLLO INC	1,006.20		
80104969	ATLAS COPCO USA HOLDINGS INC	141,591.65		
80104970	AVISTA UTILITIES	32,202.19	668.96	
80104971	BANNER FURNACE & FUEL	236.53		
80104972	BARR-TECH LLC	173,968.87		
80104973	BATTERY SYSTEMS INC	592.94		
80104974	C & C YARD CARE	948.41		
80104975	CAMTEK INC	34,604.68		
80104976	CINTAS CORPORATION NO 3	446.43		
80104977	COLEMAN OIL COMPANY LLC	25,762.59		
80104978	COMCAST	206.65		
80104979	CONNELL OIL INC	298.03		
80104980	COPIERS NORTHWEST INC	461.25		
80104981	L N CURTIS & SONS	4,148.53		
80104982	CW NIELSEN MFG CORP	1,673.70		
80104983	DELTA DENTAL OF WASHINGTON	35,952.67		
80104984	DEVRIES INFORMATION MANAGEME	27.12		
80104985	EASTSIDE ELECTRIC MOTORS	28,876.72		

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/18/22
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80104986	EUROFINS ENVIRONMENT TESTING	2,001.00		

80104987	EVOQUA WATER TECHNOLOGIES LL	490.54	
80104988	FASTENAL CO	524.96	
80104989	FEDERAL EXPRESS CORP/DBA FED	191.84	
80104990	GORLEY LOGISTICS LLC	79.73	
80104991	GENERAL KINEMATICS CORPORATI	1,623.07	
80104992	GROUP 4 ARCHITECTURE,RESEARC		25,811.02
80104993	GUNARAMA WHOLESALE INC	3,899.07	
80104994	HASKINS STEEL CO INC	527.96	
80104995	INLAND ENVIRONMENTAL RESOURC	6,800.16	
80104996	KAISER FOUNDATION HEALTH PLA	33,889.38	
80104997	KERSHAW INC	8,702.56	
80104998	KEYSTONE LAWN & TREE CARE	1,090.00	
80104999	LIFE ASSIST INC	111.18	
80105000	MCGUIRE BEARING CO	502.39	
80105001	MERIDIAN CONSTRUCTION INC		313,767.02
80105002	MIDLAND SCIENTIFIC INC	1,869.43	
80105003	MOTION AUTO SUPPLY	1,557.18	
80105004	MOUSER ELECTRONICS	47.16	
80105005	NAPA AUTO PARTS	2,275.44	
80105006	NORCO INC	420.91	
80105007	OLIN CORPORATION	14,203.30	
80105008	MARK HENDERSON	354.25	
80105009	OVERDRIVE INC		9,395.11
80105010	PETE LIEN & SONS INC	10,072.19	
80105011	ROCKIN' DW CONSTRUCTION INC	23,085.76	
80105012	SAN DIEGO POLICE EQUIP CO IN	22,862.76	
80105013	SOLID WASTE SYSTEMS INC	10,194.51	
80105014	SPOKANE HOUSE OF HOSE INC	712.56	
80105015	SPOKANE PRO CARE INC	393.49	
80105016	COWLES PUBLISHING COMPANY	141.52	
80105017	BRAD L WHITE	851.30	
80105018	TACOMA SCREW PRODUCTS INC	52.69	
80105019	TK ELEVATOR CORPORATION	139.16	
80105020	VALMET INC	17,531.56	
80105021	VERIZON WIRELESS	1,043.49	
80105022	WASTE MANAGEMENT OF WA DBA	2,942.16	
80105023	WESTERN REFUSE & RECYCLING	179.86	
80105024	WESTERN STATES EQUIPMENT CO	23,053.69	
80105025	SHAMROCK AUTOMOTIVE	98.10	
80105026	ALSCO DIVISION OF ALSCO INC	6,872.94	
80105027	NORTHWEST INDUSTRIAL SERVICE	855.34	
80105028	ARAMARK UNIFORM SERVICES	28.41	
80105029	BATTERY SYSTEMS INC	815.63	
80105030	BUCK'S TIRE & AUTOMOTIVE	163.45	
80105031	CINTAS CORPORATION NO 3	1,303.96	
80105032	CITY SERVICE VALCON LLC	64,346.13	
80105033	COLEMAN OIL COMPANY LLC	55,695.27	
80105034	COMCAST	36.11	
80105035	CONNELL OIL INC	4,386.22	
80105036	CONTRACT DESIGN ASSOCIATES I	835.45	
80105037	CUMMINS NORTHWEST LLC	8,055.37	
80105038	DELL MARKETING LP	17,396.94	

REPORT: PG3640
SYSTEM: FMSAP
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/18/22
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80105039	GWP HOLDINGS LLC	2,454.94		
80105040	ELJAY OIL CO INC	2,671.52		
80105041	EVERGREEN STATE TOWING LLC	780.44		
80105042	FASTENAL CO	57.13		
80105043	GORLEY LOGISTICS LLC	72.49		

80105044	BRIDGESTONE AMERICAS INC	12,575.09		
80105045	WINGFOOT COMMERCIAL TIRE	8,995.14		
80105046	GORDON TRUCK CENTERS INC DBA	398.68		
80105047	GRAINGER INC	191.31		
80105048	HDR ENGINEERING INC	36,776.17		
80105049	INLAND PACIFIC HOSE & FITTIN	67.90		
80105050	KENWORTH SALES COMPANY	505.42		
80105051	SITEONE LANDSCAPE SUPPLY LLC	852.42		
80105052	SPOKANE COUNTY TREASURER	79,739.60		
80105053	STANLEY CONVERGENT SECURITY	434.70		
80105054	VERIZON WIRELESS	1,421.97		
80105055	WA STATE DEPT OF ECOLOGY	3,240.00		
80105056	WA STATE DEPT OF ECOLOGY	34,347.50		
80105057	WESTCOTT CONSULTING GROUP LL	19,000.00		
80105058	AUCA WESTERN FIRST AID &	366.40		
80105059	WESTERN STATES EQUIPMENT CO	6,559.51		
80105060	WSF LLC	675.54		
80105061	DONNA K DEBIT	171.39		
80105062	JOHN F GOODMAN	323.50		
80105063	SHAUNA C HARSHMAN	180.16		
80105064	ALSCO DIVISION OF ALSCO INC			155.79
80105065	ANATEK LABS INC	3,372.00		
80105066	SAMUEL UPDIKE			3,750.00
80105067	AVISTA UTILITIES		9,063.16	
80105068	BAKER & TAYLOR BOOKS		9,069.00	
80105069	THE FA BARTLETT TREE EXPERT	32,344.60		
80105070	CALL2RECYCLE INC	1,635.00		
80105071	CAMTEK INC	2,096.54	1,814.85	
80105072	CENGAGE LEARNING INC		1,374.87	
80105073	CINTAS CORPORATION NO 3		38.15	
80105074	COCHRAN INC	2,616.00		
80105075	STEVE CONNER			20,134.29
80105076	CONTROL SOLUTIONS NW INC	1,585.94		
80105077	COYLE OUTSIDE LLC			3,080.00
80105078	CREEK AT QUALCHAN GOLF COURS			15,992.98
80105079	DEECO INC	88,910.00		
80105080	DESAUTEL HEGE COMMUNICATIONS			2,395.00
80105081	DEVRIES INFORMATION MANAGEME		7.98	
80105082	HARWIN LLC	613.13		
80105083	EXPRESS NAME TAGS & MORE, IN		63.25	
80105084	FASTENAL CO	6,598.92		
80105085	FIRE SYSTEMS WEST INC	272.50		
80105086	FISHER CONSTRUCTION GROUP IN	599.50		
80105087	FOSTER GARVEY PC	3,161.93		
80105088	FRANCIS AVENUE HARDWARE	2,026.88		
80105089	GALLS LLC	3,146.49		
80105090	GHD INC	54,429.92		
80105091	GORDON TRUCK CENTERS INC DBA	6,600.37		

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80105092	GRAINGER INC	6.65		
80105093	HDR ENGINEERING INC	3,327.67		
80105094	HILL INTERNATIONAL INC		45,129.05	
80105095	HUGHES FIRE EQUIPMENT INC	996.22		
80105096	HUMANIX HUMAN RESOURCE		1,786.00	
80105097	INFINITE INNOVATIONS LLC	2,002.50		
80105098	INGRAM LIBRARY SERVICES LLC		247.43	
80105099	JACOBS ENGINEERING GROUP INC	5,533.25		
80105100	KANOPY INC		2,756.00	

80105101	MERIDIAN CONSTRUCTION INC		412,114.53	
80105102	MICROSOFT CORPORATION		1,200.00	
80105103	MIDWEST TAPE		8,999.98	
80105104	NAPA AUTO PARTS	706.38		
80105105	ORBIS CASCADE ALLIANCE		7,375.00	
80105106	OVERDRIVE INC		68.77	
80105107	PACWEST MACHINERY LLC	2,323.40		
80105108	PAPE MACHINERY INC	628.69		
80105109	PEAK 7 ADVENTURES			880.00
80105110	PERFORMANCE SYSTEMS	275.01	417.58	
80105111	PREMERA BLUE CROSS OR	211,123.57		
80105112	PRO MECHANICAL SERVICES INC	419.43		
80105113	PYRO SPECTACULARS NORTH INC			9,999.00
80105114	TARA DOWD		5,500.00	
80105115	RIPPLINGER ENGINEERING	1,087.50		
80105116	SANDBAGGERS CLUB LLC			6,384.98
80105117	SECURITAS SECURITY SERVICES		14,761.17	
80105118	SPOKANE INT'L AIRPORT	34,972.92		
80105119	SYSTEMS AND SOFTWARE INC	840.00		
80105120	T & T GOLF MANAGEMENT INC			26,106.29
80105121	ALEXANDER A DRAEGER	5,762.07		
80105122	TRANSPORT EQUIPMENT INC	1,275.58		
80105123	CENTURY WEST ENGINEERING COR	1,139.25		
80105124	URLACHER ENTERPRISES INC DBA		2,522.50	
80105125	US BANK OR CITY TREASURER	69,583.33		
80105126	VERIZON WIRELESS	525.25		
80105127	VOLUNTEERS OF AMERICA OF	15,554.20		
80105128	WEAR-TEK INC	2,157.71		
80105129	WENDLE FORD NISSAN ISUZU	782.72		
80105130	ZEP MANUFACTURING CO	2,742.24		
80105131	CARIS O MALLEY		168.38	
80105132	SUMITTRA A SHADDUCK		15.21	
80105133	NORTHWEST INDUSTRIAL SERVICE	106.28		
80105134	AURORA WORLD INC			381.88
80105135	BUCK'S TIRE & AUTOMOTIVE	109.00		
80105136	CALL2RECYCLE INC	218.25		
80105137	CATHOLIC CHARITIES	47,867.94		
80105138	COEUR D'ALENE SERVICE STATIO	397.96		
80105139	COLEMAN OIL COMPANY LLC	104,425.99		5,235.91
80105140	CONNELL OIL INC	115.83		
80105141	STEVE CONNER			20,265.13
80105142	CORWIN OF SPOKANE LLC	4.27		
80105143	CREEK AT QUALCHAN GOLF COURS			18,464.74
80105144	CUMMINS NORTHWEST LLC	227.61		

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80105145	DAVID CLARK COMPANY INC	292.50		
80105146	DELL MARKETING LP			39.60
80105147	GWP HOLDINGS LLC	470.90		
80105148	ELJAY OIL CO INC	4,142.65		
80105149	ENVIRONMENT CONTROL OF SPOKA	4,375.00		
80105150	EVERGREEN STATE TOWING LLC	224.54		
80105151	FRANCIS AVENUE HARDWARE	977.15		
80105152	GALLS LLC	115.10		
80105153	GARCO CONSTRUCTION INC			39,615.00
80105154	BRIDGESTONE AMERICAS INC	208.77		
80105155	GOODWILL INDUSTRIES OF THE	369,668.69		
80105156	GORDON TRUCK CENTERS INC DBA	216.92		
80105157	HELENA AGRI-ENTERPRISES			14,260.00

80105158	HORIZON DISTRIBUTORS		680.14
80105159	HYDRAULICS PLUS INC	679.33	
80105160	CPM DEVELOPMENT CORP DBA	199,848.00	
80105161	JENNY TUPPER MOOMAW	311.52	
80105162	KENWORTH SALES COMPANY	50.58	
80105163	KEYSTONE LAWN & TREE CARE	926.50	
80105164	LANDMARK STRUCTURES I LP	949,801.63	
80105165	LIFE ASSIST INC	579.72	
80105166	MCCOY POWER CONSULTANTS INC	7,400.00	
80105167	MOTION AUTO SUPPLY	1,165.80	
80105168	CHARLES H NEU		1,206.23
80105169	NORCO INC	708.14	
80105170	OFFICE OF STATE AUDITOR	49,044.80	
80105171	OIL RE-REFINING CO INC	946.50	
80105172	PAPE MACHINERY INC	14,389.80	
80105173	PLANET TURF		2,772.35
80105174	QUANTIX INC/ENTERTAINMENT		279.36
80105175	SANDBAGGERS CLUB LLC		24,133.23
80105176	MCCLOUGHLIN & EARDLEY GROUP	185.62	
80105177	SITEONE LANDSCAPE SUPPLY LLC	77.56	3,080.47
80105178	SPOKANE NEIGHBORHOOD ACTION	18,254.35	
80105179	SPOKANE HOUSE OF HOSE INC		11.28
80105180	STARPLEX CORP		2,358.75
80105181	SWANK MOTION PICTURES INC		888.75
80105182	T & T GOLF MANAGEMENT INC		30,670.19
80105183	THE UNION STUDIOS, LLC		350.00
80105184	VOLUNTEERS OF AMERICA OF	74,351.98	
80105185	WENDLE FORD NISSAN ISUZU	587.15	
80105186	WESTSIDE MOTORSPORTS	369.71	
80105187	WILBUR ELLIS COMPANY		6,205.48
80105188	WILDROSE LTD dba		1,879.82
80105189	MICHAEL CAMBARERI		95.94
80105190	MATHEW SCHROEDER	450.00	
80105191	ALSCO DIVISION OF ALSCO INC		185.29
80105192	NORTHWEST INDUSTRIAL SERVICE	277.95	880.00
80105193	ANATEK LABS INC	394.80	
80105194	AVISTA UTILITIES	173.22	
80105195	BC ENGINEERS INC	8,050.00	
80105196	BUDINGER & ASSOCIATES INC	2,493.30	
80105197	CLARK'S CONTAINERS LLC	116.36	

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80105198	CLUB PROPHET SYSTEMS			1,220.80
80105199	COMMONSTREET CONSULTING LLC	4,184.85		
80105200	DELTA DENTAL OF WASHINGTON	36,941.41		
80105201	DESIGN WORKSHOP INC			1,389.15
80105202	DIGNITARY PROTECTION TEAM FU	125.00		
80105203	EDU MEMBERSHIP FUND	17.50		
80105204	ENTERPRISE FM TRUST	1,646.23		
80105205	FREIGHT WAY INC			600.00
80105206	ALEXANDRIA LYNN GOOLIE	60.00		
80105207	POLICE GUILD LEGAL DEFENSE	638.00		
80105208	HDR ENGINEERING INC	5,426.88		
80105209	KAISER FOUNDATION HEALTH PLA	126,056.48		
80105210	KENWORTH SALES COMPANY	907.44		
80105211	LEE & HAYES PC	1,052.00		
80105212	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80105213	M & P ASSOCIATION	2,718.63		
80105214	MEGA WASH LLC	4,726.23		

80105215	NOVUS AUTO GLASS	819.14		
80105216	PMTECH INC	11,850.00		
80105217	REHN & ASSOCIATES	21,150.07		
80105218	SPOKANE POLICE BENEFIT ASSOC	607.50		
80105219	SPOKANE POLICE CHAPLAIN	3,068.00		
80105220	SPOKANE POLICE K-9 MEMBERSHI	105.00		
80105221	SPOKANE POLICE GUILD LONG	20,800.00		
80105222	SPOKANE EMERGENCY PHYSICIANS	15,890.00		
80105223	SPOKANE FIRE FIGHTERS BENEFI	61,226.34		
80105224	SPOKANE FIRE FIGHTERS BENEFI	1,236.40		
80105225	SPOKANE POLICE GUILD FRATERN	934.08		
80105226	STANDARD INSURANCE COMPANY	12,914.50		
80105227	SPOKANE POLICE SWAT TEAM	370.00		
80105228	SPOKANE POLICE TACTICAL TEAM	608.00		
80105229	TOBY'S BODY & FENDER INC	2,597.95		
80105230	TOOLE DESIGN GROUP LLC	767.00		
80105231	TRANSMAP CORPORATION	53,625.35		
80105232	UNITED WAY	343.50		
80105233	US BANK TRUST NA	884,899.48		
80105234	US BANK TRAVEL CARD	62,111.17		
80105235	VERIZON WIRELESS	1,307.05		
80105236	WA ST COUNCIL OF CITY & COUN	27,923.07		
80105237	YWCA	3,242.09		
80105238	AARON CERMAK	120.00		
80105239	ROBERT J CHURCHILL	120.00		
80105240	NICHOLAS ANTHONY FEDERICI	3,500.00		
80105241	EDWARD JAMES NEAL	60.00		
80105242	TENA RISLEY	120.00		
		-----	-----	-----
		8,029,209.71	877,224.39	348,877.89
				=====
		CITYWIDE TOTAL:		9,255,311.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	901.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	1,163.82
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,340.16

0100 - GENERAL FUND

US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80105234	84.45
TOTAL FOR 0100 - GENERAL FUND		84.45

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	780.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	3,186.24
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	1,026.96
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	1,715.85
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	111.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	3,790.11
TOTAL FOR 0230 - CIVIL SERVICE		10,610.16

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	330.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	1,416.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	1,929.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0260 - CITY CLERK	3,676.52
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0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,300.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80105240	3,500.00
SHAUNA C HARSHMAN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105063	114.66
SHAUNA C HARSHMAN	PER DIEM ACH PMT NO. - 80105063	65.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	4,358.03
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	1,466.62
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	337.50
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	46.94
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80105234	866.27
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	5,480.78

TOTAL FOR 0320 - COUNCIL

17,536.30

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	505.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,294.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	2,999.02

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

5,798.51

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105028	28.41
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80104980	302.12
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80105204	1,646.23
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	3,045.00
PMTECH INC	CONTRACTUAL SERVICES	
DBA PMWEB	ACH PMT NO. - 80105216	7,903.95
T-MOBILE	CELL PHONE	
	CHECK NO. - 00587333	12.85
T-MOBILE	IT/DATA SERVICES	
	CHECK NO. - 00587333	83.49
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	12,650.62
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	16,705.81
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105057	14,250.00
TOTAL FOR 0370 - ENGINEERING SERVICES		56,628.48

0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	770.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	3,136.84
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	3,886.55
TOTAL FOR 0410 - FINANCE		7,793.39

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	86.25
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	519.64
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80105234	197.20
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80105234	1,306.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	701.24
TOTAL FOR 0430 - GRANTS MANAGEMENT		2,811.11

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	175.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	434.67

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	570.14

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	1,179.81
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0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	160.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	528.14

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	697.66

TOTAL FOR 0470 - HISTORIC PRESERVATION	1,385.80
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0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	208.74

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	208.74
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0500 - LEGAL

ABM JANITORIAL SERVICES SOUTH	LAUNDRY/JANITORIAL SERVICES	
SOUTH CENTRAL INC dba	ACH PMT NO. - 80104967	1,329.77

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	1,815.00

TK ELEVATOR CORPORATION	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80105019	139.16

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	9,672.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	12,870.41

YWCA	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80105237	3,242.09

TOTAL FOR 0500 - LEGAL	29,069.23
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	450.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,567.17
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	684.45
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	721.95
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	133.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	2,734.26

TOTAL FOR 0520 - MAYOR	-----	7,290.92
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0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	205.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	1,067.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	1,431.80

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	-----	2,703.91
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0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,805.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	7,768.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	10,713.85

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VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105235	511.56
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TOTAL FOR 0560 - MUNICIPAL COURT	-----	20,798.93
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0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	526.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	723.24

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER 1,409.54

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	401.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	1,645.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	1,946.60

TOTAL FOR 0620 - HUMAN RESOURCES		3,993.28

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	760.00
TIRRELL BLACK	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00587339	16.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	3,160.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	4,052.61

TOTAL FOR 0650 - PLANNING SERVICES		7,989.67

0680 - POLICE

COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80104980	159.13
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80104982	1,673.70
GALLS LLC	CLOTHING ACH PMT NO. - 80105089	3,146.49
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80104990	28.99
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80105092	6.65
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80104993	822.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	72,447.84
KERSHAW INC	OFFICE SUPPLIES ACH PMT NO. - 80104997	8,702.56
L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80104981	4,148.53

PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105110	275.01
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00587436	803.00
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80105012	22,862.76
T-MOBILE	CELL PHONE CHECK NO. - 00587336	788.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	48,093.90
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	7,217.35
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	22,390.30
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	4,235.72
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80105234	8,468.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	27,334.23
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00587471	975.00

TOTAL FOR 0680 - POLICE

234,579.19

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	735.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,597.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	3,572.84

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

6,905.42

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80104967	2,321.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,130.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	6,277.38
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE ACH PMT NO. - 80105233 7,508.80

TOTAL FOR 0700 - PUBLIC DEFENDER 17,238.14

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00587452 160.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00587467 617.59

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80105233 836.15

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN 1,613.74

0970 - INTERNAL SERVICE CHARGES

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80105170 7,484.69

TOTAL FOR 0970 - INTERNAL SERVICE CHARGES 7,484.69

1100 - STREET FUND

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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. - 00587452 4,211.00

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80105170 1,444.86

TRANSMAP CORPORATION OPERATING SUPPLIES
ACH PMT NO. - 80105231 53,625.35

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00587467 17,649.87

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80105233 23,733.67

TOTAL FOR 1100 - STREET FUND 100,664.75

1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC OPERATING RENTALS/LEASES
ACH PMT NO. - 80105197 116.36

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00587452 850.00

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80105170 127.52

US BANK OR CITY TREASURER SOCIAL SECURITY

EMP BENEFITS (CITY)	CHECK NO. - 00587467	3,960.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	4,985.83
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105235	625.97

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	10,665.97
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,925.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,942.17
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	14,595.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	19,146.12

TOTAL FOR 1300 - LIBRARY FUND	-----	37,609.15
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1350 - PENSION CONTRIBUTIONS FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	563.03
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TOTAL FOR 1350 - PENSION CONTRIBUTIONS FUND	-----	563.03
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1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105194	173.22
DAVID MOUA 1214 E CENTRAL AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00587326	47.00
JAMIE INGLE 3001 W ALISON AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00587327	299.00
JIMMIE YATES 523 W MONTGOMERY AVE	PHOTO RED FINES CHECK NO. - 00587328	11.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	242.28
SHARON CABE 857 E LYONS AVE	PHOTO RED FINES CHECK NO. - 00587325	81.39
TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80105230	767.00

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	-----	1,620.89
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1400 - PARKS AND RECREATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	4,600.00
LEE & HAYES PC	PROFESSIONAL SERVICES ACH PMT NO. - 80105211	1,052.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,299.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	35,754.16
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	1,601.21
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	197.30
US BANK TRAVEL CARD	PRINTING/BINDING/REPRO ACH PMT NO. - 80105234	523.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	RECREATIONAL SUPPLIES ACH PMT NO. - 80105234	427.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	24,876.17
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	8.10

TOTAL FOR 1400 - PARKS AND RECREATION FUND

70,339.65

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	626.82
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	273.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,535.03
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	3,348.01

TOTAL FOR 1460 - PARKING METER REVENUE FUND

6,783.53

1560 - FORFEITURES & CONTRIBUTION FND

CAMTEK INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80104975	14,773.82
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	28.45

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND 14,802.27

1590 - HOTEL/MOTEL TAX FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	241.30

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND 241.30

1610 - REET 2ND QUARTER PERCENT

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	68.66

TOTAL FOR 1610 - REET 2ND QUARTER PERCENT 68.66

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	980.75

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	342.36

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	43.00

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 1,366.11

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	2,391.46

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00587454	1,539.46

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	290.84

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	2,343.21

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	766.16

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND 7,331.13

1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00587351	291.21

DELL MARKETING LP	EXTENDED WARRANTIES	
%DELL USA LP	ACH PMT NO. - 80105038	17,396.94

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80105084	82.75
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	284.88
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00587454	1,613.02
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	275.63
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	3,491.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	3,628.53

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	27,064.71
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1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80104970	11,408.13
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80104970	257.56
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105076	134.88
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80105149	2,035.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80105084	1,602.91
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT	
	ACH PMT NO. - 80105163	763.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	32.86
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00587358	2,138.96

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	18,373.30
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	368.71
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	2,496.38
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	3,842.17

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	3,984.13

TOTAL FOR 1680 - CD/HS OPERATIONS	10,691.39
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	427.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	427.67
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1920 - FINANCIAL PARTNERSHIP FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	10.30

TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND	10.30
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	12.26

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	12.26
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1950 - PARK CUMULATIVE RESERVE FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	116.73

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND	116.73
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1970 - FIRE/EMS FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80104970	17,425.54

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80104970	3,110.96

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80104973	409.90

BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00587431	470.58

BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80105154	23.47

BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80105154	185.30

CENTURYLINK	TELEPHONE CHECK NO. - 00587351	236.46
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80104977	20,311.23
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105140	413.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105145	292.50
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80104984	27.12
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105149	2,340.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80105150	224.54
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80105084	22.13
FASTENAL CO	OFFICE SUPPLIES ACH PMT NO. - 80105084	97.10-
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105084	4,468.55
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105084	23.93
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105084	366.55
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105084	129.20
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	OPERATING SUPPLIES ACH PMT NO. - 80105151	3,004.03
GALLS LLC	CLOTHING ACH PMT NO. - 80105152	115.10
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105091	6,600.37
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105082	613.13
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105095	996.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	9,425.19
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587454	39,010.40
JOHN F GOODMAN	PER DIEM ACH PMT NO. - 80105062	323.50
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80105162	50.58
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT	
	ACH PMT NO. - 80105163	1,253.50
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
LIFE ASSIST INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80105165	690.90
MATHEW SCHROEDER	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80105190	450.00
NAPA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	
GENUINE PARTS CO	ACH PMT NO. - 80105005	69.19
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
GENUINE PARTS CO	ACH PMT NO. - 80105005	2,206.25
NEW DAY SENIOR LIVING	PERMIT REFUNDS PAYABLE	
MANAGEMENT	CHECK NO. - 00587354	38.00
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80105169	595.47
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80105169	112.67
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	3,042.74
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105112	239.80
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105112	179.63
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105177	77.56
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00587358	1,412.40
SPOKANE EMERGENCY PHYSICIANS	CONTRACTUAL SERVICES	
INC	ACH PMT NO. - 80105222	15,890.00
SPOKANE PUBLIC RADIO	PERMIT REFUNDS PAYABLE	
1229 N MONROE ST	CHECK NO. - 00587355	76.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	28,027.72
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80105234	858.38
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80105234	105.52
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	5,934.85
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105126	45.50
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80105126	320.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00587359	6,638.74
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	26.33
ZEP MANUFACTURING CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105130	2,742.24
TOTAL FOR 1970 - FIRE/EMS FUND		181,556.75
1980 - DEFINED CONTRIBUTION ADMIN FND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	3.92
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		3.92
1985 - VOYA DEFINED CONTR ADMIN FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1.47
TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND		1.47
1990 - TRANSPORTATION BENEFIT FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	372.25
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80105069	32,344.60
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		32,716.85
3160 - GENERAL CAPITAL IMPROVEMENTS		
COCHRAN INC	OTHER IMPROVEMENTS ACH PMT NO. - 80105074	2,616.00
TOTAL FOR 3160 - GENERAL CAPITAL IMPROVEMENTS		2,616.00
3200 - ARTERIAL STREET FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105196	758.20
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80105199	4,184.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80105160	197,726.67
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,363.45
TOTAL FOR 3200 - ARTERIAL STREET FUND		204,033.17

4100 - WATER DIVISION

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80104976	446.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	7,890.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	2,824.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00587345	129,955.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	33,640.74
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	70.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	2,820.11
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	220.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	45,323.35
TOTAL FOR 4100 - WATER DIVISION		223,190.72

4250 - INTEGRATED CAPITAL MANAGEMENT

ANATEK LABS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105193	394.80
APOLLO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80104968	1,006.20
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105196	1,735.10
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105123	1,139.25
GHD INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105090	54,429.92

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS
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	ACH PMT NO. - 80105208	42,203.05
HDR ENGINEERING INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105093	3,327.67
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	790.00
LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105164	949,801.63
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	5,816.71
PMTECH INC	CONTRACTUAL SERVICES	
DBA PMWEB	ACH PMT NO. - 80105216	3,946.05
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00587345	57,661.08
SYSTEMS AND SOFTWARE INC	CONTRACTUAL SERVICES	
DBA SYSTEMS AND SOFTWARE	ACH PMT NO. - 80105119	840.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	3,328.50
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	4,531.22
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105057	4,750.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		1,135,701.18

4310 - SEWER MAINTENANCE DIVISION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	2,255.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	1,451.73
PRORATE AND FUEL TAX	WA DEPT OF REVENUE	
DEPT OF LICENSING	CHECK NO. - 00587348	2,244.06
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00587345	73,178.01
STANLEY CONVERGENT SECURITY	ALARM/SECURITY SERVICES	
SOLUTIONS INC	ACH PMT NO. - 80105053	434.70
T-MOBILE	CELL PHONE	
	CHECK NO. - 00587346	628.25
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	8,913.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80105234	4.50
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	11,994.12

WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00587350	901.87

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	102,005.94
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4320 - RIVERSIDE PARK RECLAMATION FAC

ALEXANDER A DRAEGER dba THERMA-SHIELD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105121	5,762.07
BATTERY SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80104973	183.04
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00587323	830.06
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105033	7,962.58
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80104978	206.65
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80105016	141.52
D & M REFRIGERATION INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00587324	520.48
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80104986	2,001.00
EVOQUA WATER TECHNOLOGIES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80104987	490.54
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80104989	191.84
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80104990	50.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	6,285.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80104995	6,800.16
MIDLAND SCIENTIFIC INC	OPERATING SUPPLIES ACH PMT NO. - 80105002	1,869.43
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80105006	132.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105027	210.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,599.84
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105007	14,203.30

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00587345	63,877.70
T-MOBILE	CELL PHONE CHECK NO. - 00587346	59.99
T-MOBILE	TELEPHONE CHECK NO. - 00587334	6.59
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	27,862.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	38,013.90
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105021	1,043.49
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80105054	1,113.09
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80105055	3,240.00
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80105022	2,942.16

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 187,600.18

4330 - STORMWATER

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105160	2,121.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,410.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	536.55
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	4,377.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	5,876.16
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80105054	308.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80105056	34,347.50
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TOTAL FOR 4330 - STORMWATER 48,978.13

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	75.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	

WASHINGTON STATE	ACH PMT NO. - 80105170	29.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	243.84
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80105234	846.08
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	436.94
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	332.76
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105126	159.63

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	2,123.68
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4480 - SOLID WASTE FUND

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00587345	2,457.64
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TOTAL FOR 4480 - SOLID WASTE FUND	2,457.64
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4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00587338	18,066.75
ANATEK LABS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80105065	290.00
ATLAS COPCO USA HOLDINGS INC dba ATLAS COPCO COMPRESSORS	MACHINERY/EQUIPMENT ACH PMT NO. - 80104969	141,591.65
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80104971	236.53
CALL2RECYCLE INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80105136	1,853.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEECO INC	EMISSION TESTING ACH PMT NO. - 80105079	88,910.00
EASTSIDE ELECTRIC MOTORS INTEGRATED POWER SERVICES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80104985	28,876.72
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105040	2,671.52
FOSTER GARVEY PC	PROFESSIONAL SERVICES ACH PMT NO. - 80105087	3,161.93
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80104991	1,623.07
GONZAGA UNIVERSITY LEADERSHIP CONNECTION	PROFESSIONAL SERVICES CHECK NO. - 00587352	5,000.00

HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80104994	527.96
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105159	679.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	3,685.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80105210	907.44
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80105166	7,400.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105006	138.71
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80105027	645.34
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,986.80
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80105171	946.50
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105010	10,072.19
RIPPLINGER ENGINEERING LABORATORIES	PROFESSIONAL SERVICES ACH PMT NO. - 80105115	1,087.50
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00587345	28,218.22
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80105118	34,972.92
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00587437	1,863.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	21,117.22
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	27,012.39
VALMET INC C/O BANK OF AMERICA	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105020	17,531.56
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	146.08
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00587342	240.06
WEAR-TEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105128	2,157.71
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105059	6,559.51

WESTERN STATES EQUIPMENT CO	OPERATING RENTALS/LEASES ACH PMT NO. - 80105024	9,326.04
WM RECYCLE AMERICA LLC	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00587337	127.11
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		469,630.91

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105026	6,872.94
AUCA WESTERN FIRST AID & SAFETY LLC	OPERATING SUPPLIES ACH PMT NO. - 80105058	366.40
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80104972	173,968.87
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80104974	948.41
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00587340	173,609.31
CENTURYLINK	TELEPHONE CHECK NO. - 00587341	36.75
COMCAST	TELEPHONE ACH PMT NO. - 80105034	36.11
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80105036	835.45
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80104988	524.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80105043	72.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	3,775.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	2,746.51
SITEONE LANDSCAPE SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80105051	852.42
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00587345	94,101.92
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80105052	79,739.60
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105015	393.49
UNIVERSAL ATHLETIC LLC DBA GAME ONE	OPERATING SUPPLIES CHECK NO. - 00587347	87.20
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00587467	21,708.20
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	385.20
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	10.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	29,905.96
WASTEQUIP WASHINGTON	MINOR EQUIPMENT CHECK NO. - 00587349	46,774.08
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00587337	122,287.51
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00587337	93,056.27-
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105060	675.54
TOTAL FOR 4500 - SOLID WASTE COLLECTION		667,658.05

4530 - SOLID WASTE LANDFILLS

ANATEK LABS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80105065	3,082.00
CENTURYLINK	TELEPHONE CHECK NO. - 00587341	33.92

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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. - 00587452	75.00
JACOBS ENGINEERING GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105099	5,533.25
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105006	149.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	233.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	306.60
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		9,413.66

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	531.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	203.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	4,996.68

US BANK TRAVEL CARD	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105234	380.73
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	3,046.72

TOTAL FOR 4600 - GOLF FUND		9,158.18

4700 - DEVELOPMENT SVCS CENTER

AARON CERMAK	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80105238	120.00
ALEXANDRIA LYNN GOOLIE	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80105206	60.00
DONNA K DEBIT	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80105061	105.89
DONNA K DEBIT	PER DIEM	
	ACH PMT NO. - 80105061	65.50
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80105241	60.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	2,699.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

J&J ELECTRICAL INC	PERMIT REFUNDS PAYABLE	
75 S LEGACY RIDGE DR	CHECK NO. - 00587458	75.00
MAINSTREAM ELECTRIC	PERMIT REFUNDS PAYABLE	
12822 E INDIANA AVE	CHECK NO. - 00587460	99.00
MAINSTREAM ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
12822 E INDIANA AVE	CHECK NO. - 00587457	99.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80105192	277.95
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	446.31
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80105239	120.00
SHAWN TERRY	PERMIT REFUNDS PAYABLE	
1224 W YORK AVE	CHECK NO. - 00587459	66.50
TENA RISLEY	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80105242	120.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	15,100.95
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	16,292.35
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105235	169.52

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

35,976.975100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587430	2,906.76
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105029	815.63
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105017	851.30
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105044	12,575.09
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105135	272.45
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105031	900.70
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80105031	403.26

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105032	64,346.13
COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105138	397.96
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105139	157,610.04
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80105035	4,386.22
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105142	4.27
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105144	8,282.98
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587433	1,608.52
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105148	4,142.65
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80105041	780.44
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105042	57.13
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105156	615.60
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105047	191.31
GWP HOLDINGS LLC	VEHICLE REPAIR & MAINT SUPPLY	

DBA DOBBS PETERBILT	ACH PMT NO. - 80105147	2,925.84
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587434	688.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	1,700.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00587435	4,839.44
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105049	67.90
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105050	505.42
MARK HENDERSON DBA ONSITE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105008	354.25
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105000	502.39

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105176	185.62
MEGA WASH LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105214	4,726.23
MOTION AUTO SUPPLY PARTS WHOLESALEERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105167	2,722.98
MOUSER ELECTRONICS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105004	47.16
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80105104	152.18
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105104	554.20
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105215	819.14
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	873.00
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587329	36.19
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105107	2,323.40
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105172	14,389.80
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105108	628.69
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00587330	67.25
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105025	98.10

SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587331	1,108.15
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105013	10,194.51
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105014	712.56
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105018	52.69
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105229	2,597.95
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105122	1,275.58

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587332	156.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	7,392.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	10,222.57
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00587432	244.03
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105185	1,369.87
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105023	179.86
WESTSIDE MOTORSPORTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105186	369.71
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105045	8,995.14

TOTAL FOR 5100 - FLEET SERVICES FUND	345,227.62
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5110 - FLEET SVCS EQUIP REPL FUND

WESTERN STATES EQUIPMENT CO	RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO. - 80105024	13,727.65
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TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND	13,727.65
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5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	910.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	312.91

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00587345	448.97
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	4,183.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	4,950.91

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	-----	10,806.56
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5300 - IT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAMTEK INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80105071	196.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	2,446.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	794.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	13,348.38
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105234	592.13
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80105234	19.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	17,348.07

TOTAL FOR 5300 - IT FUND	-----	34,745.10
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5310 - IT CAPITAL REPLACEMENT FUND

INTELLECTYX INC	CAPITALIZED SOFTWARE CHECK NO. - 00587455	31,100.00
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	31,100.00
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5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	120.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	38.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	515.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	699.04
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	

-

17.11

TOTAL FOR 5400 - REPROGRAPHICS FUND

1,390.15

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	500.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	50.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	1,559.30
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80105234	800.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	2,106.32

TOTAL FOR 5500 - PURCHASING & STORES FUND

5,015.65

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	1,962.50
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	254.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	7,903.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	10,807.18

TOTAL FOR 5600 - ACCOUNTING SERVICES

20,927.57

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	260.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	84.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,042.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	2,788.91

TOTAL FOR 5700 - MY SPOKANE

5,175.95

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	300.00
INFINITE INNOVATIONS LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105097	2,002.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	84.36
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	1,385.63
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80105234	35.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	1,544.06
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		5,351.55

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	25.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	311.92
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80105125	69,583.33
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	133.70
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	174.90
TOTAL FOR 5800 - RISK MANAGEMENT FUND		70,228.85

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	360.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	364.89
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	1,166.06
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	1,547.75
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		3,438.70

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	3.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	32.37
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	15.60
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	20.55

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	72.27
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5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80105200	66,402.08
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	225.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80105209	159,945.86
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	2,546.90
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80105111	190,848.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	731.97
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	950.67

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	421,651.23
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5900 - FACILITIES MANAGEMENT FUND OPS

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105071	1,900.34
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105076	1,451.06
FIRE SYSTEMS WEST INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105085	272.50
FISHER CONSTRUCTION GROUP INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105086	599.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587452	315.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80105170	995.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROCKIN' DW CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105011	23,085.76
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00587357	337.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	2,473.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	3,405.24
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		34,835.45
5902 - PROPERTY ACQUISITION POLICE		
CAMTEK INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80104975	19,830.86
GUNARAMA WHOLESALE INC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80104993	3,077.07
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		22,907.93
5904 - FACILITIES CAPITAL		
BC ENGINEERS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80105195	8,050.00
TOTAL FOR 5904 - FACILITIES CAPITAL		8,050.00
6100 - RETIREMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587452	260.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	1,970.62
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587467	848.52
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80105234	766.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105233	1,151.69
TOTAL FOR 6100 - RETIREMENT		4,997.29
6200 - FIREFIGHTERS' PENSION FUND		

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80105200	5,351.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	290.84
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80105111	11,138.36

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	-----	16,780.20
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6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80105200	1,141.00
MARK GRUMBLY	LODGING CHECK NO. - 00587353	540.93
MARK GRUMBLY	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00587353	133.38
MARK GRUMBLY	PER DIEM CHECK NO. - 00587353	67.00
MARK GRUMBLY	REGISTRATION/SCHOOLING CHECK NO. - 00587353	485.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80105170	235.42
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80105111	9,136.46

TOTAL FOR 6300 - POLICE PENSION	-----	11,739.19
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6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00587449	630.40
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00587450	200.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80105202	125.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80105203	17.50
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00587451	846.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00587452	296,432.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00587452	21,431.03
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ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00587453	49,943.17
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00587454	2,562.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00587454	72,304.98
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00587470	987.94
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80105212	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80105213	2,718.63
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00587461	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00587462	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00587463	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80105207	638.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00587464	377.10
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80105217	3,796.15
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80105217	17,353.92
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80105223	57,982.42
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80105223	3,243.92
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80105224	1,236.40
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80105218	607.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80105219	3,068.00
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80105225	934.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80105221	20,800.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80105220	105.00
SPOKANE POLICE SWAT TEAM	SPOKANE POLICE SWAT TEAM	

%SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80105227	370.00
SPOKANE POLICE TACTICAL TEAM	SPOKANE POLICE TACTICAL TEAM	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80105228	608.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E)	
	ACH PMT NO. - 80105226	10,549.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD	
	ACH PMT NO. - 80105226	205.40
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE	
	ACH PMT NO. - 80105226	2,160.10
STATE DISBURSMENT UNIT	STATE DISBURSEMENT UNIT	
ATTN: EMPLOYER PAYMENTS	CHECK NO. - 00587465	1,047.99
UNITED STATES TREASURY	UNITED STATES TREASURY	
INTERNAL REVENUE SERVICE/ ACS	CHECK NO. - 00587466	12.50
UNITED WAY	UNITED WAY	
	ACH PMT NO. - 80105232	343.50
US BANK OR CITY TREASURER	FICA WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	291,120.46
US BANK OR CITY TREASURER	FIT WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	863,970.84
US BANK OR CITY TREASURER	MEDI WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587467	120,284.11
US BANK TRUST NA	CITY RETIREMENT SYSTEM	
OR CITY OF SPOKANE	ACH PMT NO. - 80105233	442,449.74
WA GET PROGRAM	WA GET PROGRAM	
	CHECK NO. - 00587468	345.00
WA ST COUNCIL OF CITY & COUNTY	WA ST COUNCIL OF CITY&CO EMPL	
EMPLOYEES	ACH PMT NO. - 80105236	27,923.07
WA STATE SUPPORT REGISTRY OR	WA STATE CHILD SUPPORT	
CITY OF SPOKANE TREASURER	CHECK NO. - 00587469	15,021.25
WESTERN STATES POLICE MEDICAL	NW PUBLIC EMP MEDICAL TRUST	
TRUST	CHECK NO. - 00587471	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO	
	CHECK NO. - 00587472	331.10

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	-----	2,336,546.26
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL CLAIMS	-----	7,479,421.46
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MINUTES OF SPOKANE CITY COUNCIL

Monday, July 11, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Zappone was absent.

City Administrator Johnnie Perkins, Director of Policy and Government Relations Brian McClatchey, and City Clerk Terri Pfister were also present for the meeting.

Advance Agenda Review

The City Council received an overview from staff and held discussion on the July 18, 2022, Advance Agenda items.

Action to Approve July 18, 2022, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the July 18, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Upon 6-0 Voice Vote, the City Council **approved** the July 18, 2022, Advance Agenda.

Current Agenda Review

The City Council reviewed the July 11, 2022, Current Agenda for any changes.

Suspension of Council Rules

Motion by Council Member Wilkerson, seconded by Council Member Cathcart, **to suspend** Council Rules (for purposes of amending tonight's Agenda); **carried 6-0**.

First Reading Ordinance C36232 (Council Sponsors: Council Members Cathcart and Wilkerson)

Motion by Council Member Wilkerson, seconded by Council Member Cathcart, **to add** First Reading Ordinance C36232—Interim Zoning Ordinance concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts—to today's Legislative Agenda; **carried 6-0**.

Motion by Council Member Kinnear, seconded by Council President Beggs, **amending** Section 17C.400.010(C)(4), to read:

“Notwithstanding other provisions of Title 17 SMC, multi-family residential structures of three or four units shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones, subject to the following criteria:

a. The parcel is wholly or partially within one-quarter mile of a major transit stop; or

b. The parcel is wholly or partially within one-half mile of a property zoned CC1, CC2, CC3, CC4, CA-1, CA-2, CA-3, and CA-4.”

The motion failed 3-3.

Addition of Item to Current Consent Agenda – Low Bid of Bacon Concrete, Inc. (OPR 2022-0533 / ENG 2021073)

Motion by Council Member Stratton, seconded by Council Member Bingle, **to add** Item 18—Low Bid of Bacon Concrete, Inc. for Riverside Sidewalk – Grant to Sherman Project—to the Consent Agenda; **carried 6-0.**

Special Budget Ordinance C36193 (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** Special Budget Ordinance C36193—increasing appropriations in the Forfeitures & Contributions Fund by \$175,000 arising from the need to continue and expand the use of confidential funds—to the August 1, 2022, Agenda, **carried 6-0.**

Contract with Local 270, AFSCME (OPR 2022-0505) (Council Sponsors: Council President Beggs and Council Member Stratton)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to substitute** (with version filed with City Clerk’s Office earlier today); **carried 6-0.**

Resolution 2022-0061 (Council Sponsors: Council Members Stratton, Cathcart, and Zappone)

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to substitute** Resolution 2022-0061—requiring that all future City of Spokane funded homeless service provider contracts include a “Good Neighbor Agreement”—with updated version; **carried 6-0.**

First Reading Ordinance C36223 (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Stratton and Kinnear)

Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to substitute** First Reading Ordinance C36223—relating to parking municipal codes—with updated version; **carried 6-0.**

Action to Approve July 11, 2022, Current Agenda

Following staff reports and Council inquiry and discussion regarding the July 11, 2022, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Upon 6-0 Voice Vote, the City Council **approved** the July 11, 2022, Current Agenda.

Council Recess/Executive Session

The City Council recessed at 5:03 p.m. and immediately adjourned into an Executive Session to discuss labor negotiations until 5:35 p.m., with Council Member Stratton leaving the Executive Session early at 5:22 p.m. Special Counsel John Henry from Summit Law Group, Interim City Attorney Lynden Smithson, and Assistant City Attorney/Interim Human Resources Director Mike Piccolo were present during the Executive Session. At 5:35 p.m., the Executive Session was extended for an additional nine minutes. The Executive Session ended at 5:44 p.m., at which the City Council Briefing Session also ended. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Beggs.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Zappone was absent.

Brian McClatchey, Director of Policy and Government Relations-City Council; Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

MAYORAL PROCLAMATION

July 2022 *Parks and Recreation Month*

The proclamation was read by Council Member Bingle. Parks Director Garrett Jones accepted the proclamation and remarked on the event.

July 2022 *Monarch Butterfly Awareness Month*

Council Member Kinnear read the proclamation. Hannah Presken from the Mayor's Office accepted the proclamation and remarked on the event.

The above proclamations are included as attachments to these minutes.

RECOGNITION AND WELCOME

Council President Beggs recognized and welcomed John Hall, who was present in the audience, as the new Neighborhood and Housing Services Division Director.

There were no **Reports from Neighborhood Councils**.

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

There were no **Administrative Reports**.

CONSENT AGENDA

Subsequent to public testimony from one individual (who spoke on the Local 270 Contract), and an opportunity for Council commentary, with none provided, the following action was taken:

Upon Unanimous 6-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Purchase from Q Dig It, LLC. (Spokane) of backhoe loader for the Water Department—\$150,287.45 (incl. tax). (OPR 2022-0498 / RFQ 5659-22) (Council Sponsor: Council Member Stratton)

Pre-approval to purchase/lease 9 units for various departments to allow the City to purchase/lease the units at the time they become available and to avoid price increases from the time a quote is received —\$1,165,000. (OPR 2022-0499) (Council Sponsor: Council Member Stratton)

Six-month Lease from Leavitt (Spokane) of a forklift needed for daily operations—\$11,574 (\$1,929 monthly). (A replacement unit has been ordered but will not arrive timely.) (OPR 2022-0500) (Council Sponsor: Council Member Stratton)

Contract Amendment with Loomis Armored US, LLC. (Spokane) extending the contract through April 30, 2022, and adding funds to allow the invoices for January 2022 through April 2022 to be paid—additional \$18,000. (OPR 2017-0197) (Council Sponsor: Council Member Wilkerson)

Memorandum of Agreement with Avista Corporation (Spokane) for use and access to the Clark Street Lift Station property for 50 years beginning May 1, 2022. (OPR 2022-0501) (Council Sponsor: Council Member Kinnear)

Contract Renewal with Itron, Inc. (Liberty Lake, WA) for meter reading support services for the Water Department through June, 2023—additional \$11,344.87 (incl. tax). Total contract amount: \$159,846.97. (OPR 2016-0750) (Council Sponsor: Council Member Kinnear)

Contract Amendment with Nicholls Kovich Engineering, PLLC (Veradale, WA) for design and additional construction support of Hatch Road Bridge—\$16,500 additional. Total contract amount: \$148,870.46. (Latah/Hangman Neighborhood) (OPR 2020-0356 / ENG 2018085) (Council Sponsor: Council Member Kinnear)

Low Bid of Shamrock Paving, Inc. (Spokane, WA) for the 44th Avenue - Crestline to Altamont Project—\$693,306.45. An administrative reserve of \$69,330.65, which is 10% of the contract price, will be set aside. (Southgate Neighborhood) (OPR 2022-0502 / ENG 2021068) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Low Bid of LaRiviere, Inc. (Rathdrum, ID) for the 2022 Paving Unpaved Streets – North Project—\$468,896.50. An administrative reserve of \$46,889.65, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (OPR 2022-0503 / ENG 2022049 / ENG 2022051) (Council Sponsor: Council Member Kinnear)

Low Bid of Halme Construction Inc. (Spokane, WA) for T.J. Meenach Drive from Pettet Drive to Northwest Boulevard Project—\$3,984,074.36 (incl. tax and an administrative reserve of 10%). (Audubon/Downriver & Emerson/Garfield Neighborhood) (OPR 2022-0504 / ENG 2014153) (Council Sponsor: Council Member Kinnear)

Contract with Local 270, AFSCME, for wages and benefits for 2021 through 2025 (as substituted during the 3:30 p.m. Briefing Session). (OPR 2022-0505) (Council Sponsors: Council President Beggs and Council Member Stratton)

Budget Amendment with Catholic Charities of Spokane to increase funding from the Emergency Solutions Grant provided by the Department of Housing and Urban Development for Rapid Re-Housing for Families Program—additional \$79,710. Total contract amount: \$232,428. (OPR 2020-0034) (Council Sponsor: Council Member Kinnear)

Commitment Amendment with Volunteers of America for additional funding from the Community Development Block Grant due to the elevated costs of construction for the Homeless Youth Shelter and extend end date to June 30, 2023—increase of \$750,000. (OPR 2021-0743) (Council Sponsor: Council Member Wilkerson)

Contract Amendment with GHD, Inc. (Seattle, WA) for the Link Utilities Strategy for Water project adding Task 7: Groundwater Modeling of Potential Climate Change Influence on

City Wells—\$96,548 (plus tax, if applicable). (OPR 2021-0656 / ENG 2021081) (Council Sponsor: Council Member Kinnear)

Interlocal Agreement with Spokane Public Schools (SPS) to reimburse SPS for repaving a portion of Wellesley Avenue related to the new Pauline Flett Middle School—\$125,400. (Relates to Special Budget Ordinance C36233) (OPR 2022-0506) (Council Sponsors: Council Members Zappone and Stratton)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 24, 2022, total \$7,984,382.18 (Check Nos.: 587011-587119; ACH Nos.: 104325-104535), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,106,421.74. (CPR 2022-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through July 1, 2022, total \$8,660,894.66 (Check Nos.: 587120-587247; ACH Nos.: 104536-104788), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,339,770.29. (CPR 2022-0002)
- c. Payroll claims of previously approved obligations through June 25, 2022: \$8,074,059.05 (Check Nos.: 563598-563891). (CPR 2022-0003)

City Council Meeting Minutes: July 7, 2022. (CPR 2022-0013)

Low Bid of Bacon Concrete, Inc. (Spokane) for Riverside Sidewalk - Grant to Sherman Project—\$76,793.50. An administrative reserve of \$7,679.35, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (OPR 2022-0533 / ENG 2021073) (Council Sponsors: Council President Beggs and Council Member Kinnear)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

For Council action on Special Budget Ordinance C36193, see section of minutes under 3:30 p.m. Briefing Session.

Special Budget Ordinance C36233 (Relates to OPR 2022-0506 under Consent Agenda) (Council Sponsors: Council Members Stratton and Zappone)

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

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36233** 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:

Traffic Calming Measures Fund

1) Increase appropriations by \$125,400.

A) Of the increased appropriation; \$125,400 is provided solely for maintenance repaving work.

(This action arises from the need to provide budget authority for additional paving work in the vicinity of the new Pauline Flett Middle School currently under construction.)

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

Nays: None

Abstain: None

Absent: Zappone

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2022-0058 (Council Sponsors: Council Members Kinnear and Stratton)

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

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0058** providing for a boundary adjustment between City Parcel No. 37101.9004 and County Parcel No. 37034.9009 which will transfer ownership of the land that the Spokane County Solid Waste gas treatment facilities are located on to the County.

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

Nays: None

Abstain: None

Absent: Zappone

Resolution 2022-0059 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

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

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0059** specifying a process and timeline for leasing the former East Central Library building.

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

Resolution 2022-0060 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Subsequent to an overview by Council President Beggs, public testimony, and Council commentary, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **adopted Resolution 2022-0060** concerning the siting of a new police precinct in the East Central Neighborhood (no later than January 1, 2023).

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

Resolution 2022-0061 (as substituted during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Stratton, Cathcart, and Zappone)

Subsequent to an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0061** requiring that all future City of Spokane funded homeless service provider contracts include a “Good Neighbor Agreement.”

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

FINAL READING ORDINANCES

Final Reading Ordinance C36230 (Council Sponsor: Council Member Cathcart)

Subsequent to an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36230** amending Ordinance C-21606 that vacated Mallon Avenue from the west line of Section 16, Township 25 North, Range 43 E.W.M. to the west line of Hogan Street and of Perry Street from the south line of Mallon Avenue to the northerly boundary line of the right of way of the Union Pacific Railroad Co., City and County of Spokane, Washington. (Releases easements at request of the property owners, Iron Bridge development.)

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

FIRST READING ORDINANCES

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

ORD C36223 Relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080, 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date (as substituted during the 3:30 p.m. Briefing Session). (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Stratton and Kinnear)

ORD C36232 Interim Zoning Ordinance concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); setting a public hearing (for September 12, 2022); and establishing a work program. (Council Sponsors: Council Members Cathcart and Wilkerson)

There were no **Special Considerations**.

HEARINGS

Hearing on Interim Zoning Ordinance C36211 (Council Sponsors: Council President Beggs and Council Member Bingle)

The City Council held a hearing on Interim Zoning Ordinance C36211 (passed by City Council on May 16, 2022) concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis. Subsequent to public testimony and an opportunity for Council commentary, with none provided, Council President Beggs called for a motion to ratify the Council's previous findings that form the basis of this interim zoning ordinance (C36211) and to continue it in effect. The following action was taken:

Motion by Council Member Kinnear, seconded by Council Member Bingle, **to so move (to ratify** the Council's previous findings that form the basis of this interim zoning ordinance (C36211) and to continue it in effect); **carried 4-1, with one abstention.**

Ayes: Beggs, Bingle, Cathcart, and Kinnear
Nays: Stratton
Abstain: Wilkerson
Absent: Zappone

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Michael Schneider
- Feliciano Castilliano
- Sunshine Wigen
- Melanie
- Rick Bocook
- Kim Schmidt
- Amanda Peterson
- Derek Socci
- Dave Bilsland
- William Holings
- Cherrie Barnett
- Anwar Peace
- Mia Gray
- Dave M.
- Brandon Martin
- Tom Robinson

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:21 p.m.

Minutes prepared and submitted for publication in the July 20, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on July 25, 2022.

Breean Beggs
City Council President

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

ORD C36240

Renews #**Submitting Dept**

FIRE

Cross Ref #

OPR 2022-0545

Contact Name/Phone

BRIAN SCHAEFFER 625-7001

Project #**Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1440 - SBO FOR HAZMAT EQUIPMENT GRANT

Agenda Wording

Special budget ordinance to recognize newly awarded Dept. of Ecology grant to be used for the procurement of equipment for the SFD Hazmat unit.

Summary (Background)

In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment. Grant period ended 06/30/2023

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 54,700

1440-93544-99999-33431

Expense \$ 54,700

1440-93544-VARIOUS

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

Public Safety 07/11/2022

Division Director

SCHAEFFER, BRIAN

Council SponsorCouncilmember
Kinnear/Zappone**Finance**

MURRAY, MICHELLE

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kschmitt@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

bschaeffer@spokanecity.org

Additional Approvals

fireaccounting@spokanecity.org

Purchasing

rcmathews@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Committee Agenda Sheet

Finance & Administration

Submitting Department	Spokane Fire Department
Contact Name & Phone	Brian Schaeffer
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear/Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO to accept Dept. of Ecology grant for Hazmat team equipment
Summary (Background)	<p>In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment.</p> <p>Special Budget Ordinance is required to recognize both grant reimbursement revenue and additional grant expenditures.</p>
Proposed Council Action & Date:	Approval of SBO – June 6 th
Fiscal Impact: Total Cost: 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: Dept. of Ecology grant award SPPREG-2123-Spokane-00040 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? 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?

ORDINANCE NO C36240

An ordinance amending Ordinance No. C-36161, 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 Fire Grants Misc. 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 Fire Grants Misc. fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$54,700
 - A. Of the increased appropriations, \$54,700 will be used for the purchase of equipment for the SFD Hazmat unit
- 2) Increase revenues by \$54,700
 - A. Revenue will be received from Dept. of Ecology on a reimbursement basis per grant award.

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 update budget for the Dept. of Ecology hazmat equipment grant award, 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:**

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

RES 2022-0067

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 26212.9017, 26212.9019, 24051.0402, 24051.0403, 24051.0408, 24053.9057, 24082.9063 and 24082.9087.

Summary (Background)

Property owners in Spokane County are requesting modification of the City of Spokane's Retail Water Service Area Boundary to include certain properties located in the West Plains and Northwest Terrace Pressure Zones. Presently, these properties are located in the City's Future Service Area but outside the Retail Water Service Area.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

MACDONALD, STEVEN

Study Session\Other

PIES Committee Meeting

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Cathcart and Bingle

Finance

ORLOB, KIMBERLY

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For the Mayor

PERKINS, JOHNNIE

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Additional Approvals

smacdonald@spokanecity.org

Purchasing

kkuchlenz@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Once included in the Retail Water Service Area, certain water infrastructure improvements listed in the City's Capital Improvement Program must be constructed and operational prior to the City being able to serve said properties.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2022-0067

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested inclusion into the City's retail water service for consideration of future water service connection, subject to the City's policies and procedures for providing water service; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current RWSA, as defined in the latest Retail Water Service map; and

WHEREAS, the Spokane Municipal Code requires City Council amendment to expand the RWSA; and

WHEREAS, Parcel Numbers 26212.9017 and 26212.9019 are located in the Northwest Terrace Pressure Zone and Parcel Numbers 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063 and 24082.9087 are located in the West Plains Pressure Zone; and

WHEREAS, while the City has determined that additional water infrastructure improvements, i.e. booster stations / tanks / transmission mains must be constructed and operating prior to approving any new request for a service connection in the Northwest Terrace and West Plains Pressure Zones, said infrastructure has been approved by City Council in the Resolution Modifying RWSA Map

approved 2022-2027 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

WHEREAS, the property owners of the above listed parcels understand and have agreed expansion of the RWSA to include said properties will require additional evaluation of any request for water service and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the properties, finds modification of the Retail Water Service Area to include Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087.

2) Staff is authorized to seek the approval from the Washington State Department of Health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

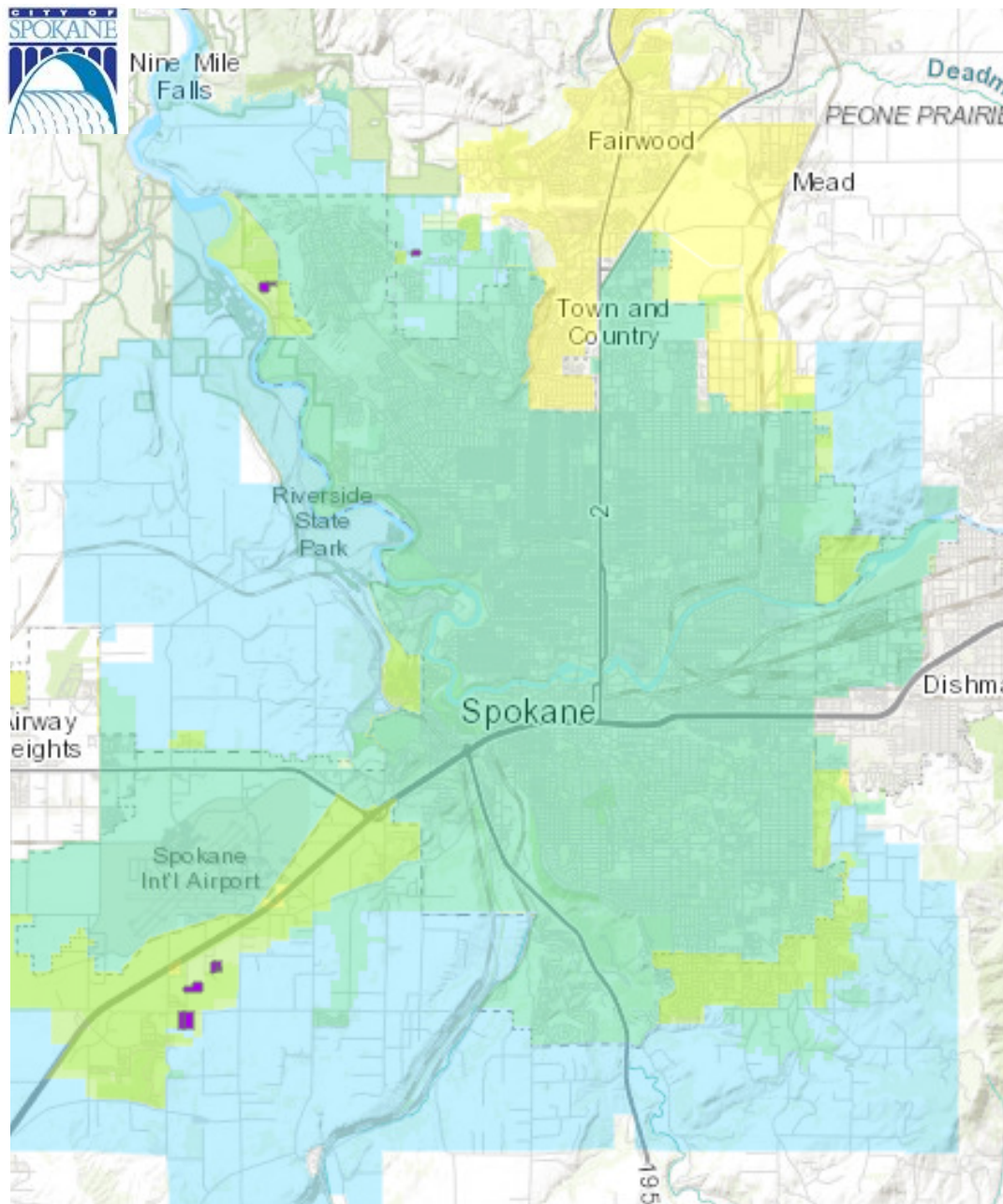
Adopted and approved by City Council _____, 2022.

City Clerk

Approved as to Form:

Assistant City Attorney

2022 Water Retail Service Applications



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Plese Application for Retail Service Area Amendment, Parcels #26212.9019 and #26212.9017

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated November 5, 2021, is located in the City of Spokane Future Service Area, in the Seven Mile Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 2.39 and 8.65 acres respectively for a total area of 11.04 acres located in Northwest Spokane in the Nine Mile area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Northwest Terrace Pressure Zone. In order to provide sufficient capacity in this pressure zone, infrastructure

improvements may be required to ensure sufficient capacity exists. There are capital improvement project identified and funded in the current 6-year capital program for future capacity infrastructure improvements to ensure capacity will be sufficient.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located to the east and north of the subject parcels. A 12" water main located adjacent to the east of the parcels on N Nine Mile Road and an 8" water main north approximately 320 feet on N Hardwood Street could provide service to the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service into the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and sufficient capacity will exists in the pressure zone following planned capital improvements to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ☒ No ☐
- Does the property have a prior commitment to serve water? Yes ☐ No ☐
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ☐ No ☐

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: ☒ Yes / No

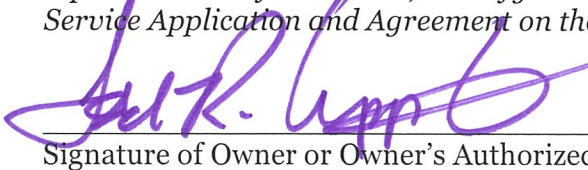
PROPERTY OWNER: (Please Print)

Name: Plese-Graham, LLC
Address: 201 W Francis Avenue
Spokane, WA Zip 99205
Daytime Phone: _____
Email Address: _____

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

 _____
Signature of Owner or Owner's Authorized Representative Date 11/5/21

Todd R. Whipple Agent 509-893-2617
Printed Name Relationship to Owner Phone Contact #

toddw@whippleco.com
e-mail Address

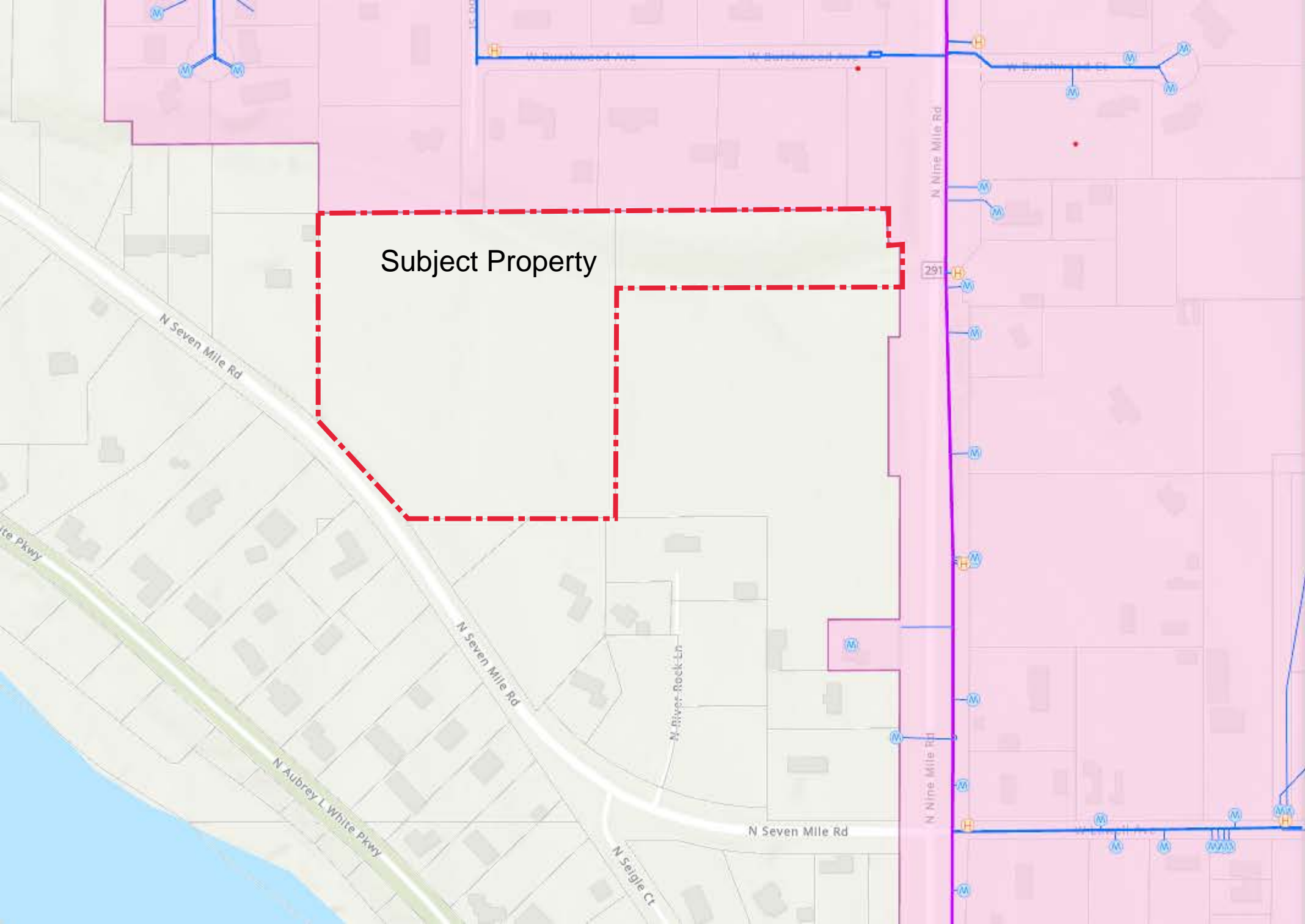
Legal descriptions courtesy of SCOUT

26212.9019

21 26 42 N165FT OF E689.11 FT OF SE1/4 OF NW1/4

26212.9017

21 26 42 PTN OF N1/2 OF SE1/4 OF NW1/4 LYG N&E OF 7 MILE RDEXC E689.11FT



Subject Property

- ☒ Utilities ...
- ☐ Trash Pickup ...
- ☐ Recycling Pickup ...
- ☐ Sewer ...
- ☐ Stormwater ...
- ☒ Water ...
- ☒ Fire Hydrant ...
- ☒ Water Meter ...
- ☒ Water Service Line ...
- ☒ Water Main ...
- ☒ Water Retail Service Area ...
- ☐ Streets ...
- ☒ Property ...
- ☐ Boundaries ...
- ☐ Environment ...
- ☐ Planning ...
- ☐ Economic Development ...
- ☐ Census Demographics ...
- ☐ Topographic ...

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Brown Application for Retail Service Area Amendment, Parcels #24051.0402, #24051.0403 and #24051.0408

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated January 5, 2022 is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are 1.2 acres, 5.46 acres and 3.6 acres for a total area of approximately 10.26 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located to the South of the subject parcel. The 8" water main is located adjacent to the subject area in 57th Avenue. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand Retail Water Service A

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ____ No ____
- Does the property have a prior commitment to serve water? Yes ____ No ____
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ____ No ____

LEGAL DESCRIPTION: By Applicant

Lot 5 to 16 Block 8
Addition Jamieson Park

Legal Attached: ☒ Yes ☐ No

PROPERTY OWNER: (Please Print)

Name: J A Brown et al.
Address: 5416 N. Shane Court
Spokane, WA Zip 99212-3301
Daytime Phone: _____
Email Address: _____

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

 et al 1/4/22
Signature of Owner or Owner's Authorized Representative Date

Joseph K Nichols Sr Partner 5099951179
Printed Name Relationship to Owner Phone Contact #

JKNichols@lewindeomere.com
e-mail Address



January 5, 2022

Whipple Consulting Engineers, Inc.

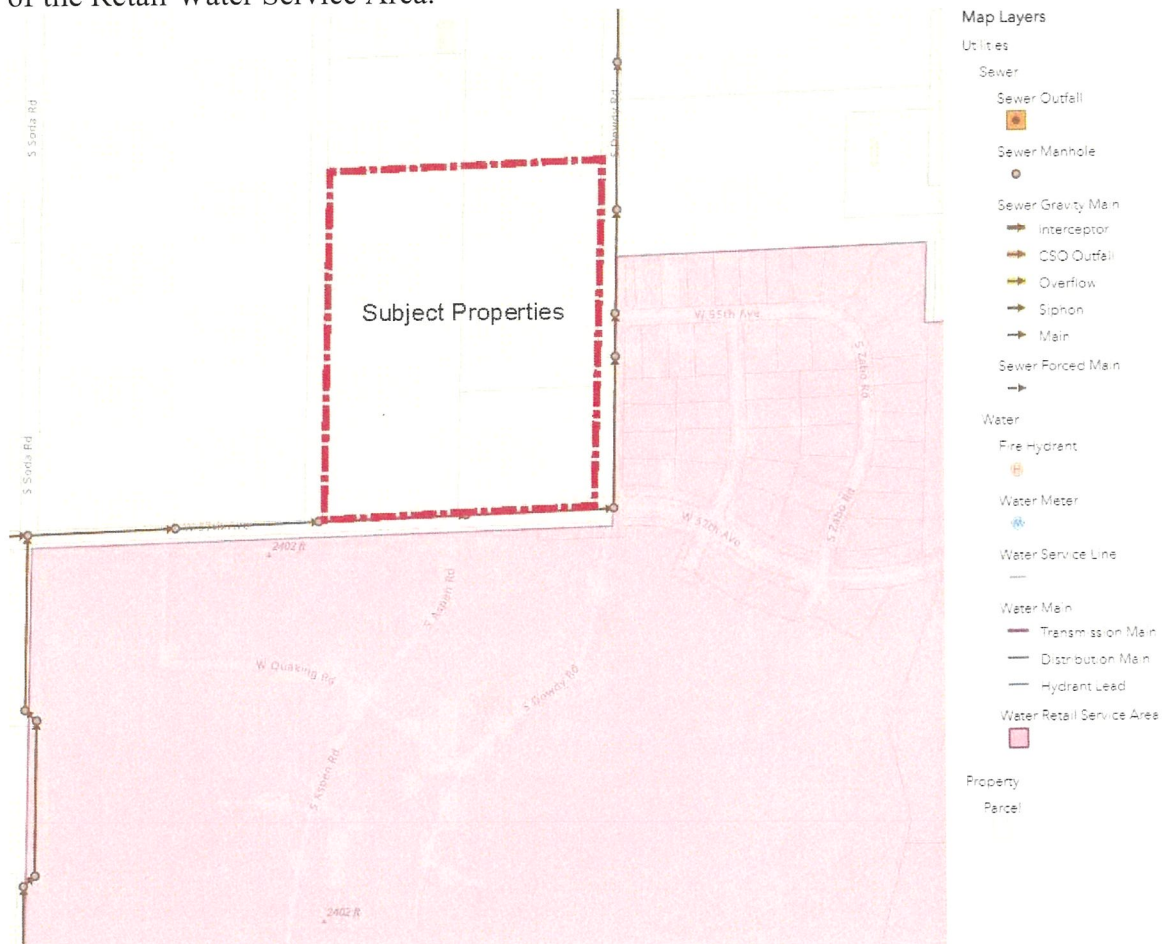
W.O. No. 2021-3147

City of Spokane
Attn: Eldon Brown
Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: 57th and Dowdy request to expand the Retail Water Service Area

Dear Mr. Brown:

This letter is intended to serve as a request to expand the Retail Water Service Area for parcel numbers 24051.0402, 24051.0403 and 24051.0408, three parcels totaling approximately 10.92 acres, located west of Dowdy Road and north of W. 57th Avenue within the Urban Growth Area. The property is outside of the city limits in Spokane County. The land use for this project is designated Light Industrial and the zoning is LI. While this property is within the Urban Growth Area and the City of Spokane Coordinated Water System Plan Boundary, it is currently outside of the Retail Water Service Area.



Below are our responses to the application questions to expand the Retail Water Service Area. For clarity, the initial question is provided with our response in bold.

1. Furnish a legal description and map of the area under consideration.

Per Spokane County SCOUT:

24051.0402: JAMIESON PARK L9-10 B8

24051.0403: JAMIESON PARK L11TO16B8

24051.0408: JAMIESON PARK LTS 5 THRU 8 BLK 8

2. State fully the purpose for which water is to be used with your application.

Please note that the properties are currently under the LI zone and currently could be developed into light industrial land uses. A specific industrial land use has not been determined at this time.

The above properties are currently under a review for Comprehensive Plan Amendment to change the designation to Low-Density Residential and the zoning to LDR. A planned future development in the LDR zone would allow for single-family residential density up to 8 du/ac gross density. Water would be used for drinking, waste disposal, lawn watering and other residential uses typical of a single-family residential subdivision in the Spokane area.

3. Provide justification for expansion within the Retail Water Service Area with your application.

This property is within the UGA, City of Spokane Coordinated Water System Plan Boundary, and adjacent to the Retail Water Service Area to the east and south. Water service is needed to fulfil the Comprehensive Plan under UGA.

4. The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Development Rules and Regulations. Contact Developer Services for further information.

We agree that the developer is responsible for and will fully fund the extension of existing water main, new lateral or service connection regarding this project.

5. Payment of all charges for the new service connection.

The developer will pay all charges for the new service connection.

6. Verify that all outstanding combined utility charges are paid in full.

All outstanding combined utility charges will be paid in full at time of application.

7. Pay for and provide all engineering, accepted plans and permits upon request.

All engineering, accepted plans and permits will be paid for and provided if requested or as required as part of a complete application package.

8. Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.

There are no known underground water service lines onsite. All requirements of the City of Spokane's Water and Hydroelectric Department will be followed.

9. Sign an Annexation Covenant.

The developer of this project will sign an Annexation Covenant, agreeing that this site would be annexed into the City of Spokane should it be requested.

If you have any questions or comments in regard to this letter please feel free to contact us at (509) 893-2617.

Sincerely,



Todd R. Whipple, P.E.
Whipple Consulting Engineers, Inc.

Encl: Retail Water Service Area Application
CC: Sponsor
File

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Black Application for Retail Service Area Amendment, Parcel #24053.9057

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated November 9, 2021, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 15.74 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located to the South of the subject parcel. A 12" water main located approximately 850 feet on the south west corner of the parcel on South Holly Road and a 12" water main on South Soda Road approximately 830 feet on the south east corner of the subject parcel. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ☒ No ☐
- Does the property have a prior commitment to serve water? Yes ☐ No ☐
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ☐ No ☐

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No _____

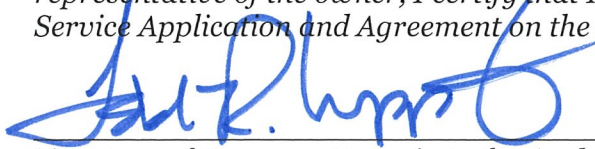
PROPERTY OWNER: (Please Print)

Name: Black Realty Inc., Don and Yvonne Morse
Address: 801 W Riverside Ave., STE 300
Spokane, WA Zip 99201
Daytime Phone: _____
Email Address: _____

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

11/9/21

Date

Todd R. Whipple, Agent

Printed Name

Relationship to Owner

509-893-7617

Phone Contact #

tddw@whipplece.com

e-mail Address

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: September 22, 2021

TO: Steve Burns P.E., Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the DeWood Application for Retail Service Area Amendment, Parcels #24082.9063 and #24082.9087

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated April 13, 2021, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 9.77 acres and 19.54 acres respectively for a total area of 29.31 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located adjacent to the subject parcels. An 8" water main located to the east on Winona Drive and a 12" water main on Hallett Road along the northern boundary of the subject parcels could service the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: 4/13/21

Deadline for 120 day Response from Date of Application: 8/13/21

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ☒ No ☐
- Does the property have a prior commitment to serve water? Yes ☐ No ☐
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ☐ No ☐

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

PROPERTY OWNER: (Please Print)

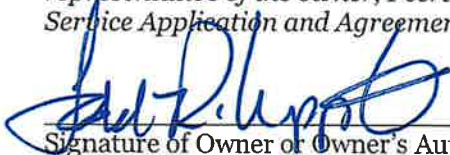
Name: Dr. Marcus Delwood
Address: 47 E. High Drive
Spokane, WA Zip 99203
Daytime Phone: 509.893.2617
Email Address: afuller@whipplece.com

For and on behalf of:
Patrick M. Chastain
P.O. Box 19508
Spokane, WA, 99219

pr [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

trw [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

4/13/21

Date

Todd R. Whipplece Eng/Agnt

Printed Name

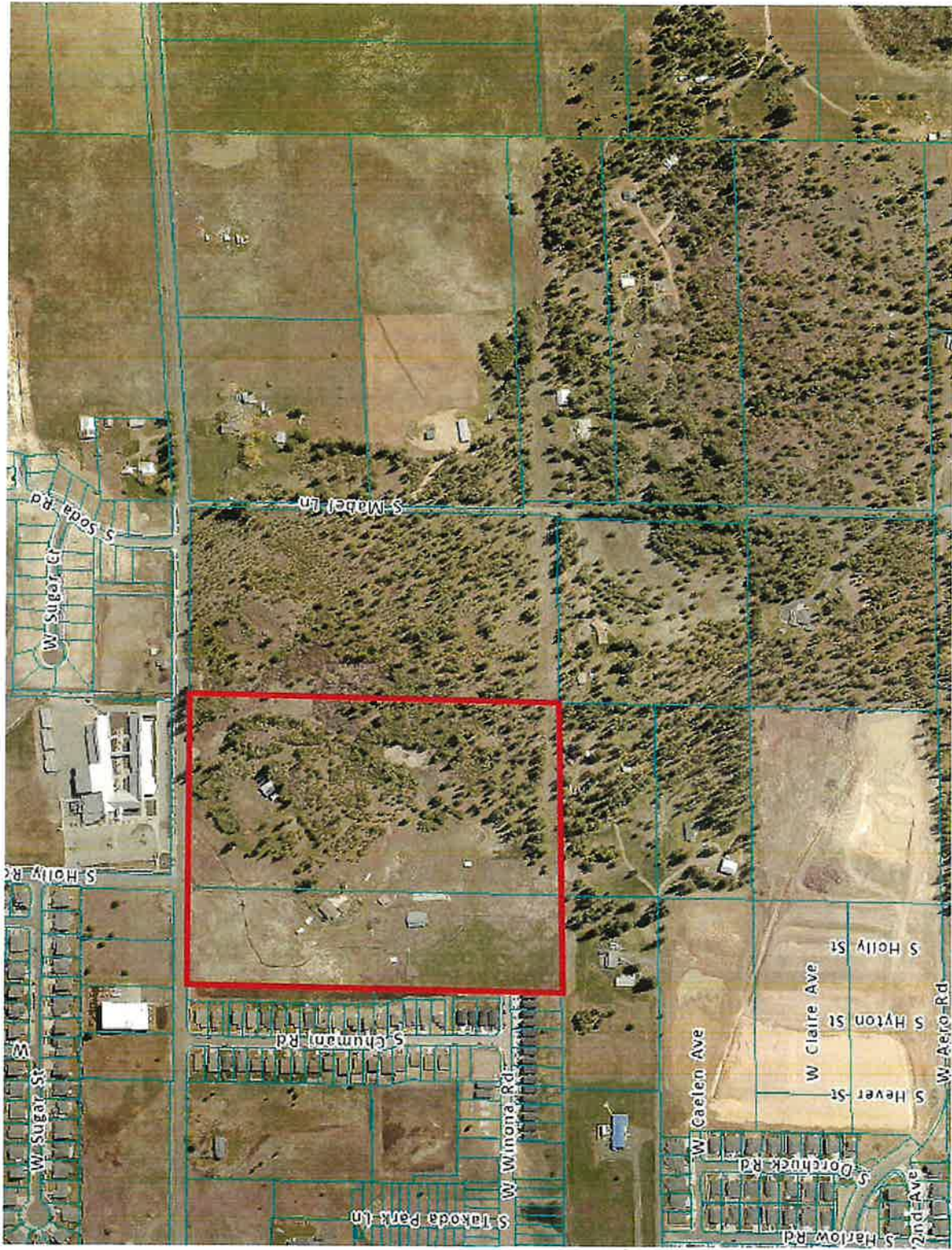
Relationship to Owner

509-893-2617

Phone Contact #

toddw@whipplece.com

e-mail Address



Legal descriptions courtesy of Spokane County SCOUT

Parcel Number 24082.9063

08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD

Parcel Number 24082.906387

08-24-42 ~~E~~W1/2 OF ~~N~~E1/~~2~~4 OF NW1/4 ~~OF NW1/4~~ EXC ~~CO~~ RD

NW 1/4, SEC. 08, T.24N., R.42E., W.M.

PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES

LOCATION IN A PORTION OF THE
NE 1/4, NW1/4 SEC. 8, T24N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON

SHEET INDEX

SHEET 1 PRELIMINARY LONG PLAT
SHEET 2 NORTH HALF
SHEET 3 SOUTH HALF

LEGAL DESCRIPTION

PARCEL # 24082.9063
08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD
PARCEL # 24082.9087
08-24-42, THE W 1/2 OF THE NE 1/4 OF THE NW 1/4 EXC RD.
LEGAL DESCRIPTIONS PER SPOKANE COUNTY SCOUT

SOILS DESCRIPTION

1021 COCOLALLA-HARDESTY COMPLEX, 0 TO 3 PERCENT SLOPES
3015 SEABOLDT ASHY LOAM, DRY, 0 TO 8 PERCENT SLOPES
3040 CHENEY-ALECANYON COMPLEX, 0 TO 8 PERCENT SLOPES
5070 LENZ-SPOKANE COMPLEX, 3 TO 15 PERCENT SLOPES
5072 LENZ-ROCK OUTCROP COMPLEX, 3 TO 15 PERCENT SLOPES
5310 KRAMERHILL ASHY LOAM, 3 TO 15 PERCENT SLOPES

DRAINAGE NOTES

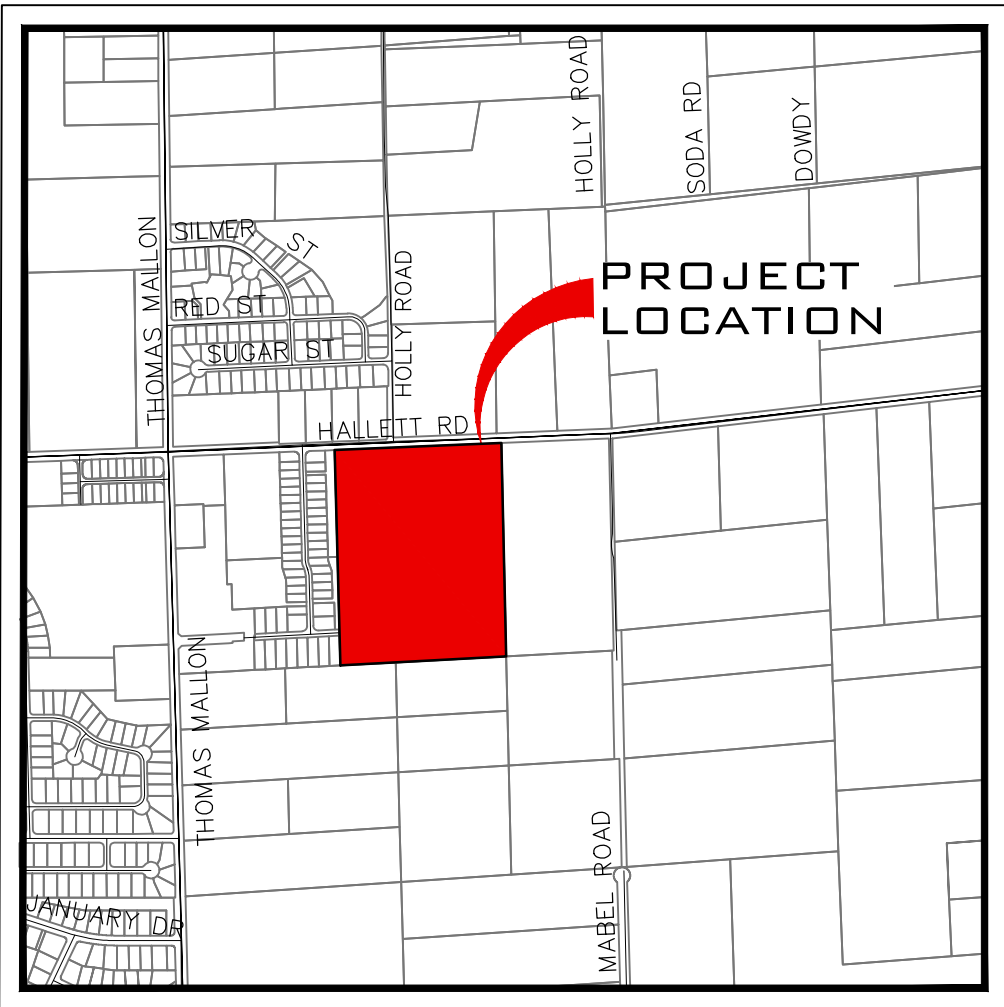
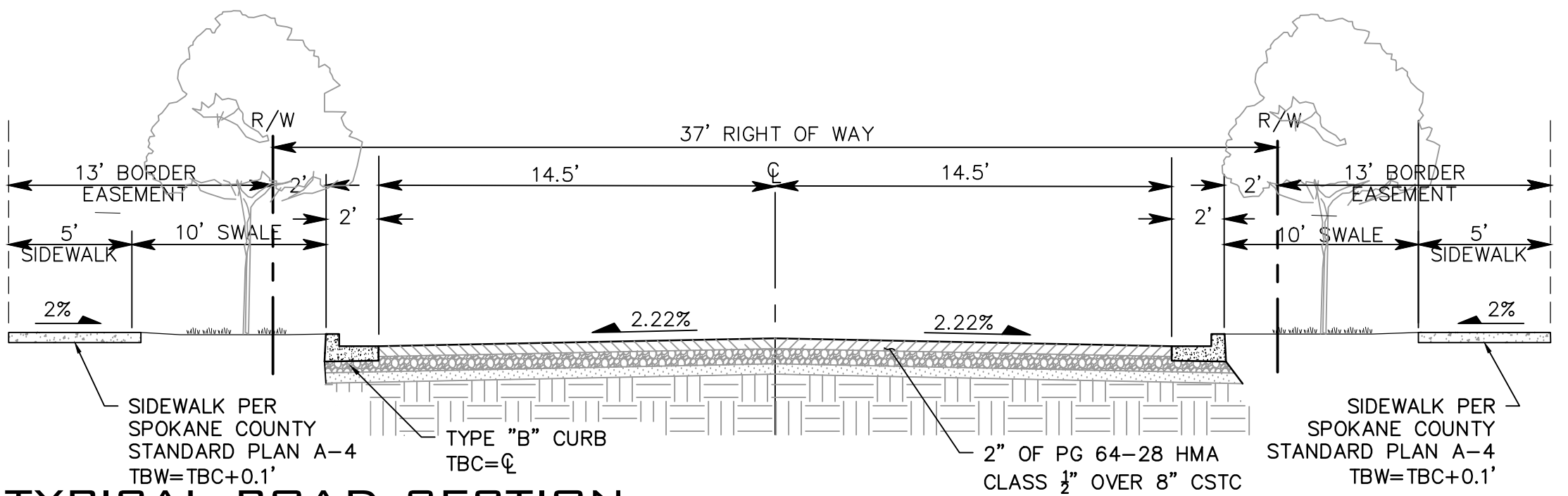
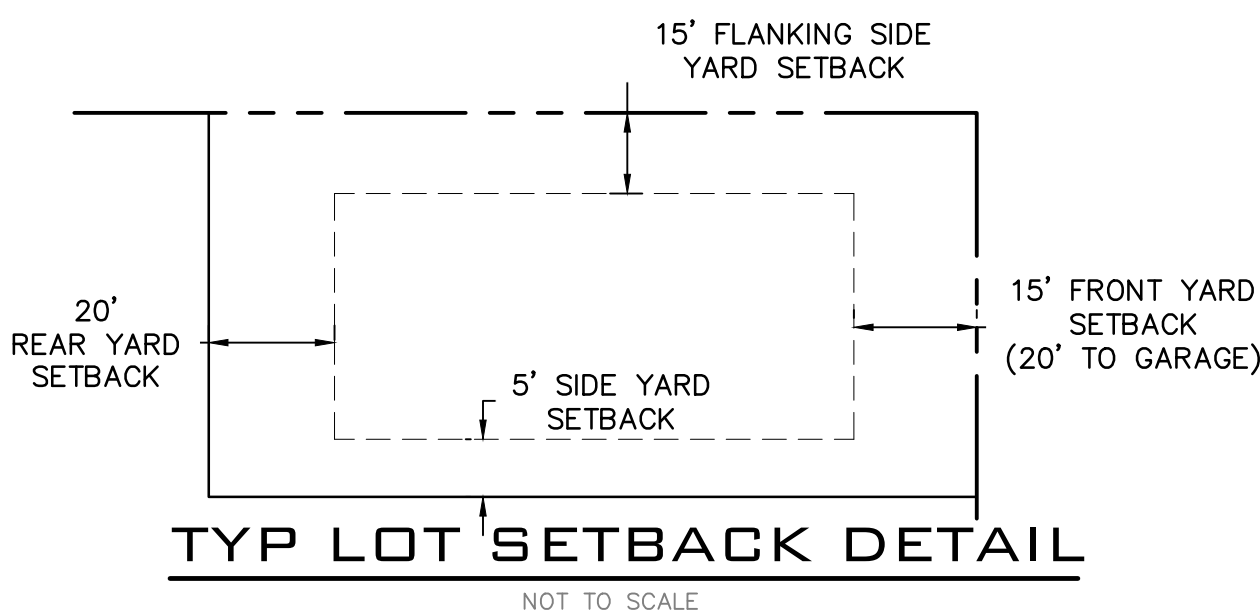
1. DRAINAGE WILL BE PONDS

CRITICAL AREAS

1. WETLANDS - DELINEATED BY WETLAND BIOLOGIST
2. ERODIBLE SOIL

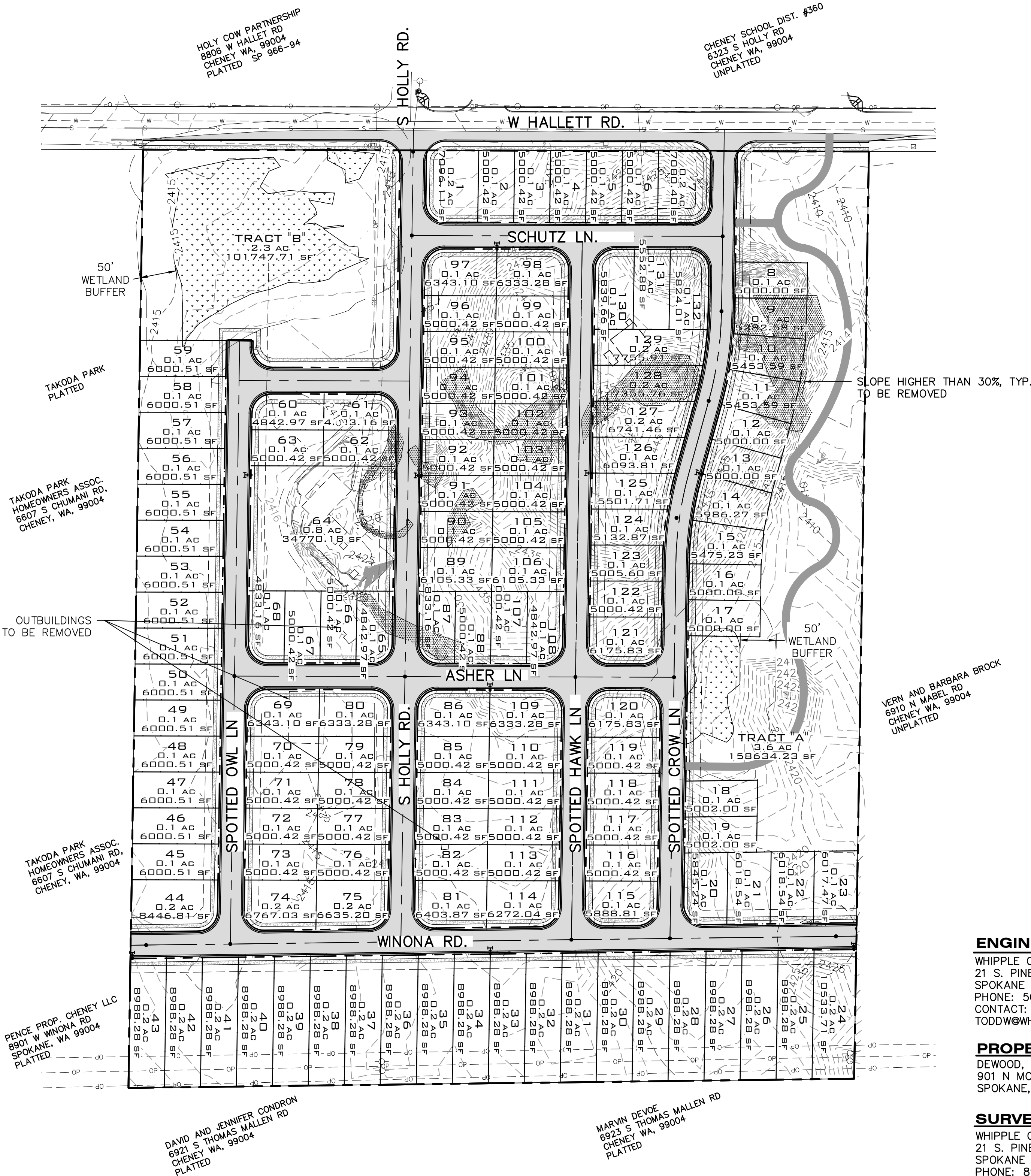
LEGEND

30% SLOPES OR MORE
ERODIBLE SOILS (SHT 2&3)
WETLAND
10' TRAIL



VICINITY MAP
NOT TO SCALE

SITE DATA	
PARCEL NUMBER	24082.9063, 24082.9087
ZONING	LDR
DENSITY [MIN] [MAX]	1 8
ALLOWED DENSITY	30 240
PROJECT AREA	1,308,061.50 30.03
NUMBER OF LOTS	132
NUMBER OF TRACTS	2
AREA OF LOTS	819,664.08 18.82
AREA OF TRACTS	260,381.94 5.98
AREA OF RIGHT OF WAY	228,015.48 5.23
MIN LOT AREA	4,833.16 0.11
MAX LOT AREA	34,770.18 0.80
FIRE DEPARTMENT	FIRE DISTRICT 3
DOMESTIC WATER	CITY OF SPOKANE
SANITARY SEWER	CITY OF SPOKANE



VERN AND BARBARA BROCK
6910 N MABEL RD
CHENEY WA, 99004
UNPLATTED

PENCE PROP CHENEY LLC
8901 W WINONA RD
SPOKANE, WA 99004
PLATTED

DAVID AND JENNIFER CONDRON
6923 S THOMAS MALLEN RD
CHENEY WA, 99004
PLATTED

MARVIN DEVOS
6923 S THOMAS MALLEN RD
CHENEY WA, 99004
PLATTED

ENGINEER

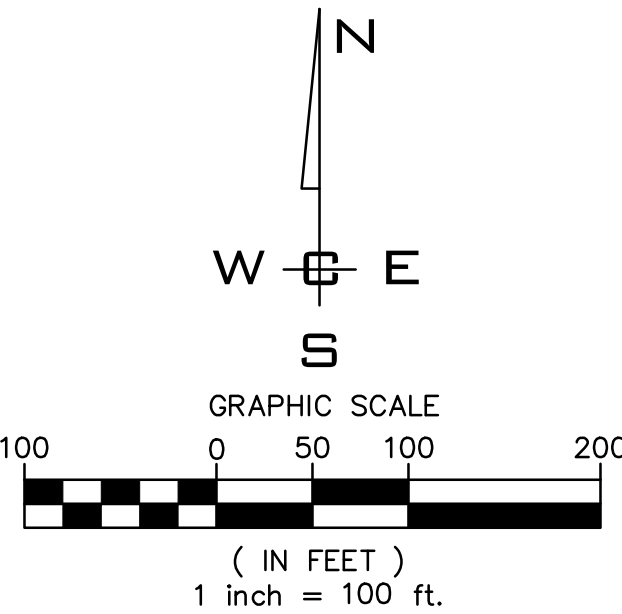
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.
TODD@WHIPPLECE.COM

PROPERTY OWNER

DEWOOD, M.
901 N MONROE ST STE 250,
SPOKANE, WA, 99201

SURVEYOR

WHIPPLE CONSULTING ENGINEERS 21
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: DAVID A. COWELL, P.L.S.



NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL:
1"=100'
VERTICAL:
N/A

PROJ #: 20-2797
DATE: 05/06/21
DRAWN: BNG
REVIEWED: TRW

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

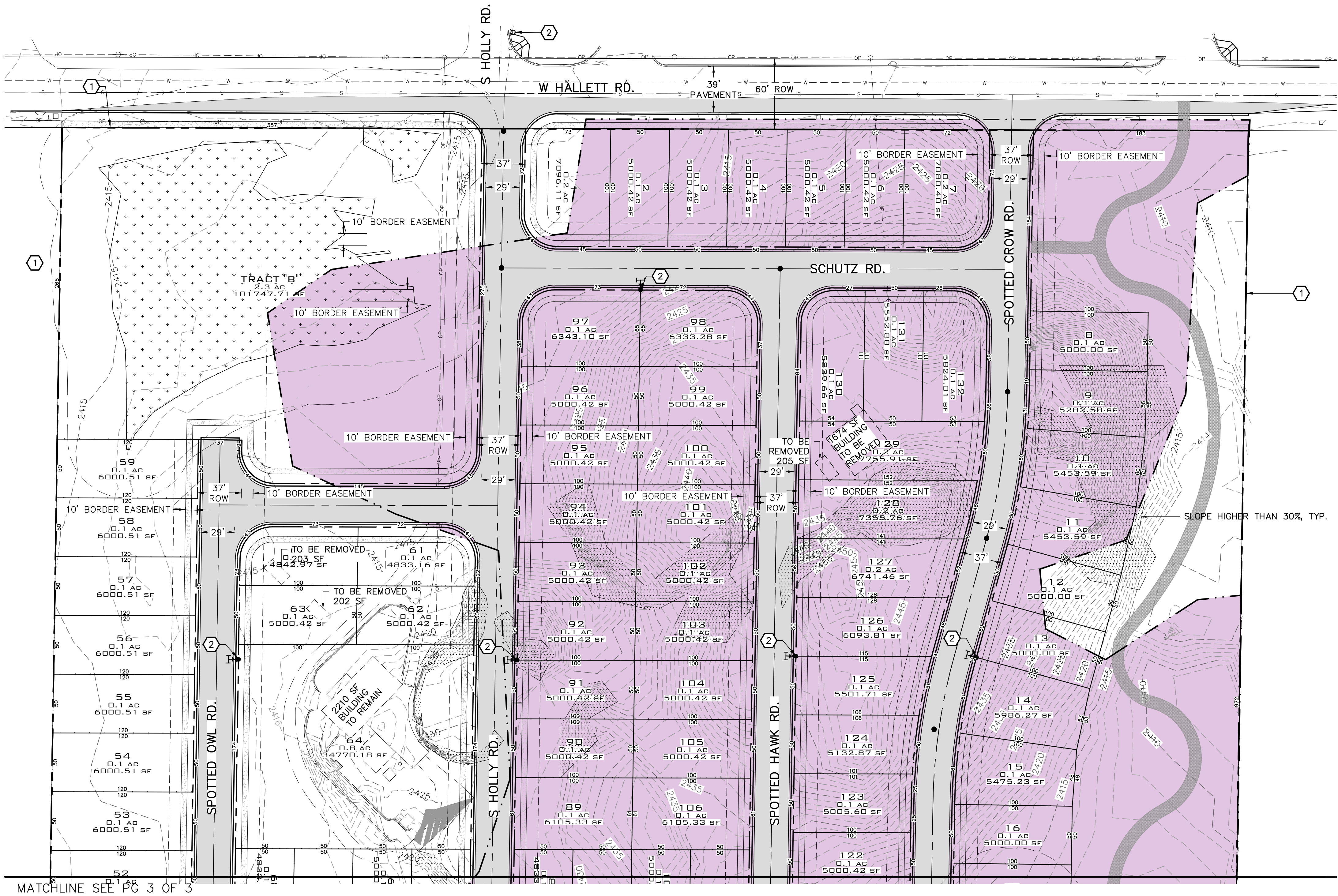


PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA

SHEET
1 OF 3
JOB NUMBER
20-2797

NW¼, SEC.08, T.24N., R.42E., W.M.

NORTH HALF OF SITE

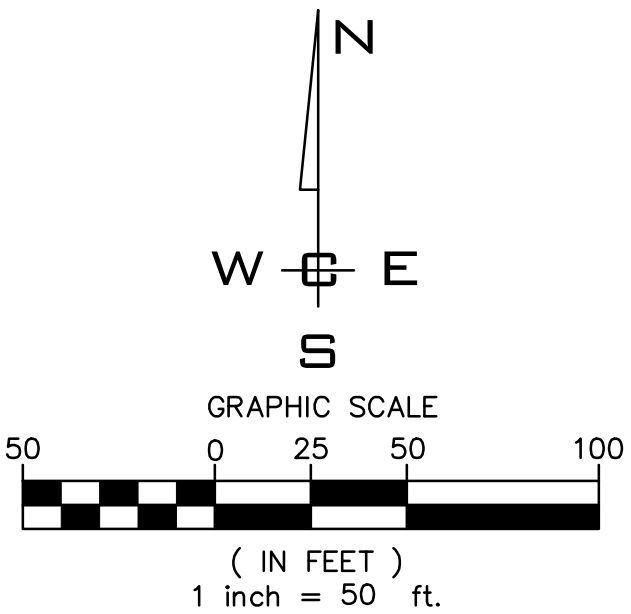


NOTES:

- 1 PROPERTY BOUNDARY
- 2 FIRE HYDRANT LOCATIONS

LEGEND

- 30% SLOPES OR MORE
- ERODIBLE SOILS
- WETLAND
- 10' TRAIL



P:\WCE_WORK\2020 WCE PROJECTS\2020-2797 DEWOOD- 8815 W. Hallett Rd\DWG\2797-PPLAT.DWG PLOT DATE:06/15/21

NO.	DATE	BY	REVISIONS

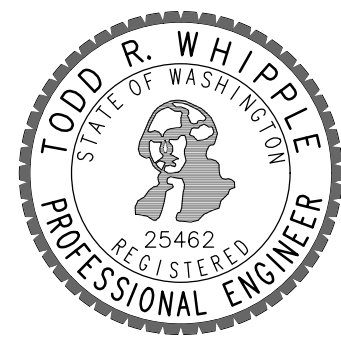
SCALE:
HORIZONTAL:
1"=100'
VERTICAL:
N/A

PROJ #: 20-2797
DATE: 05/06/21
DRAWN: BNG
REVIEWED: TRW

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	X
LANDSCAPE	
OTHER	



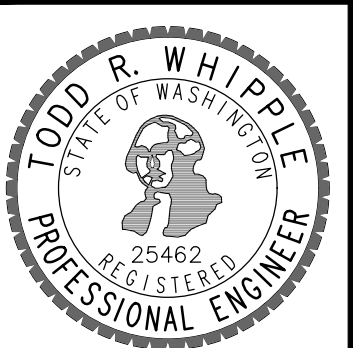
PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA



SHEET
2 OF 3

JOB NUMBER
20-2797

SOUTH HALF OF SITE



**SHEET
3 OF 3**

JOB NUMBER
20-2797

NO	DATE	BY	REVISIONS

SCALE:

HORIZONTAL:

VERTICAL:	N/A
-----------	-----

PROJ #:	20-2797
---------	---------

DATE: 05/06/21

DRAWN: BNG

REVIEWED: TRW

	CIVIL
	STRUCTURAL
	SURVEYING
	TRAFFIC
X	PLANNING
	LANDSCAPE
	OTHER



WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0221

**PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA**

2022 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9017, .9019	A 12-inch water main to the east or an 8-inch water main to the north could provide service to the parcels. Developer must analyze and extend the appropriate main(s).	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (Northwest Terrace Pressure Zone) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcels.
24051.0402, .0403, .0408	A 12-inch water main located at the intersection of 57 th and Dowdy is available to serve the parcels. Developer must extend this main west to serve all parcels.	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcels.
24053.9057	A 12-inch water main located in Holly Road south of the project site would need to be extended to the site at developer expense	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcel.
24082.9063, .9087	Existing 8-inch water main in Winona Road to the west and 12-inch main bordering parcels in Hallett Road could provide service to the parcels. Extension of mains will be at developer expense.	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to development of the parcels.

2-25-16

RECEIVED
March 3, 2016
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 5200-16-03 LGL 2016-0020
TITLE: DUTY TO PROVIDE WATER SERVICE EFFECTIVE DATE: March 18, 2016 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Water and Hydroelectric Services Department.

3.0 REFERENCES

RCW 35.92.020
RCW 36.70A.030
RCW 36.70A.110
WAC 246-290-106
WAC 246-290-108
City of Spokane Comprehensive Plan CFU 3.6
Comprehensive Water System Plan figure 1.8.0a
SMC 13.04.1921
SMC 13.04.1922

4.0 DEFINITIONS

None

5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
 - a. Water service is available in a timely and reasonable manner;
 - b. There exist sufficient water rights available to provide water service;
 - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
 - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.

6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.

2-25-16

No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.

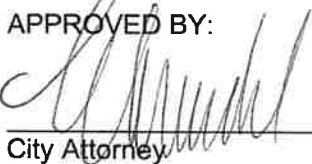
7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.


8.0 APPENDICES

Water Service Area Chart
Flow Chart for Retail Water Service Requests


APPROVED BY:


City Attorney

3/3/16
Date


Director - Utilities

3/3/16
Date

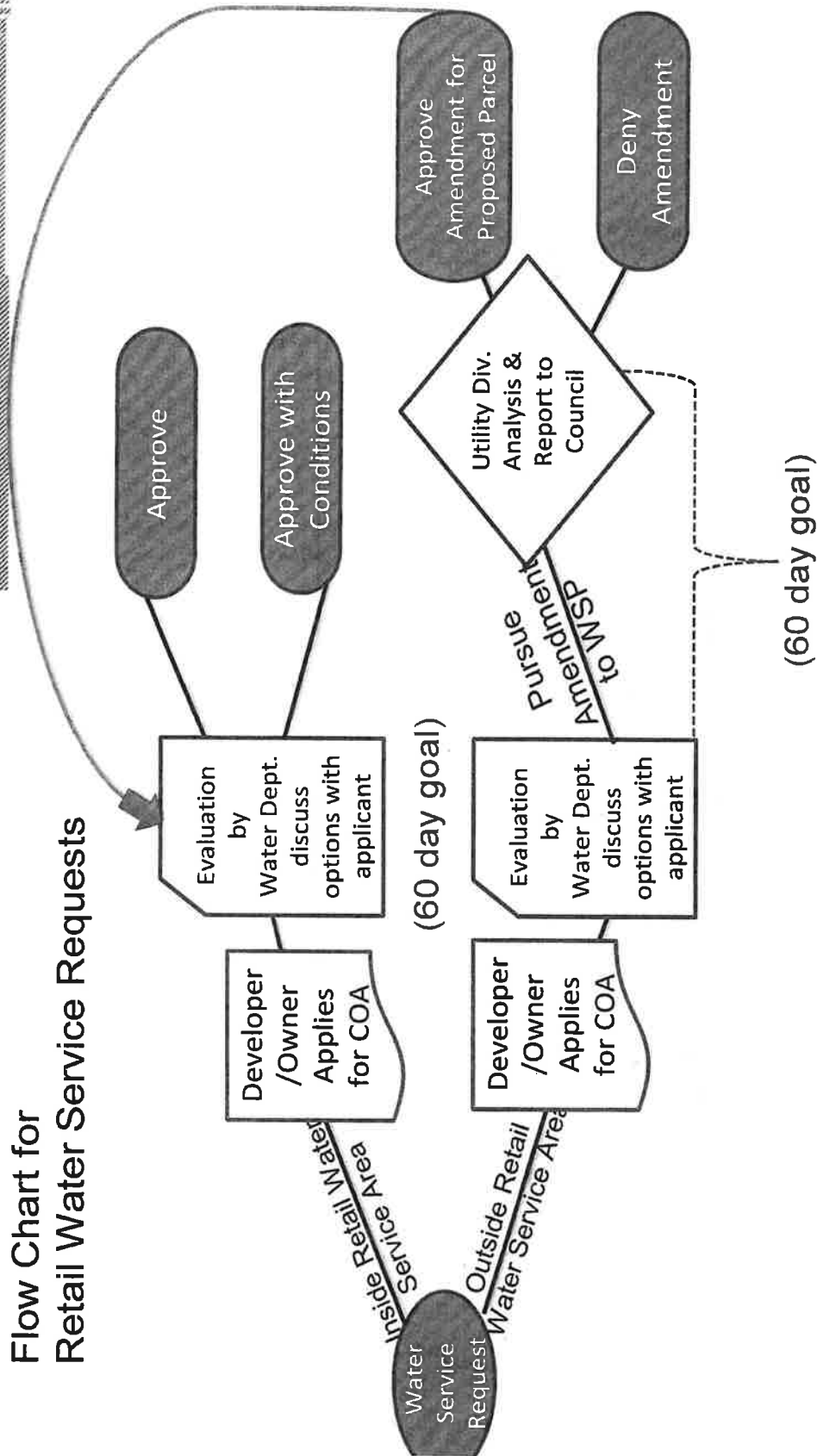

City Administrator

3/3/16
Date

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

Flow Chart for Retail Water Service Requests



Proposed, Jan. 2015

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

07/25/2022

Date Rec'd

7/12/2022

Clerk's File #

RES 2022-0068

Renews #**Cross Ref #**

ORD C36243

Submitting DeptPLANNING & ECONOMIC
DEVELOPMENT**Contact Name/Phone**

TERI STRIPES X6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0650 - MULTI-FAMILY TAX EXEMPTION RESOLUTION SETTING A HEARING

Agenda Wording

A Resolution expressing the intention of the City Council to designate a residential targeted area, amending SMC 8.15.030 the Multi-Family Tax Exemption incentive, and setting a public hearing.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program designating residential targeted areas within urban centers and to certify qualified property owners for that property tax exemption.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

BLACK, TIRRELL

Division Director

MACDONALD, STEVEN

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

PERKINS, JOHNNIE

Council Notifications**Study Session\Other**

UE 7/11/22

Council SponsorCMs Beggs, Bingle, &
Zappone**Distribution List**

tstripes@spokanecity.org

smacdonald@spokanecity.org

sgardner@spokanecity.org

mpiccolo@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2022 - 0068

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, as well as the impacts from the enactment of ESSSB 5287 by the Washington State Legislature; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas and to revise the name of the residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C36243, 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 two residential targeted areas as set forth in Ordinance No. C36243 and as generally identified in Attachment A to the ordinance consisting of maps of:

1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on August 15, 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.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No. C36243 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

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	MFTE Update Committee: CP Beggs, CM Bingle and CP Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10-20 minutes</u>
Agenda Item Name	Multi-Family Tax Exemption Ordinance Recommended Update
Summary (Background)	<p>We will be bringing forward for Council consideration:</p> <p>An ordinance relating to Multi-Family Property Tax Exemption (MFTE); amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.</p> <p>The Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session, which requires us incorporate new requirements within in Chapter 8.15 SMC.</p> <p>This ordinance amends various provisions of Chapter 8.15 SMC regarding MFTE in order to incorporate and comply with the changes to the Chapter 84.14 RCW, the MFTE Update Committee's recommendation, and housekeeping changes.</p>
Proposed Council Action & Date:	<p>We will be seeking setting the of a Hearing on July 25</p> <p>Please see the attached MFTE Update Committee and Staff Recommendations document. This document highlights the significant recommended changes to be consider.</p> <p>The attached Ordinance captures the housekeeping changes, those changes required by E2SSB 52787, and the MFTE Update Committee's recommendations.</p> <p>Also attached is the Spokane Targeted Investment Area Map</p>
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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?	

Economic Development Strategy Update and MFTE Boundaries

The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.

SMC 08.15 Multi- Family Housing Property Tax Exemption

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.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. *(Expires January 1, 2058.)*

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner 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 RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section

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?

Comprehensive Plan Land Use Policies:

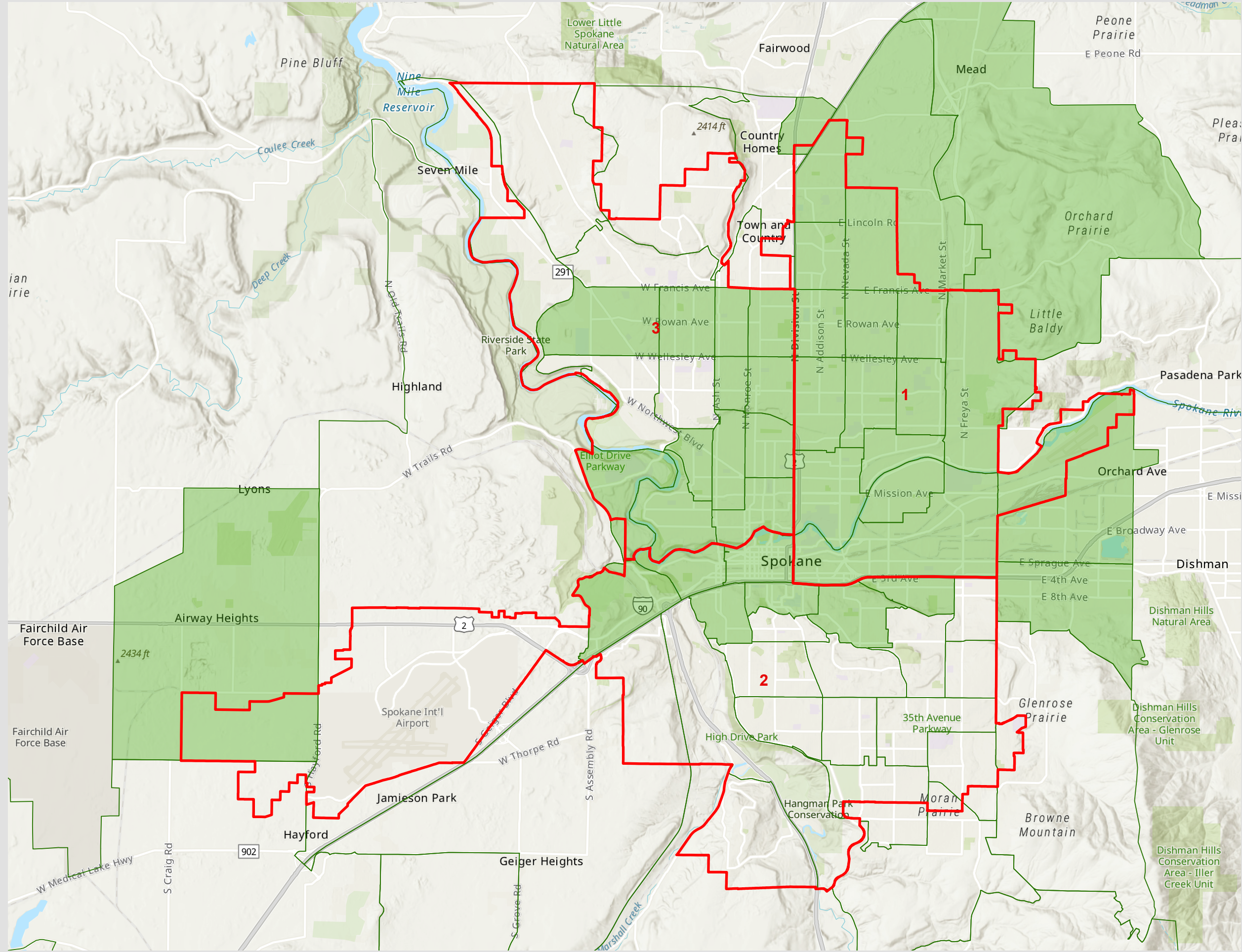
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:




- 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

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

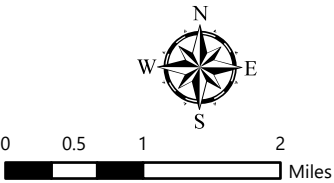


Spokane Targeted Investment Area

-  City Council District
- NMTC Qualified?**
-  Yes
-  No

** The census tracts shown on this map represent the 2010 Census tracts and uses data from the American Communities Survey 2011-2015 Five-Year Average, the currently-adopted standard for determining whether a Tract qualifies for New Market Tax Credit applications.*

At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects-Current\GIS (General)\NMTC Layer\NMTC Layer.aprx

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

07/25/2022

Date Rec'd

7/14/2022

Clerk's File #

RES 2022-0070

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - SUPPORTING ABORTION ACCESS IN SPOKANE

Agenda Wording

Resolution Supporting Abortion Access in Spokane

Summary (Background)

This resolution reaffirms and supports current laws in Washington State that impact abortion access in Spokane. It also limits City employee participation in cooperating with investigations of outside jurisdictions regarding abortion access.

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

7/18 Finance Committee

Division Director**Council Sponsor**CP Beggs; CM Stratton;
CM Wilkerson**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022-0070

A resolution recognizing, reaffirming, and supporting the repeated decisions of the people of the state of Washington to protect access to abortion.

WHEREAS, reproductive privacy and decision-making are deeply personal matters; and

WHEREAS, the people of the state of Washington adopted Initiative 120 in 1991, which recognized and reaffirmed that the government or its agents may not interfere with or deny a pregnant individual's fundamental right of privacy in making reproductive decisions, such as whether to obtain an abortion; and

WHEREAS, to date, Washington is the only state to recognize this fundamental right by a vote of the people; and

WHEREAS, the people of the state of Washington have rejected attempts (I-471 in 1984 and I-694 in 1998) to restrict or limit the rights declared and affirmed by popular vote to ensure that a pregnant individual's choice and bodily autonomy in their health care decisions, including their reproductive health care decisions; and

WHEREAS, the Washington Constitution provides individuals a right of personal bodily autonomy that goes beyond those rights secured by statute, initiative and referendum; and

WHEREAS, the Planned Parenthood Health Center in the City of Spokane sees more than 10,000 patients annually with one in four seeking abortion care from out of state and will be massively impacted due to Idaho and others states' abortion bans going into effect; and

WHEREAS, the City of Spokane, as a political subdivision of the state of Washington, is bound by the "public policy of the state of Washington that:

- Every woman and all individuals have the fundamental right to choose or refuse birth control;
- Every pregnant woman and pregnant individual has the fundamental right to choose or refuse to have an abortion;
- The state shall not deny or interfere with a pregnant woman's and pregnant individual's fundamental right to choose or refuse to have an abortion; and
- The state shall not discriminate against the exercise of these rights in the regulation or provision of benefits, facilities, services, or information"; and

WHEREAS, state law also prohibits the state (and its political subdivisions) from "deny[ing] or interfere[ing] with a pregnant woman's and pregnant individual's right to choose to have an abortion prior to viability of the fetus, or to protect their life or health"; and

WHEREAS, despite these repeated decisions by the people of the state of Washington, efforts to undermine, deny, and interfere with an individual's fundamental rights to privacy and autonomy in reproductive decisions continue today, such as the recent Supreme Court decision in *Dobbs v. Jackson Women's Health Organization*, which overruled individuals' rights to make decisions about their own bodies and health care; and

WHEREAS, nevertheless, Washington state law continues to protect a pregnant woman's and pregnant individual's fundamental right to personal autonomy and privacy in making reproductive decisions, free from government interference, and the City of Spokane and its officers must and will adhere to and enforce those rights.

WHEREAS, mayors of cities such as Tacoma, Boise, Seattle and the United States Conference of Mayors have declared their support for an individual's right to abortion access, and have directed their law enforcement agencies not to assist in the investigation or prosecution of any individual exercising their right to abortion access or reproductive health or any individual providing such essential health care services when scarce taxpayer resources can be better spent protecting public health and public safety departments should be focused on more pressing needs; and

WHEREAS, community members have called on the leaders of Spokane to make statements in support of abortion access, and Spokane City Council by way of this resolution intends to answer that call; and

WHEREAS, the people of Spokane should know if their city resources, including law enforcement, will be used to assist in the investigation or prosecution of the legally protected exercise of the above-stated rights; and

NOW THEREFORE, BE IT RESOLVED that the City of Spokane recognizes, supports, and reaffirms the vitality of the public policy choice made repeatedly by the voters of the state of Washington and enshrined in the Washington Constitution to ensure that all women and pregnant individuals have the fundamental right to personal autonomy and privacy in their reproductive decisions, including the right to abortion.

BE IT ALSO RESOLVED that the City of Spokane is in firm opposition to the U.S. Supreme Court's decision in overturning *Roe v. Wade*, and the removal of federal protection for accessing reproductive care and services for all residents of Spokane and across the nation.

BE IT FURTHER RESOLVED that the Spokane City Council urges our federal delegation to immediately pass legislation codifying the rights to abortion, reproductive healthcare and personal autonomy that are currently provided by Washington law to residents of and visitors to Washington to ensure that all people in Spokane and across the nation have the right to the personal privacy and bodily autonomy that are needed for their own health care decisions.

AND BE IT FINALLY RESOLVED that it is hereby the policy of the City of Spokane that no employee or agent of the City within the scope of their duties for the City shall assist in the interference, investigation, or prosecution of any individual exercising the same rights enjoyed by Washington residents to an abortion or pregnancy outcome, nor any

Spokane provider of such services that are guaranteed to Washington residents by the laws of State of Washington.

PASSED by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2022-0070

A resolution recognizing, reaffirming, and supporting the repeated decisions of the people of the state of Washington to protect access to abortion.

WHEREAS, reproductive privacy and decision-making are deeply personal matters; and

WHEREAS, recognizing this, in 1970, the voters of the state of Washington approved Referendum 20, to codify that one reproductive decision, namely whether to obtain an abortion, is an exercise of a pregnant individual's fundamental rights to privacy and autonomy, and is a decision to be made without government interference; and

WHEREAS, to date, Washington is the only state to recognize this fundamental right by a vote of the people; and

WHEREAS, reaffirming this right, the people of the state of Washington adopted Initiative 120 in 1991, which recognized and reaffirmed that the government or its agents may not interfere with or deny a pregnant individual's fundamental right of privacy in making reproductive decisions, such as whether to obtain an abortion; and

WHEREAS, twice since the passage of Referendum 20, the people of the state of Washington have rejected attempts (I-471 in 1984 and I-694 in 1998) to restrict or limit the rights declared and affirmed by popular vote to ensure that a pregnant individual's choice and bodily autonomy in their health care decisions, including their reproductive health care decisions; and

WHEREAS, the Planned Parenthood Health Center in Spokane sees more than 10,000 patients annually with one in four seeking abortion care from out of state and will be massively impacted due to Idaho and others states' abortion bans going into effect; and

WHEREAS, the City of Spokane, as a political subdivision of the state of Washington, is bound by the "public policy of the state of Washington that:

- Every individual has the fundamental right to choose or refuse birth control;
- Every pregnant individual has the fundamental right to choose or refuse to have an abortion;
- the state shall not deny or interfere with a pregnant individual's fundamental right to choose or refuse to have an abortion; and
- The state shall not discriminate against the exercise of these rights in the regulation or provision of benefits, facilities, services, or information"; and

WHEREAS, state law also prohibits the state (and its political subdivisions) from “deny[ing] or interfere[ing] with a pregnant individual’s right to choose to have an abortion prior to viability of the fetus, or to protect their life or health”; and

WHEREAS, despite these repeated decisions by the people of the state of Washington, efforts to undermine, deny, and interfere with women’s fundamental rights to privacy and autonomy in reproductive decisions continue today, such as the recent Supreme Court decision in *Dobbs v. Jackson Women’s Health Organization*, which overruled women’s rights to make decisions about their own bodies and health care; and

WHEREAS, nevertheless, Washington state law continues to protect a pregnant individual’s fundamental right to personal autonomy and privacy in making reproductive decisions, free from government interference, and the City of Spokane and its officers must and will adhere to and enforce it.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane recognizes, supports, and reaffirms the vitality of the public policy choice made repeatedly by the voters of the state of Washington to ensure that all pregnant individuals have the fundamental right to personal autonomy and privacy in their reproductive decisions, including the right to abortion.

BE IT ALSO RESOLVED that the City of Spokane is in firm opposition to the U.S. Supreme Court’s decision in overturning *Roe v. Wade*, and the removal of federal protection for accessing reproductive care and services for all residents of Spokane and across the nation.

BE IT FURTHER RESOLVED that the Spokane City Council urges our federal delegation to immediately pass legislation codifying the rights to abortion, reproductive healthcare and personal autonomy that are currently provided by Washington law to residents of and visitors to Washington and other reproductive to ensure that all people in Spokane and across the nation have the right to the personal privacy and bodily autonomy that are needed for their own health care decisions.

AND BE IT FINALLY RESOLVED that it is hereby the policy of the City of Spokane that no employee or agent of the City within the scope of their duties for the City shall assist another state or government entity, employee or agent in interfering with, investigating, or prosecuting any individual’s exercise of their right to an abortion or pregnancy outcome as well as not interfering with, investigating or prosecuting any abortion providers located in Spokane, Washington.

ADOPTED by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name & Phone	Breean Beggs – x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Stratton and CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Supporting Abortion Access in Spokane
Summary (Background)	This resolution recognizes, reaffirms, and supports the repeated decisions of the people of the state of Washington to protect access to abortion to protect access to abortion in Spokane. It also limits SPD participation in cooperating with investigations of outside jurisdictions regarding abortion access.
Proposed Council Action & Date:	7/25/22
Fiscal Impact: N/A Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input 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? This resolution is reaffirming and supporting current laws in Washington State that impact abortion access in Spokane and does not have direct impacts on community members.	
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:**

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

ORD C36244

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

RES 2022-0069

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 – ORDINANCE AMENDING CITY CHARTER REGARDING CITY ATTORNEY

Agenda Wording

Submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.

Summary (Background)

This ordinance is related to a resolution that requests the County Auditor set a special election for Nov. 8, 2022, at which the voters would consider making changes to the City Charter concerning the method of appointing the City Attorney, the duties of the City Attorney, and creating the ability of the Mayor and the City Council to appoint special counsel as needed.

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

FA Comm., 6/27/2022

Division Director**Council Sponsor**

CP Beggs, CM Wilkerson

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

ORDINANCE NO. C - [36244](#)

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, in 1999, Spokane voters changed the City's form of government from the council-manager form to the mayor-council (so-called "strong mayor") form of government; and

WHEREAS, when that change occurred, the city charter's provisions concerning the City Attorney and other legal counsel were not updated to implement the change in government structure; and

WHEREAS, under the current city charter, the Mayor nominates and the City Council appoints the City Attorney, but the City Attorney can be fired by the Mayor alone for any reason or for no reason at all; and

WHEREAS, as a result, although the City Charter requires that the City Attorney act as the legal advisor to both the City Council and the Mayor, in practical terms the City Attorney is not structurally independent under the current form of government; and

WHEREAS, the initiation and settlement of litigation can have a large impact on the City's budget, which is the paramount area of the City Council's responsibility, yet the City Council does not currently have the authority to approve the initiation or settlement of litigation; and

WHEREAS, from time to time, the City Council and the Mayor may each require their own independent counsel to advise them on various matters which may not be held in common with the other branch of City government; and

WHEREAS, the City Council desires to seek approval from the voters of Spokane to amend the City Charter to ensure that the City Attorney is functionally and structurally accountable to both the Mayor and the City Council and to more fully implement the duties of the City Attorney under the City Charter within the Mayor-Council form of government by having greater independence.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 24 of the Spokane City Charter is amended to read as follows:

Section 24: Mayor

The mayor shall be the executive officer of the City. In addition to the powers and duties granted a chief executive and/or administrative officer under the law of the State of Washington, the mayor shall have the following powers and duties:

- A. The power to appoint and remove the administrative heads and assistant administrative heads in each department of the City government, provided the appointment of an administrative head shall be subject to the approval of the city council and, further provided, that the head or assistant head of any department shall not be deprived by any such removal of any standing under the civil service provisions of this Charter which the employee may have had before appointment as head or assistant head of a department.
- B. The power to appoint and remove a city clerk, provided such appointment shall be subject to the approval of the city council.
- C. The power to appoint and remove the city attorney, provided such appointment and removal shall be subject to the approval of the city council as described in Section 28.
- D. The power to appoint and remove, subject to the civil service provisions of this Charter, all other officers and employees of the City of Spokane or to authorize the head of a department or officer responsible to the mayor to appoint and remove subordinates in such department or office.
- E. The power to make all other appointments required to be made by the mayor by the laws of the State of Washington and in the manner provided thereby.
- F. The power to appoint and remove a chief administrative officer whose title may be determined by the mayor. The chief administrative officer shall, under general supervision of the mayor, assist the mayor in administering City government. The salary of the chief administrative officer shall be fixed in the discretion of the mayor, subject to the approval of the city council.
- G. The power to appoint and remove an executive secretary and assistants not subject to civil service, whose compensation shall be fixed by the city council.
- H. Whenever the city council shall be required to appoint any member of a board, commission, or other body, unless the appointee is a council member, it shall be the duty of the mayor to nominate a suitable person for such appointment. If the

city council refuses to appoint any nominee of the mayor, then the mayor shall, within ninety days thereafter, nominate another person to fill the office, and may continue to nominate until appointment. If the mayor fails to make another such nomination within ninety days, then the city council shall select a suitable person to fill the office.

- I. The power to initiate the removal of a council appointee, other than a council member appointee to a committee of the council, by recommending such removal to the city council. The council shall consider the request. If a majority of the council is in favor, the appointee shall be removed. Upon such removal, the vacancy for the unexpired term, if any, shall be filled by appointment in the same manner as if at the beginning of the term, except as otherwise provided in this Charter.
- J. The duty to see that all laws and ordinances are faithfully enforced and that law and order are maintained in the City.
- K. The duty of the mayor annually at the second meeting of the city council in October to communicate by message to the city council a statement of the conditions and affairs of the City, and to recommend the adoption of such measures he or she may deem expedient and proper. The mayor shall make special communication to the city council from time to time as he or she may deem useful and proper, and shall submit reports on City matters when so requested by the city council.
- L. The duty to prepare and present to the city council a budget and a budget message setting forth the programs proposed for the City during the next fiscal year.
- M. The power to recommend to the city council for adoption such measures and ordinances as may be deemed expedient and to make such other recommendations to the city council concerning the affairs of the City as may seem desirable.
- N. The power to veto ordinances or parts of ordinances passed by the council and submitted to him or her as provided herein but such veto may be overridden by the vote of a majority of all council members plus one more vote.
- O. The power to make investigation into the affairs of the City.
- P. The power to make recommendations in connection with the awarding of public contracts and shall see that all contracts made by the City of Spokane are faithfully performed.
- Q. The duty to hold no employment other than that of the City.
- R. The duty to approve for payment and submit to the city council at each meeting for its allowance all claims and bills.

Section 2. That section 28 of the Spokane City Charter is amended to read as follows:

Section 28: Independent City Attorney – Qualifications, Appointment, and Removal

- A. The city attorney shall be a member of the Bar of the State of Washington, and shall have practiced law within the State of Washington not less than five years immediately preceding ~~((his or her))~~ their appointment.
- B. The city council shall appoint the city attorney by resolution upon the agreement of the mayor for a term of seven years, which term may be renewed for a single additional seven-year term by resolution of the city council after there is an opportunity for input from the mayor and the public. This subsection B shall apply only to appointments to the position of city attorney after the effective date of this section.
- C. The city council, with the agreement of the mayor, may remove the city attorney prior to the expiration of a term only for just cause shown by passage of a resolution by a vote of a majority plus one of the city council. This subsection C shall apply only to appointments to the position of city attorney after the effective date of this section.

Section 3. That section 29 of the Spokane City Charter is amended to read as follows:

Section 29: Independent City Attorney – Duties

- A. The city attorney shall ~~((be the))~~ provide legal ~~((advisor))~~ advice ~~((of))~~ to the mayor, city council, and all departments of the City ~~((officers))~~; shall conduct all cases in court and all other actions and proceedings not in charge of special or independent counsel, to which the City may be a party or in which it may be interested; shall provide legal advice to all boards, commissions, and other agencies of the City; shall issue written legal opinions upon the request of the mayor, city administrator, board or commission, or member of the city council; shall approve as to form all contracts entered into in the name of the City before the same are executed; and shall perform such other duties as may be required by the city council. The city attorney shall keep a docket and record of all cases and of the proceedings therein, shall keep copies of all official written communications, and shall deliver the same to any successor in office.
- B. The city attorney may commence significant civil litigation on behalf of the City only upon the prior approval by the city council and the mayor, and shall not settle or dismiss any significant civil litigation brought on behalf of the City nor settle any

such civil litigation brought against the City unless receiving prior authorization to do so by the city council and the mayor. The city attorney, through the city prosecutor, shall be responsible for all prosecution originating in the City of Spokane Municipal Court. The City Council shall establish, by ordinance, implementing regulations concerning the method of approval, and the types of cases and amounts in controversy to which this section applies.

- C. The city attorney shall have the power to appoint, remove, and discipline all assistant city attorneys, including the city prosecutor and assistant city prosecutors. The city attorney shall also have the power to appoint, remove, and discipline all other employees and subordinates in their office subject at all times to the requirements of Article VI of this charter, pertaining to the civil service.

Section 4. That section 32 of the Spokane City Charter (City Attorney – Assistants) is repealed in its entirety.

Section 5. That section 33 of the Spokane City Charter is amended to read as follows:

Section 33: Special and Independent Counsel

- A. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ ((other or)) special counsel to take charge of special matters or to assist the city attorney.
- B. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ legal counsel independent of the city attorney to advise the mayor in the performance of the mayor's official duties, and to represent the mayor in their official capacity in matters in which the mayor may be a party or in matters in which he or she may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.
- C. The city council, at any time, at its sole discretion, and upon written notice to the mayor and city attorney, may employ legal counsel independent of the city attorney to advise the city council and the members thereof in the performance of their official duties, and to represent the city council and the members thereof in their official capacities in matters to which the City Council or the members thereof may be a party(ies) or in which it or they may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.

Section 6. That section 117 of the Spokane City Charter is amended to read as follows:

Section 117: Power to Subpoena Witnesses

The council and the city attorney shall each have the power to enforce the attendance of witnesses and the production of all books, papers, documents, and files, and to administer oaths in all matters relating to the administration of City affairs or business.

Section 7. This ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the special election to be held on November 8, 2022 in conjunction with the scheduled primary election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO 1.

Amendment to the City Charter Regarding the City Attorney

This proposition amendment will amend sections 24, 28, 29, and 33 and repeal section 32 of the Spokane City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C - 36244.

Shall this measure be enacted into law?

Yes☐

No☐

Section 8. Effective Date.

This ordinance, if approved by the voters at the special election to be held on Tuesday, November 8, 2022, shall take effect and shall be in full force upon the issuance of the certification of election by the Spokane County Auditor's Office.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-36244

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, in 1999, Spokane voters changed the City's form of government from the council-manager form to the mayor-council (so-called "strong mayor") form of government; and

WHEREAS, when that change occurred, the city charter's provisions concerning the City Attorney and other legal counsel were not updated to implement the change in government structure; and

WHEREAS, under the current city charter, the Mayor nominates and the City Council appoints the City Attorney, but the City Attorney can be fired by the Mayor alone for any reason or for no reason at all; and

WHEREAS, as a result, although the City Charter requires that the City Attorney act as the legal advisor to both the City Council and the Mayor, in practical terms the City Attorney is not structurally independent under the current form of government; and

WHEREAS, the initiation and settlement of litigation can have a large impact on the City's budget, which is the paramount area of the City Council's responsibility, yet the City Council does not currently have the authority to approve the initiation or settlement of litigation; and

WHEREAS, from time to time, the City Council and the Mayor may each require their own independent counsel to advise them on various matters which may not be held in common with the other branch of City government; and

WHEREAS, the City Council desires to seek approval from the voters of Spokane to amend the City Charter to ensure that the City Attorney is functionally and structurally accountable to both the Mayor and the City Council and to more fully implement the duties of the City Attorney under the City Charter within the Mayor-Council form of government by having greater independence.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 24 of the Spokane City Charter is amended to read as follows:

Section 24: Mayor

The mayor shall be the executive officer of the City. In addition to the powers and duties granted a chief executive and/or administrative officer under the law of the State of Washington, the mayor shall have the following powers and duties:

- A. The power to appoint and remove the administrative heads and assistant administrative heads in each department of the City government, provided the appointment of an administrative head shall be subject to the approval of the city council and, further provided, that the head or assistant head of any department shall not be deprived by any such removal of any standing under the civil service provisions of this Charter which the employee may have had before appointment as head or assistant head of a department.
- B. The power to appoint and remove a city clerk, provided such appointment shall be subject to the approval of the city council.
- C. The power to appoint and remove the city attorney, provided such appointment and removal shall be subject to the approval of the city council as described in Section 28.
- D. The power to appoint and remove, subject to the civil service provisions of this Charter, all other officers and employees of the City of Spokane or to authorize the head of a department or officer responsible to the mayor to appoint and remove subordinates in such department or office.
- E. The power to make all other appointments required to be made by the mayor by the laws of the State of Washington and in the manner provided thereby.
- F. The power to appoint and remove a chief administrative officer whose title may be determined by the mayor. The chief administrative officer shall, under general supervision of the mayor, assist the mayor in administering City government. The salary of the chief administrative officer shall be fixed in the discretion of the mayor, subject to the approval of the city council.
- G. The power to appoint and remove an executive secretary and assistants not subject to civil service, whose compensation shall be fixed by the city council.
- H. Whenever the city council shall be required to appoint any member of a board, commission, or other body, unless the appointee is a council member, it shall be the duty of the mayor to nominate a suitable person for such appointment. If the

city council refuses to appoint any nominee of the mayor, then the mayor shall, within ninety days thereafter, nominate another person to fill the office, and may continue to nominate until appointment. If the mayor fails to make another such nomination within ninety days, then the city council shall select a suitable person to fill the office.

- I. The power to initiate the removal of a council appointee, other than a council member appointee to a committee of the council, by recommending such removal to the city council. The council shall consider the request. If a majority of the council is in favor, the appointee shall be removed. Upon such removal, the vacancy for the unexpired term, if any, shall be filled by appointment in the same manner as if at the beginning of the term, except as otherwise provided in this Charter.
- J. The duty to see that all laws and ordinances are faithfully enforced and that law and order are maintained in the City.
- K. The duty of the mayor annually at the second meeting of the city council in October to communicate by message to the city council a statement of the conditions and affairs of the City, and to recommend the adoption of such measures he or she may deem expedient and proper. The mayor shall make special communication to the city council from time to time as he or she may deem useful and proper, and shall submit reports on City matters when so requested by the city council.
- L. The duty to prepare and present to the city council a budget and a budget message setting forth the programs proposed for the City during the next fiscal year.
- M. The power to recommend to the city council for adoption such measures and ordinances as may be deemed expedient and to make such other recommendations to the city council concerning the affairs of the City as may seem desirable.
- N. The power to veto ordinances or parts of ordinances passed by the council and submitted to him or her as provided herein but such veto may be overridden by the vote of a majority of all council members plus one more vote.
- O. The power to make investigation into the affairs of the City.
- P. The power to make recommendations in connection with the awarding of public contracts and shall see that all contracts made by the City of Spokane are faithfully performed.
- Q. The duty to hold no employment other than that of the City.
- R. The duty to approve for payment and submit to the city council at each meeting for its allowance all claims and bills.

Section 2. That section 28 of the Spokane City Charter is amended to read as follows:

Section 28: Independent City Attorney – Qualifications, Appointment, and Removal

- A. The city attorney shall be a member of the Bar of the State of Washington, and shall have practiced law within the State of Washington not less than five years immediately preceding ~~((his or her))~~their appointment.
- B. The city council shall appoint the city attorney by resolution upon the agreement of the mayor for a term of seven years, which term may be renewed for a single additional seven-year term by resolution of the city council after there is an opportunity for input from the mayor and the public. This subsection B shall apply only to appointments to the position of city attorney after the effective date of this section.
- C. The city council, with the agreement of the mayor, may remove the city attorney prior to the expiration of a term only for just cause shown by passage of a resolution by a vote of a majority plus one of the city council. This subsection C shall apply only to appointments to the position of city attorney after the effective date of this section.

Section 3. That section 29 of the Spokane City Charter is amended to read as follows:

Section 29: Independent City Attorney – Duties

- A. The city attorney shall ~~((be the))~~provide legal ~~((adviser))~~advice ~~((of))~~ to the mayor, city council, and all departments of the City~~((officers))~~; shall conduct all cases in court and all other actions and proceedings not in charge of special or independent counsel, to which the City may be a party or in which it may be interested; shall provide legal advice to all boards, commissions, and other agencies of the City; shall issue written legal opinions upon the request of the mayor, city administrator, board or commission, or member of the city council; shall approve as to form all contracts entered into in the name of the City before the same are executed; and shall perform such other duties as may be required by the city council. The city attorney shall keep a docket and record of all cases and of the proceedings therein, shall keep copies of all official written communications, and shall deliver the same to any successor in office.
- B. The city attorney may commence significant civil litigation on behalf of the City only upon the prior approval by the city council and the mayor, and shall not settle or dismiss any significant civil litigation brought on behalf of the City nor settle any such civil litigation brought against the City unless receiving prior authorization to

do so by the city council and the mayor. The city attorney, through the city prosecutor, shall be responsible for all prosecution originating in the City of Spokane Municipal Court. The City Council shall establish, by ordinance, implementing regulations concerning the method of approval, and the types of cases and amounts in controversy to which this section applies.

C. The city attorney shall have the power to appoint, remove, and discipline all assistant city attorneys, including the city prosecutor and assistant city prosecutors. The city attorney shall also have the power to appoint, remove, and discipline all other employees and subordinates in their office subject at all times to the requirements of Article VI of this charter, pertaining to the civil service.

Section 4. That section 32 of the Spokane City Charter (City Attorney – Assistants) is repealed in its entirety.

Section 5. That section 33 of the Spokane City Charter is amended to read as follows:

Section 33: Special and Independent Counsel

A. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ ((~~either or~~)) special counsel to take charge of special matters or to assist the city attorney.

B. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ legal counsel independent of the city attorney to advise the mayor in the performance of the mayor's official duties, and to represent the mayor in their official capacity in matters in which the mayor may be a party or in matters in which he or she may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.

C. The city council, at any time, at its sole discretion, and upon written notice to the mayor and city attorney, may employ legal counsel independent of the city attorney to advise the city council and the members thereof in the performance of their official duties, and to represent the city council and the members thereof in their official capacities in matters to which the City Council or the members thereof may be a party(ies) or in which it or they may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.

Section 6. That section 117 of the Spokane City Charter is amended to read as follows:

Section 117: Power to Subpoena Witnesses

The council and the city attorney shall each have the power to enforce the attendance of witnesses and the production of all books, papers, documents, and files, and to administer oaths in all matters relating to the administration of City affairs or business.

Section 7. This ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the special election to be held on November 8, 2022 in conjunction with the scheduled primary election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding the City Attorney

This amendment will amend sections 24, 28, 29, and 33 and repeal section 32 of the City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C-_____.

Shall this measure be enacted into law?

Yes☐

No☐

Section 8. Effective Date.

This ordinance, if approved by the voters at the special election to be held on Tuesday, November 8, 2022, shall take effect and shall be in full force upon the issuance of the certification of election by the Spokane County Auditor's Office.

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:**

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

RES 2022-0069

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

ORD C36244

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - RESOLUTION PLACING CITY ATTORNEY MEASURE ON NOVEMBER, 2022 BALLOT

Agenda Wording

Resolution requesting the County Auditor to hold a special election on Nov. 8, 2022 concerning amendments to the City Charter concerning the appointment and duties of the City Attorney.

Summary (Background)

This resolution requests that the County Auditor set a special election for Nov. 8, 2022, at which the voters would consider making changes to the City Charter concerning the method of appointing the City Attorney, the duties of the City Attorney, and creating the ability of the Mayor and the City Council to appoint special counsel as needed.

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

FA Comm., 6/27/2022

Division Director**Council Sponsor**

CP Beggs, CM Wilkerson

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022- [0069](#)

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 8, 2022, TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO SECTIONS 24, 28, 29 AND 33 AND REPEAL SECTION 32 OF THE SPOKANE CITY CHARTER RELATING TO THE APPOINTMENT, DUTIES AND POWERS OF THE CITY ATTORNEY AND OTHER LEGAL COUNSEL

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.321(3) requires the City to present a resolution calling for a special election on the date of the general election to the Spokane County Auditor no later than the date of the primary election, which in 2022 falls on Tuesday, August 2, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Sections 84 and 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.321(3) to call a special municipal election to be held on November 8, 2022, for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. [1](#)

Amendment to the City Charter Regarding the City Attorney

This [proposition amendment](#) will amend sections 24, 28, 29, and 33 and repeal section 32 of the [Spokane](#) City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C- [36244](#).

Shall this measure be enacted into law?

Yes☐

No□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 2, 2022.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2022-0069

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 8, 2022, TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO SECTIONS 24, 28, 29 AND 33 AND REPEAL SECTION 32 OF THE SPOKANE CITY CHARTER RELATING TO THE APPOINTMENT, DUTIES AND POWERS OF THE CITY ATTORNEY AND OTHER LEGAL COUNSEL

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.321(3) requires the City to present a resolution calling for a special election on the date of the general election to the Spokane County Auditor no later than the date of the primary election, which in 2022 falls on Tuesday, August 2, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Sections 84 and 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.321(3) to call a special municipal election to be held on November 8, 2022, for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding the City Attorney

This amendment will amend sections 24, 28, 29, and 33 and repeal section 32 of the City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C-36244.

Shall this measure be enacted into law?

Yes☐

No□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 2, 2022.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney