

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 August 15, 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 August 15, 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: 2498 913 1561; 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, August 15, 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, AUGUST 15, 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 August 15, 2022:

User Name: **COS Guest**

Password: **qFcu8rmB**

**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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Citizen's Transportation Advisory Board: One Appointment (Deferred from August 1, 2022, Agenda)	Approve	CPR 2018-0032
Community, Housing, and Human Services Board: Three Appointments	Approve	CPR 2012-0033

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|--|---|
| <p>1. Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Illinois Avenue Grind and Overlay Project—\$2,327,467. An administrative reserve of \$232,746.70, which is 10% of the contract price, will be set aside. (Logan/Bemiss Neighborhood) (Council Sponsor: Council Member Kinnear)
Dan Buller</p> <p>2. Administrative Reserve increase to the contract with LaRiviere, Inc. for the Havana Well Station—\$250,000. (Council Sponsor: Council Member Kinnear)
Dan Buller</p> <p>3. Consultant Agreement with Matrix Consulting Group (San Mateo, CA) to provide a cost and usage analysis for the City's police vehicles from August 1, 2022 through March 1, 2023—\$61,100 (plus applicable taxes). (Council Sponsor: Council Member Kinnear)
Rick Giddings</p> <p>4. Recommendation to list the Breslin, 729 S. Bernard Street, on the Spokane Register of Historic Places.
Megan Duvall</p> <p>5. Contract Extension with the House of Charity through December 31, 2022, to provide financial support for the continuation of 35 socially distanced shelter beds, maintaining their current overall capacity of 135 beds—\$280,409.63 (ESG-CV funds). (Council Sponsor: Council Member Stratton)
Jenn Cerecedes</p> <p>6. Accept grant funding to perform a stormwater study per the Washington State Department of Ecology TAPE</p> | <p>Approve</p> <p>Approve</p> <p>Approve</p> <p>Approve & Authorize Agreement</p> <p>Approve & Authorize Contract</p> <p>Approve</p> | <p>OPR 2022-0577
ENG 2021096</p> <p>OPR 2021-0832
ENG 2019171</p> <p>OPR 2022-0578
RFP 5650-22</p> <p>OPR 2022-0579</p> <p>OPR 2020-0061</p> <p>OPR 2022-0580</p> |
|--|--|---|

program, in partnership with Spokane County and the City of Spokane Valley—\$300,000 Revenue, with a 25 percent match requirement. (Council Sponsor: Council Member Kinnear)

Trey George

- | | | | |
|------------------------|--|--------------------------------|---------------|
| 7. | Contract Extension with Passport Labs, Inc. (Charlotte, NC) allowing parkers to pay for on-street parking through the Passport Mobile Parking App from August 1, 2022 through December 31, 2022—\$25,000. (Council Sponsors: Council Members Kinnear and Stratton) | Approve | OPR 2018-0029 |
| Jesten Ray | | | |
| 8. | Connecting Housing to Infrastructure Program (CHIP) Grant for infrastructure improvements related to Liberty Park Terrace Apartments—\$680,461 Revenue. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0581 |
| Marcia Davis | | | |
| 9. | Collective Bargaining Agreement with the Spokane Police Guild for wages and benefits for 2022. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2022-0582 |
| Michael Piccolo | | | |
| 10. | Collective Bargaining Agreement with Local 29 I.A.F.F. AFL-CIO for wages and benefits for 2020 through 2024. (Council Sponsor: Council Member Bingle) | Approve and Authorize Contract | OPR 2022-0585 |
| Michael Piccolo | | | |
| 11. | Report of the Mayor of pending: | Approve & Authorize Payments | |
| a. | Claims and payments of previously approved obligations, including those of Parks and Library, through July 29, 2022, total \$12,001,683.66, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,348,641.16. | | CPR 2022-0002 |
| b. | Claims and payments of previously approved obligations, including those of Parks and Library, through August 5, 2022, total \$5,436,872.76, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,965,679.85. | | CPR 2022-0002 |
| c. | Payroll claims of previously approved obligations through August 6, 2022: \$8,261,352.14. | | CPR 2022-0003 |
| 12. | City Council Meeting Minutes: June 16, July 18 (corrected), July 25, and August 4, 2022. | Approve All | CPR 2022-0013 |

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

ORD C36193

Forfeitures & Contributions Fund

1) Increase appropriations by \$175,000.

A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.

B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.

C) \$10,000 for training.

2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from July 25, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Michael McNab

ORD C36251

General Fund

1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.

2) Increase the appropriation for registration/schooling by \$5,000.

3) Increase the appropriation for professional services by \$55,000.

4) Increase the appropriation for advertising by \$2,200.

5) Increase the appropriation for office supplies by \$1,100.

6) Increase the appropriation for operating supplies by \$8,000.

A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Howard Delaney

ORD C36252**General Fund**

- 1) Decrease the appropriation for Court Commissioner in the Municipal Court department by \$39,000.
- 2) Decrease the appropriation for Court Clerk II in the Municipal Court department by \$35,000.
- 3) Decrease the appropriation for a Community Justice Specialist in the Community Justice Services department by \$32,000.
- 4) Decrease the appropriation for a Community Justice Counselor in the Community Justice Services department by \$39,000.
- 5) Increase the appropriation of professional services in the Municipal Court department by \$115,000.
- 6) Increase the appropriation of contractual services in the Municipal Court department by \$30,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund essential testing, treatment, and FTA reduction programs.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Howard Delaney

ORD C36253**General Fund**

- 1) Decrease the appropriation for Court Clerk I positions in the Municipal Court department by \$62,300.
- 2) Increase the appropriation for office furniture (non-capital) by \$50,800.
- 3) Increase the appropriation for building repairs/maintenance by \$11,500.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to refurbish, replace, and/or repair various Court spaces and furnishings.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Howard Delaney

ORD C36254**Public Safety Personnel Fund**

- 1) Delete two project Community Justice Counselors (from 2 to 0) and decrease the associated appropriation for salary and benefits by \$47,694.
- 2) Delete one project Community Justice Specialist (from 1 to 0) and decrease the associated appropriation for salary and benefits by \$18,838.
- 3) Increase the appropriation for an operating transfer-out by \$66,532.
- (A) There is no change to the overall appropriation level in the Public Safety Personnel Fund.

and

General Fund

- 1) Increase revenue for an operating transfer-in in the Community Justice Services department by \$66,532.
 - 2) Add two classified Community Justice Counselor FTE positions (from 10 to 12) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$47,694.
 - 3) Add one classified Community Justice Specialist FTE positions (from 2 to 3) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$18,838.
- A) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to create two Community Justice Counselor positions and one Community Justice Specialist position to formalize the Pretrial Services Unit.) (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Howard Delaney

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0073 Requiring the City's Planning Department to publish and present an annual report for three years of accessory dwelling unit (ADU) usage. (Council Sponsors: Council Members Zappone, Stratton, and Wilkerson)
Council Member Zappone
- RES 2022-0074 Appointing Richard Hughes as Solid Waste Collection Manager. (Council Sponsors: Council Members Stratton and Bingle)
Michael Piccolo
- RES 2022-0075 Setting hearing before City Council for September 19, 2022, for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from Julia Street to Myrtle Street, as requested by Camtek, Inc. (Council Sponsors: Council Members Bingle and Cathcart)
Eldon Brown
- ORD C36243 (To be considered under Hearings Item H1.b.)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|---|---|---------------|
| H1. | a. Hearing expressing the intention of the City Council to designate multi-family tax exemption (MFTE) residential targeted areas and amend SMC 8.15.030. | Receive
Public
Comment
and then
Close Hrg | RES 2022-0068 |
| | b. Final Reading Ordinance C36243 relating to multiple family housing property tax exemption; 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.
(Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)
Teri Stripes | Pass Upon
Roll Call
Vote | ORD C36243 |

Motion to Approve Current Agenda for August 15, 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 August 15, 2022, Regular Legislative Session of the City Council is adjourned to August 22, 2022.

NOTES

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

08/01/2022

Date Rec'd

7/18/2022

Clerk's File #

CPR 2018-0032

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**SHAUNA X6426
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0320 - CTAB APPOINTMENTS

Agenda Wording

Appointment of the following to the CTAB: Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 (Deferred to August 15, 2022, Agenda, during the August 1, 2022, 3:30 p.m. Briefing Session)

Summary (Background)

Appointment of the following to the Citizen's Transportation Advisory Board:
+ Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 (Deferred to August 15, 2022, Agenda, during the August 1, 2022, 3:30 p.m. Briefing Session)

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

N/A

Division Director**Council Sponsor**Cathcart, Kinnear,
Wilkerson**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**



Agenda Sheet for City Council Meeting of:
08/15/2022

<u>Date Rec'd</u>	7/28/2022
<u>Clerk's File #</u>	CPR 2012-0033
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	TESSA DELBRIDGE 625-6716
<u>Contact E-Mail</u>	TDELBRIDGE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT TO CHHS BOARD

Agenda Wording

Appoint Breianna Gorder, Chelsea Low, and Eric Robison to a three year term on the Community, Housing, and Human Services Board to serve from 8/15/2022 to 8/14/2025

Summary (Background)

Appoint Breianna Gorder, Chelsea Low, and Eric Robison to a three year term on the Community, Housing, and Human Services Board to serve from 8/15/2022 to 8/14/2025

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KIRK, JESSICA	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		tdelbridge@spokanecity.org
<u>For the Mayor</u>	KIRK, JESSICA	jcerecedes@spokanecity.org
<u>Additional Approvals</u>		spokanechhs@spokanecity.org
<u>Purchasing</u>		



Agenda Sheet for City Council Meeting of: 08/15/2022

Date Rec'd	8/3/2022
Clerk's File #	OPR 2022-0577
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021096
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR23861+BT
Agenda Item Name	0370 – LOW BID AWARD – ILLINOIS GRIND & OVERLAY (2021096) – INLAND ASPHALT		

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Illinois Avenue Grind and Overlay - \$2,327,467.00. An administrative reserve of \$232,746.70, which is 10% of the contract price, will be set aside. (Logan/Bemiss Neighborhood Council)

Summary (Background)

On August 1, 2022 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$2,327,467.00, which is \$162,022.00 or 5.8% below the Engineer's Estimate of \$2,489,489.00; no other bids were received.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$2,552,492.78

Expense \$ \$7,720.92

Select \$

Select \$

Budget Account

3200-49828-42300-54201-86042

1380-24101-95300-56501-86114

#

#

Approvals

Dept Head BULLER, DAN

Division Director FEIST, MARLENE

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Finance 7/18

Council Sponsor Kinnear

Distribution List

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jared.boucher@inlandnw.com

Committee Agenda Sheet

Finance & Administration

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2021096 Illinois Ave. – Perry St. to Market St.
Summary (Background)	<ul style="list-style-type: none"> This grind & overlay project is from Perry St. to Market St. and will reconfigure the lanes to relocate both bike lanes to the south side of the street (the bluff side) into a share use path separated from traffic by a 3' wide concrete island. To make room for this island, parking will be removed from the south side of the street (the bluff side). This reconfiguration is a step toward linking the Cincinnati St. greenway with the planned Cook St. greenway per the goals of the bicycle master plan. This project also includes ADA curb ramp updates and miscellaneous stormwater system updates. Traffic will be detoured during a portion of construction. This project is planned this fall and is locally funded.
Proposed Council Action & Date:	Construction contract will be forwarded to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: UDPDA funds from Sprague Ave Phase 2 underage and proceeds from Boxcar property sale Expense Occurrence X 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? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **ILLINOIS GRIND & OVERLAY**

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 **ILLINOIS GRIND & OVERLAY**.
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 2022-0577" 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 X 07.06 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 **TWO MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$2,327,467.00)** 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 **ILLINOIS GRIND & OVERLAY**. 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

By: _____
Its Attorney in Fact

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

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 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 **TWO MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$2,327,467.00)** 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 **ILLINOIS GRIND & OVERLAY**. 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	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,900.00	\$ 2,900.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 30,000.00	\$ 30,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 520.00	\$ 520.00
5	POTHOLING	4.00 EA	\$ 750.00	\$ 3,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 16,000.00	\$ 16,000.00
7	MOBILIZATION	1.00 LS	\$ 231,480.68	\$ 231,480.68
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 125,555.00	\$ 125,555.00
9	SPECIAL SIGNS	120.00 SF	\$ 22.85	\$ 2,742.00
10	SEQUENTIAL ARROW SIGNS	600.00 HR	\$ 5.71	\$ 3,426.00
11	TYPE III BARRICADE	55.00 EA	\$ 114.30	\$ 6,286.50
12	CLEARING AND GRUBBING	1.00 LS	\$ 13,725.00	\$ 13,725.00

13	TREE PROTECTION ZONE	11.00 EA	\$	315.00	\$	3,465.00
14	TREE PRUNING	31.00 EA	\$	315.00	\$	9,765.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	21,500.00	\$	21,500.00
16	REMOVE EXISTING CURB	950.00 LF	\$	6.86	\$	6,517.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	370.00 SY	\$	16.00	\$	5,920.00
18	REMOVE CURB/GRATE INLET	2.00 EA	\$	1,800.00	\$	3,600.00
19	SAWCUTTING CURB	44.00 EA	\$	40.00	\$	1,760.00
20	SAWCUTTING RIGID PAVEMENT	1,600.00 LFI	\$	1.10	\$	1,760.00
21	SAWCUTTING FLEXIBLE PAVEMENT	22,600.00 LFI	\$	0.40	\$	9,040.00
22	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2.00 EA	\$	1,700.00	\$	3,400.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	71.50	\$	1,430.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	77.35	\$	1,547.00
25	CONCRETE PAVEMENT EXCAVATION INCL. HAUL	75.00 CY	\$	150.00	\$	11,250.00
26	CONTROLLED DENSITY FILL	10.00 CY	\$	430.00	\$	4,300.00
27	CRUSHED SURFACING TOP COURSE	90.00 CY	\$	119.50	\$	10,755.00

28	CSTC FOR SIDEWALK AND DRIVEWAYS	26.00 CY	\$	263.00	\$	6,838.00
29	CRACK SEALING, LESS THAN 1 INCH	30,000.00 LF	\$	1.43	\$	42,900.00
30	CRACK SEALING, 1 INCH TO 3 INCH	7,000.00 LF	\$	2.29	\$	16,030.00
31	CRACK SEALING, 3 INCH TO 6 INCH	1,500.00 LF	\$	9.14	\$	13,710.00
32	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	27,206.00 SY	\$	14.82	\$	403,192.92
33	HMA CL. 3/8 IN. LIGHT TRAFFIC, 1 INCH THICK	7,148.00 SY	\$	10.20	\$	72,909.60
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	1,900.00 TON	\$	128.23	\$	243,637.00
35	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10.00 TON	\$	445.00	\$	4,450.00
36	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	5.00 SY	\$	210.00	\$	1,050.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	1,184.00 SY	\$	48.95	\$	57,956.80
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,184.00 SY	\$	56.50	\$	66,896.00
39	PLANING BITUMINOUS PAVEMENT	27,200.00 SY	\$	3.77	\$	102,544.00
40	PLANING BITUMINOUS PAVEMENT - VARIABLE DEPTH	3,191.00 SY	\$	6.50	\$	20,741.50
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
42	COMPACTION PRICE ADJUSTMENT	20,500.00 EST	\$	1.00	\$	20,500.00

43	COMMERCIAL CONCRETE	10.00 CY	\$	1,140.00	\$	11,400.00
44	CATCH BASIN TYPE 1	3.00 EA	\$	5,835.00	\$	17,505.00
45	GRATE INLET TYPE 3	1.00 EA	\$	8,700.00	\$	8,700.00
46	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	4.00 EA	\$	1,710.00	\$	6,840.00
47	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	7.00 EA	\$	1,710.00	\$	11,970.00
48	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	16.00 EA	\$	1,710.00	\$	27,360.00
49	MH OR DW FRAME AND COVER (STANDARD)	18.00 EA	\$	1,710.00	\$	30,780.00
50	MH OR DW FRAME AND COVER (LOCKABLE)	30.00 EA	\$	1,710.00	\$	51,300.00
51	VALVE BOX AND COVER	11.00 EA	\$	915.00	\$	10,065.00
52	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	3.00 EA	\$	3,195.00	\$	9,585.00
53	CLEANING EXISTING DRAINAGE STRUCTURE	9.00 EA	\$	895.00	\$	8,055.00
54	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	57.00	\$	570.00
55	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	57.00	\$	570.00
56	IMPORTED BACKFILL	10.00 CY	\$	35.00	\$	350.00
57	TRENCH SAFETY SYSTEM	1.00 LS	\$	3,570.00	\$	3,570.00

58	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	125.00 LF	\$	181.00	\$	22,625.00
59	TRENCH EXC. FOR WATER SERVICE TAP	45.00 LF	\$	34.50	\$	1,552.50
60	ESC LEAD	1.00 LS	\$	1,600.00	\$	1,600.00
61	INLET PROTECTION	33.00 EA	\$	148.00	\$	4,884.00
62	TOPSOIL TYPE A, 2 INCH THICK	255.00 SY	\$	7.00	\$	1,785.00
63	HYDROSEEDING	105.00 SY	\$	10.00	\$	1,050.00
64	SOD INSTALLATION	150.00 SY	\$	18.50	\$	2,775.00
65	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	8,600.00	\$	8,600.00
66	CEMENT CONCRETE CURB	1,010.00 LF	\$	51.40	\$	51,914.00
67	RAISED PAVEMENT MARKER TYPE 2	127.00 EA	\$	7.10	\$	901.70
68	CHANNELIZING DEVICES - TYPE 1	3.00 EA	\$	112.00	\$	336.00
69	CHANNELIZING DEVICES - TYPE 2	5.00 EA	\$	222.80	\$	1,114.00
70	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	5,710.00	\$	5,710.00
71	REFERENCE AND REESTABLISH SURVEY MONUMENT	13.00 EA	\$	742.00	\$	9,646.00
72	MONUMENT FRAME AND COVER	12.00 EA	\$	1,470.00	\$	17,640.00

73	CEMENT CONCRETE SIDEWALK	655.00 SY	\$	131.00	\$	85,805.00
74	RAMP DETECTABLE WARNING	390.00 SF	\$	34.30	\$	13,377.00
75	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	25,000.00	\$	25,000.00
76	REMOVAL OF EXISTING PAVEMENT MARKINGS	236.00 SF	\$	3.10	\$	731.60
77	PAVEMENT MARKING - DURABLE HEAT APPLIED	759.00 SF	\$	9.50	\$	7,210.50
78	PAVEMENT MARKING – DURABLE INLAY TAPE	2,740.00 SF	\$	10.55	\$	28,907.00
79	PAVEMENT MARKING - PAINT	1,504.00 SF	\$	2.20	\$	3,308.80
80	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2.00 EA	\$	200.00	\$	400.00
81	REINFORCED DOWELED CURB	11,325.00 LF	\$	13.16	\$	149,037.00
82	TRAFFIC ISLAND CONCRETE	1,486.00 SY	\$	49.15	\$	73,036.90
83	BOLLARDS - REMOVABLE	2.00 EA	\$	2,450.00	\$	4,900.00
Schedule A-1 Subtotal					\$	<u>2,327,467.00</u>

SCHEDULE A-2
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ <u>2,327,467.00</u>

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

Project Number **2021096**

Project Description Illinois Ave Grind & Overlay - Perry to Market **Original Date** 8/1/2022 1:45:00 PM

Project Number: 2021096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	10,539.00	10,539.00	2,900.00	\$2,900.00
2	APPRENTICE UTILIZATION	1 LS	1,000.00	1,000.00	30,000.00	\$30,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,200.00	1,200.00	520.00	\$520.00
5	POTHOLING	4 EA	900.00	3,600.00	750.00	\$3,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	16,000.00	\$16,000.00
7	MOBILIZATION	1 LS	204,000.00	204,000.00	231,480.68	\$231,480.68
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	125,555.00	\$125,555.00
9	SPECIAL SIGNS	120 SF	30.00	3,600.00	22.85	\$2,742.00
10	SEQUENTIAL ARROW SIGNS	600 HR	12.00	7,200.00	5.71	\$3,426.00
11	TYPE III BARRICADE	55 EA	100.00	5,500.00	114.30	\$6,286.50
12	CLEARING AND GRUBBING	1 LS	10,000.00	10,000.00	13,725.00	\$13,725.00
13	TREE PROTECTION ZONE	11 EA	350.00	3,850.00	315.00	\$3,465.00
14	TREE PRUNING	31 EA	400.00	12,400.00	315.00	\$9,765.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	21,500.00	\$21,500.00
16	REMOVE EXISTING CURB	950 LF	10.00	9,500.00	6.86	\$6,517.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	370 SY	15.00	5,550.00	16.00	\$5,920.00
18	REMOVE CURB/GRATE INLET	2 EA	500.00	1,000.00	1,800.00	\$3,600.00
19	SAWCUTTING CURB	44 EA	40.00	1,760.00	40.00	\$1,760.00
20	SAWCUTTING RIGID PAVEMENT	1600 LFI	1.50	2,400.00	1.10	\$1,760.00

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

Project Number: 2021096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
21	SAWCUTTING FLEXIBLE PAVEMENT	22600 LFI	1.00	22,600.00	0.40	\$9,040.00
22	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	700.00	1,400.00	1,700.00	\$3,400.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	20.00	400.00	71.50	\$1,430.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	77.35	\$1,547.00
25	CONCRETE PAVEMENT EXCAVATION INCL. HAUL	75 CY	150.00	11,250.00	150.00	\$11,250.00
26	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	430.00	\$4,300.00
27	CRUSHED SURFACING TOP COURSE	90 CY	50.00	4,500.00	119.50	\$10,755.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	26 CY	170.00	4,420.00	263.00	\$6,838.00
29	CRACK SEALING, LESS THAN 1 INCH	30000 LF	1.20	36,000.00	1.43	\$42,900.00
30	CRACK SEALING, 1 INCH TO 3 INCH	7000 LF	6.00	42,000.00	2.29	\$16,030.00
31	CRACK SEALING, 3 INCH TO 6 INCH	1500 LF	12.00	18,000.00	9.14	\$13,710.00
32	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	27206 SY	15.00	408,090.00	14.82	\$403,192.92
33	HMA CL. 3/8 IN. LIGHT TRAFFIC, 1 INCH THICK	7148 SY	7.00	50,036.00	10.20	\$72,909.60
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	1900 TON	170.00	323,000.00	128.23	\$243,637.00
35	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10 TON	300.00	3,000.00	445.00	\$4,450.00
36	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	5 SY	20.00	100.00	210.00	\$1,050.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	1184 SY	60.00	71,040.00	48.95	\$57,956.80
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1184 SY	40.00	47,360.00	56.50	\$66,896.00
39	PLANING BITUMINOUS PAVEMENT	27200 SY	6.00	163,200.00	3.77	\$102,544.00

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

Project Number: 2021096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
40	PLANING BITUMINOUS PAVEMENT - VARIABLE DEPTH	3191 SY	6.00	19,146.00	6.50	\$20,741.50
41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
42	COMPACTION PRICE ADJUSTMENT	20500 EST	1.00	20,500.00	1.00	\$20,500.00
43	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	1,140.00	\$11,400.00
44	CATCH BASIN TYPE 1	3 EA	4,000.00	12,000.00	5,835.00	\$17,505.00
45	GRATE INLET TYPE 3	1 EA	1,200.00	1,200.00	8,700.00	\$8,700.00
46	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	4 EA	1,500.00	6,000.00	1,710.00	\$6,840.00
47	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	7 EA	1,200.00	8,400.00	1,710.00	\$11,970.00
48	RETROFIT SURFACE INLET CB WITH FRAME & BI- DIRECTIONAL VANED GRATE	16 EA	1,200.00	19,200.00	1,710.00	\$27,360.00
49	MH OR DW FRAME AND COVER (STANDARD)	18 EA	1,100.00	19,800.00	1,710.00	\$30,780.00
50	MH OR DW FRAME AND COVER (LOCKABLE)	30 EA	1,100.00	33,000.00	1,710.00	\$51,300.00
51	VALVE BOX AND COVER	11 EA	700.00	7,700.00	915.00	\$10,065.00
52	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	3 EA	700.00	2,100.00	3,195.00	\$9,585.00
53	CLEANING EXISTING DRAINAGE STRUCTURE	9 EA	900.00	8,100.00	895.00	\$8,055.00
54	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	40.00	400.00	57.00	\$570.00
55	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	35.00	350.00	57.00	\$570.00
56	IMPORTED BACKFILL	10 CY	40.00	400.00	35.00	\$350.00
57	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	3,570.00	\$3,570.00
58	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	125 LF	130.00	16,250.00	181.00	\$22,625.00
59	TRENCH EXC. FOR WATER SERVICE TAP	45 LF	20.00	900.00	34.50	\$1,552.50

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

Project Number: 2021096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
60	ESC LEAD	1 LS	5,000.00	5,000.00	1,600.00	\$1,600.00
61	INLET PROTECTION	33 EA	120.00	3,960.00	148.00	\$4,884.00
62	TOPSOIL TYPE A, 2 INCH THICK	255 SY	15.00	3,825.00	7.00	\$1,785.00
63	HYDROSEEDING	105 SY	2.00	210.00	10.00	\$1,050.00
64	SOD INSTALLATION	150 SY	20.00	3,000.00	18.50	\$2,775.00
65	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	6,000.00	6,000.00	8,600.00	\$8,600.00
66	CEMENT CONCRETE CURB	1010 LF	35.00	35,350.00	51.40	\$51,914.00
67	RAISED PAVEMENT MARKER TYPE 2	127 EA	15.00	1,905.00	7.10	\$901.70
68	CHANNELIZING DEVICES - TYPE 1	3 EA	100.00	300.00	112.00	\$336.00
69	CHANNELIZING DEVICES - TYPE 2	5 EA	100.00	500.00	222.80	\$1,114.00
70	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	5,710.00	\$5,710.00
71	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	1,000.00	13,000.00	742.00	\$9,646.00
72	MONUMENT FRAME AND COVER	12 EA	700.00	8,400.00	1,470.00	\$17,640.00
73	CEMENT CONCRETE SIDEWALK	655 SY	70.00	45,850.00	131.00	\$85,805.00
74	RAMP DETECTABLE WARNING	390 SF	28.00	10,920.00	34.30	\$13,377.00
75	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	17,000.00	17,000.00	25,000.00	\$25,000.00
76	REMOVAL OF EXISTING PAVEMENT MARKINGS	236 SF	5.00	1,180.00	3.10	\$731.60
77	PAVEMENT MARKING - DURABLE HEAT APPLIED	759 SF	15.00	11,385.00	9.50	\$7,210.50
78	PAVEMENT MARKING – DURABLE INLAY TAPE	2740 SF	15.00	41,100.00	10.55	\$28,907.00
79	PAVEMENT MARKING - PAINT	1504 SF	1.00	1,504.00	2.20	\$3,308.80

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

<i>Project Number:</i> 2021096			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
80	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2 EA	400.00	800.00	200.00	\$400.00
81	REINFORCED DOWELED CURB	11325 LF	34.00	385,050.00	13.16	\$149,037.00
82	TRAFFIC ISLAND CONCRETE	1486 SY	67.00	99,562.00	49.15	\$73,036.90
83	BOLLARDS - REMOVABLE	2 EA	1,500.00	3,000.00	2,450.00	\$4,900.00
Bid Total				\$2,471,742.00	\$2,327,467.00	

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	2,471,742.00	0.00	0.00	0.00	0.00	0.00	2,471,742.00
INLAND ASPHALT COMPANY (Submitted)	2,327,467.00	0.00	0.00	0.00	0.00	0.00	2,327,467.00

Low Bid Contractor: INLAND ASPHALT COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,327,467.00	2,471,742.00	5.84 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	2,327,467.00	2,471,742.00	5.84 % Under Estimate



Agenda Sheet for City Council Meeting of: 08/15/2022

Date Rec'd	7/28/2022
Clerk's File #	OPR 2021-0832
Renews #	
Cross Ref #	
Project #	2019171
Bid #	
Requisition #	CR 23848

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 - ADMINISTRATIVE RESERVE INCREASE HAVANA WELL WITH LARIVIERE

Agenda Wording

Administrative Reserve increase for \$250,000 to the contract with LaRiviere, Inc. for the Havana Well Station.

Summary (Background)

The original electrical system design required major revisions to align with Avista's available supply and service standards. The materials and labor for this change were covered by the administrative reserve, however the current reserve is mostly depleted with several months of construction remaining. Therefore, an additional \$250,000, or 4% of the contract price, is requested to replenish the administrative reserve for any further issues that may arise.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ \$250,000.00	Budget Account	# 4250-42300-94340-56501-15783
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

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

Council Notifications

Study Session\Other	PIES 7/25
Council Sponsor	Kinnear

Distribution List

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jgraff@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org
hiede@lariviere.co

Additional Approvals

Purchasing

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Kyle Twohig 625-6152
Contact Email	ktwohig@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Administrative Reserve increase for Havana Well Station project
Summary (Background)	<ul style="list-style-type: none"> A new well station at Havana & 5th is under construction and is designed to increase water supply reliability and redundancy and to increase operational flexibility. The original electrical system design required major revisions to align with Avista's available supply and service standards The materials and labor for this change were covered by the administrative reserve, however the current reserve is mostly depleted with several months of construction remaining Requesting to replenish the administrative reserve with \$250,000 or ~4% of the contract amount to account for any further issues that may arise.
Proposed Council Action & Date:	Request to increase the administrative reserve for the project will be brought before City Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X 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? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance capital projects.



Agenda Sheet for City Council Meeting of:
08/15/2022

<u>Date Rec'd</u>	7/28/2022
<u>Clerk's File #</u>	OPR 2022-0578
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 5650-22
<u>Requisition #</u>	CR 23849

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	RICK GIDDINGS 5096257706
<u>Contact E-Mail</u>	RGIDDINGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5100-CONTRACT WITH MATRIX CONSULTING FOR POLICE VEHICLE USAGE STUDY

Agenda Wording

Fleet Services is seeking contract approval with Matrix Consulting in the amount of \$61,100 not including any applicable sales tax for completion of the Police Cost and Usage Analysis.

Summary (Background)

On May 2, City Council passed Ordinance C36201 which appropriated ARPA funding to procure a police vehicle cost/usage study. RFP 5650-22 was drafted and submitted, resulting in two responses. A selection committee comprised of representatives from Fleet, Police, Purchasing, and City Council evaluated and scored the proposals, unanimously selecting Matrix Consulting to be awarded the contract.

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 61,100	# 1425-88155-48348-54201-97315
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>Study Session\Other</u> PIES 07/25/2022
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	rgiddings@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Fleet Services Accounting
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>GRANTS, CONTRACTS & PURCHASING</u>	MURRAY, MICHELLE	

Committee Agenda Sheet

[Public Infrastructure, Environment and Sustainability Committee]

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings – 625-7706
Contact Email	rgiddings@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	Matrix Consulting Contract Award for RFP 5650-22
Summary (Background)	<p>On May 2, City Council passed Ordinance C36201 which appropriated ARPA funding, “to be used solely for a study to reduce police vehicle maintenance and purchase costs by proposing reforms to take home vehicle, when cages are included and fleet rotational policies and recommend electric vehicle model choices based on experiences of other police departments and independent analysis.”</p> <p>RFP 5650-22 was immediately drafted and submitted, resulting in two responses.</p> <p>A selection committee comprised of representatives from Fleet, Police, Purchasing, and City Council evaluated and scored the proposals, unanimously selecting Matrix Consulting.</p> <p>Fleet Services is seeking contract approval with Matrix Consulting in the amount of \$61,100 not including sales tax for completion of the Police Cost and Usage Analysis.</p>
Proposed Council Action & Date:	Contract Approval on August 8, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? – None Identified	
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? – Aligns with Sustainability Action Plan, Capital Improvement Program, and fulfills City Council Ordinance requirement.	



City of Spokane
CONSULTANT AGREEMENT
**Title: CITY OF SPOKANE POLICE
VEHICLES COST & USAGE ANALYSIS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MATRIX CONSULTING GROUP**, whose address is 1650 South Amphlett Blvd., Suite 213, San Mateo, California 94402 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide a Cost and Usage Analysis for City of Spokane Police Vehicles, and

WHEREAS, the Consultant was selected from Request for Proposals No. 5650-22.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2022, and ends on March 1, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Proposal, and in Consultant's Response dated June 27, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$61,100.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the –forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MATRIX CONSULTING GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Response to RFP dated June 27, 2022

EXHIBIT A

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 5650-22
Bid Title City of Spokane Police Vehicle Cost & Usage Analysis
Due Date Monday, June 27, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Matrix Consulting Group, Ltd.
Submitted By Richard Brady - Monday, June 27, 2022 11:54:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
 proposals@matrixcg.net 650-858-0507

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this proposal and placement of contract if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Richard Brady, President 650-858-0507 proposals@matrixcg.net or rbrady@matrixcg.net
	2	Please explicitly specify the name and email address of the individual empowered to sign a contract with the City, if awarded.	Richard Brady, President rbrady@matrixcg.net
Order Placement/Approval			
	1	Award of this business is subject to approval of City Council. Award is anticipated in July 2022 for start promptly following approval.	Understood and Agreed
Contract Terms			
	1	This business shall be awarded on a one (1) year contract with an optional one (1) year renewal at mutual consent.	Understood and Agreed
Proposal			
	1	Supplier should read the '5650-22 City of Spokane Police Vehicles Cost & Usage Analysis' document so named in the 'Documents' tab before providing a proposal for these services. Questions about the direction in that document must be asked in the 'Clarifications' tab on this project.	Understood and Agreed
	2	Proposals for only part of the services requested will not be considered for award.	Understood and Agreed
	3	Proposals for this business must be uploaded here (please note all pages - except for 'proprietary information' - must be uploaded as a single document).	Spokane Fleet Proposal.pdf
	4	Proposal 'proprietary information' may be uploaded here (please note all pages must be uploaded as a single document).	
Debriefing of Unsuccessful Proposers			

1	Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. Discussion will be limited to a critique of the requesting Firm's proposal. Debriefing conferences may be conducted by virtual meeting or on the telephone.	Understood and Agreed
Payment Terms		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City contract will be issued. If the City objects to all or any portion of an invoice, it shall notify the firm and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Agreed
2	All invoices shall reference the City's contract number provided upon award of the business.	Understood and Agreed
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	602727253
Terms & Conditions		
1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Understood and Agreed

Proposal to Provide a Police Vehicle Cost and Usage Analysis

SPOKANE, WASHINGTON

June 27, 2022



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June 27, 2022

Thea Prince
Purchasing Department
City of Spokane
915 N. Nelson Street
Spokane, WA 99202

Dear Ms. Prince,

The Matrix Consulting Group are pleased to provide this proposal for a Police Vehicle Cost and Usage Analysis to the City of Spokane. We are uniquely qualified to conduct this project because we have a team of experienced fleet management consultants who have done extensive work with fleets across the United States, and we can augment this fleet expertise with knowledge of police operations. In fact, we are currently engaged with the City to develop a Public Safety Overtime Study. Moreover, the firm worked with the Spokane Police Department (SPD) over a decade ago on a Citywide Operations Study.

Matrix Consulting Group is a corporation headquartered in San Mateo, California. The firm is celebrating our 20th year of providing consulting services to clients throughout North America. The firm offers a full range of services to government organizations including management studies, performance audits, cost of service and user fee studies, and targeted reviews of focused issues. We have completed more than 1,400 reviews of which more than 300 were fleet related and over 400 were police related.

Our dedicated fleet consulting team is skilled, certified, and recognized as premier fleet experts in the industry. Our proposed team has conducted fleet best practice reviews, utilization studies, replacement planning, maintenance staffing, electric vehicle conversion projects and benchmarking comparisons for dozens of clients. Katherine Vigneau, CAFM, who heads our fleet management practice, will manage this project. With more than 30 years of experience in the industry, she is a recognized consultant, columnist, speaker, and trainer on a myriad of fleet topics.

Several key general elements of the analytical consulting services we provide are our thorough research, detailed analysis and frequent interaction with our clients. This results in clear reports that support our recommendations along with an executable

implementation plan. We also involve a principal of the firm in every facet of the study to ensure quality and responsiveness.

For this specific project, our work plan involves four key steps to fully evaluate the seven functional areas identified in the RFP (governance, utilization, take-home vehicles, lifecycles, maintenance, operational shifts and electric vehicle conversion):

- Create a fleet profile. We will analyze data submitted by the city and conduct initial interviews to create a consolidated inventory and understanding of the organization, policy framework, technology in use and issues for future review.
- Compare SPD to industry best practices. Through additional interviews and data analysis we will compare SPD with our databank of industry benchmarks.
- Conduct a benchmarking study. After identifying similar partners, we will compare SPD to these partners in the seven key functional areas.
- Prepare a final report. We will ensure all our findings are documented and that recommendations include the associated costs and benefits.

We pride ourselves as being objective evaluators who will put the interests of our client first and we have no affiliation with any other suppliers. We understand that this is a significant investment for the City and we appreciate this opportunity to work with you.

As President of the firm, I have the authority to bind the firm by signing below. I can attest that there are no current or former employees from Spokane employed by or on the firm's governing board. Furthermore, I acknowledge that the firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed to.

As project executive, I will have contract oversight and project quality control roles from our headquarters office in Northern California. I have a similar role on our current study of Spokane's Public Safety Overtime and I was project manager for the citywide Operations Study conducted by our firm over 10 years ago. The project's day-to-day operations and direction will be managed by Katherine Vigneau from our office in Nova Scotia. Please do not hesitate to contact me at rbrady@matrixcg.net, or by phone at (650) 858-0507.



Richard Brady
President

Matrix Consulting Group

2. Technical Proposal

This section of our proposal outlines our general principles and presents the proposed task plan for assisting the city with their needs.

A. Project Understanding, Methodology and Team

(1) Project Understanding

The Spokane Police Department (SPD) supports its' citizens with a staff of 449 employees, including 356 sworn officers. In the last four years, SPD has responded to an average of over 240,000 annual calls. The SPD fleet is comprised of 412 units which are used for patrol, traffic, administration, investigation, and training, and includes many specialty support vehicles.

SPD is interested in lowering the maintenance and purchase costs of their fleet while continuing to maintain the overall operational effectiveness of SPD. To achieve this goal, City has commissioned this study to analyze their operations and compare them to other police departments and industry best practices in several key areas including:

- Take-home vehicles
- Multi-shift schedules
- Vehicle purchasing
- Commissioning
- Retention
- Fleet rotational policies
- Electric vehicle models

We will address each of the functional areas in the best practice comparison and benchmarking review.

(2) General Approach

We believe that several aspects of our study approach should be mentioned and stressed.

Project Management

One critical success factor in conducting any project in an efficient, timely, and effective manner is project management. Aspects of project management include:

- **General.** Our approach ensures that efficiencies are achieved in the gathering and analysis of information, disruption to the day-to-day operations of SPD are minimized, and later tasks build upon the results of earlier ones so that backtracking and redundant work effort (and unnecessary costs) are avoided. We will have a dedicated, experienced project manager, provide bi-weekly updates and meet weekly at a designated time.
- **Timelines.** We will meet all deadlines. No excuses or exceptions will be offered from our perspective. Items outside of our control (availability of data and key personnel) will be discussed as soon as they endanger the approved timeline.
- **Change Management.** A change management process will be used to address any amendments to deliverables or timeline. Changes will only be made following formal documentation and approval of the client.
- **Communications.** We will have open communication with SPD and will provide cell phone numbers for immediate access to our project team. We will use a mix of email and virtual and live meetings to ensure all parties are in synch.

Information Gathering

We collect information through a combination of four methods. First, we will give you an MS Excel checklist of the information we need to do this review. It will contain items such as a fleet inventory list, strategic plans and budgets. Next, we collect further information during interviews with stakeholders. We would conduct a site visit to the shop and other facilities where fleet operations take place. Finally, we will be conducting a formal benchmarking survey of outside agencies.

Employee Involvement

Employee involvement is a critical component of the review. We work closely with the city's assigned Project Lead so there are no surprises when we deliver our findings and recommendations. Since we have direct experience working in local government, we understand the challenges of trying to support a project like this while completing full time responsibilities. We therefore endeavor to maximize the use of available time by distributing agendas ahead of interviews or meetings and a summary of notes following these meetings. In our experience, this methodology results in high implementation rates for our recommendations – the ultimate measure of a successful study.

(3) Project Management

The principal engaged with this project is Richard Brady the President of the firm. He will be responsible for all aspects of contract negotiation and approval as well as quality control of all deliverables. Contact details are as follows:

Richard Brady
President
Matrix Consulting Group
(650) 858-0507
rbrady@matrixcg.net

The project manager is Kate Vigneau, CAFM. She will be responsible for managing the project team, all day-to-day project matters and coordinating the completion of deliverables. Her team will consist of three direct reports as detailed in section three of this proposal. Contact details are as follows:

Katherine Vigneau, CAFM
Director, Fleet
Matrix Consulting Group
(705) 305-7052
kvigneau@matrixcg.net

(4) Creative Approach

This study is an opportunity to use our extensive network of industry contacts to build on our databank of research into fleet operations and electrification and use our proven benchmarking methodology.

Industry Contacts

Our core project team members have over one hundred years of collective experience in the fleet industry. They have served on the Board of Directors of North American's leading professional fleet association – NAFA and our Project Manager led their certification program and education development for over a decade. They have hundreds of contacts in government fleet operations, including police fleet managers.

Previous Research

We have an established fleet business with twenty years of experience doing fleet operations and maintenance efficiency studies. In addition, we have rapidly gained

expertise in the emerging electric vehicle (EV) conversion sector. This allows us access to a vast amount of data and knowledge that can inform this study. In particular, our research work in electrification for Santa Clara (CA), Denton (TX), Issaquah (WA), Hydro Ottawa (ON) and Wood Buffalo (AB) is very relevant to this study.

Benchmarking Survey

In the past three years, we have refined our formal benchmarking processes. We have formal training in benchmarking and survey design and have led studies with this as a central focus.

B. Proposed Tasks, Team Assignments and Schedule

This section of our proposal details our recommended Work Plan and describes the allocation of team members to tasks. It also provides a draft schedule showing the dates of all deliverables as well as anticipated time requirements for SPD staff. We have outlined our process for scope changes and included the names of sub-contractors.

(1) Work Plan

We will accomplish all tasks outlined in the RFP. Our recommended order of completion is as follows:

- Create a consolidated fleet profile
- Compare SPD fleet practices to industry best practices
- Conduct a benchmarking review
- Compile a final report

The benchmarking and best practice portions of the analysis will concentrate on understanding and decreasing maintenance and operating costs, rationalizing the policies and usage surrounding take home vehicles, evaluating 24/7 operations and researching options for EV conversion.

Task 1 | Establish Fleet Profile

The project team will first assess and understand the current fleet composition, inventory and management. We will build a detailed inventory including fleet size, composition, age, condition, life expectancy and replacement schedules and analyze all applicable fleet data by department, year, make, model, weight class, mileage, maintenance and fuel type and costs. We will also analyze the decentralized fleet governance approach, capital and

operating budgets, policies, and use of technology. This task allows us to learn about the unique characteristics, programs, and services supported by the fleet and includes:

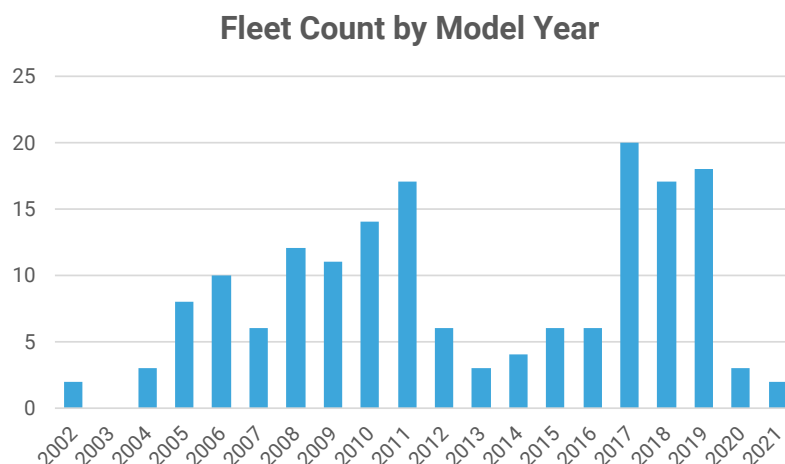
- **Request for Information (RFI).** We will provide the city with a comprehensive RFI that details the data we will require to conduct the project. We will provide a structured data collection template to ensure all required information is collected and to identify any items that are not readily available. We will concentrate on the last three complete fiscal years of cost and utilization data. Many of the organizations we work with do not have all requested data readily available. We will work with you to decide when to use industry averages where the information is not available. An example of a RFI for a recent project appears below.

Request for Information (RFI)	
Section #	General Information Description
Governance	
G-1	Organization's Strategic Plan
G-2	Asset Management Policies and Plans
G-3	Fleet policies and plans (maintenance, fuel, safety, etc.)
Organization	
O-1	Organizational Chart for the entire organization
O-2	List of departmental fleet reps with names, positions, location and contact information
Fleet Lifecycle and Replacement	
R-1	Fleet Asset Inventory Listing (see other tabs for format and instructions)
R-2	Fleet Lifecycle policies (acquisition, remarketing, in-service utilization of assets)
R-3	Fleet Lifecycle parameters by unit class (miles/hours, trips or other metrics used)
Utilization	
U-1	Established criteria to justify permanent unit assignment
U-2	Policy on alternatives to ownership allowed/considered
U-3	Format for regular utilization reviews
Budget	
B-1	Fleet capital budget and expenditures by department (current and last 2 FY)
B-2	Fleet operating budget (fuel and maintenance) and expenditures by department
Information Management	
I-1	Contract and description of the FIMS in use (models used if applicable)
I-2	List of users/super-users on FIMS by module
I-3	Description of responsibility and accountability for fleet information
Maintenance	
M-1	List of facilities used for maintenance
M-2	PM schedules
M-3	Metrics on PM compliance and overdue
Sustainability	
S-1	Location, fuel type and capacity of all conventional fuel sites used
S-2	Current EV charging infrastructure
S-3	Costs of fuel by fuel source

- **Kick-off.** We will conduct a project kick-off meeting to review study objectives, approach, the work plan, interim deliverables, and schedule.
- **Initial interviews.** Once the project initiation meeting has been completed, we will conduct initial interviews with fleet program stakeholders to enhance our understanding of conditions on the ground. Interviews can be onsite or virtual, depending on client preference and current COVID regulations.
- **Consolidated inventory.** Through data provided and initial interviews, we will establish the fleet inventory that will be the basis for future study. The inventory will contain unit and VIN numbers, make, model, year, purchase date, current odometer, anticipated mileage and capital and operating costs. Where there are gaps in the data, we will discuss workarounds with the city that may involve using industry benchmarks or estimates based on agreed-upon assumptions. A sample consolidated inventory by vehicle type and average mileage can be seen below:

EQUIPMENT CLASS	COUNT	AVE MILEAGE
Sedan	5	27,283
SUV	32	40,528
Van	13	67,746
Pick-up	55	55,636
Truck MD	42	48,983
Truck Dump	13	45,351
Truck Service	8	18,126
Heavy Equipment	1	47,020
TOTAL	169	47,696

We will use diagrams and graphs to illustrate important information such as annual fleet units purchased in the example below:



- **Project management and reporting framework.** From project kick-off, a framework will be in place to ensure overall management of all aspects of the review. We will collaborate with the city to select a regular time for project update meetings and will provide a summary of progress and challenges.

A draft profile will be submitted to allow the city to edit or add to the information collected. The final version of the fleet profile will be the baseline upon which all future deliverables are built.

TASK RESULT

Current fleet profile report with a consolidated inventory, and sections on organization, responsibilities, budget, policies and technology.

Task 2 | Compare Fleet to Best Practices

In this task, the project team will analyze the efficiency and effectiveness in the delivery of fleet services in the organization. This assessment will focus on the degree to which SPD follows recognized industry best management practices and opportunities to improve fleet program management and/or lower costs. The following areas will be included in our review:

Governance. We will review how the fleet program is governed from a corporate perspective including policies related to management of the fleet and use of vehicles, the division of responsibilities between fleet program stakeholders, the degree of centralization, lines of communication, and customer service protocols.

Utilization. This involves looking at fleet usage by vehicle class which can include mileage, hours and/or shifts to ensure there are adequate vehicles in place and opportunities to rotate, share or pool vehicles are maximized. We will ensure vehicle assignments meet operational requirements and explore the advantages of standard versus custom specifications.

Take-Home Vehicles (THVs).

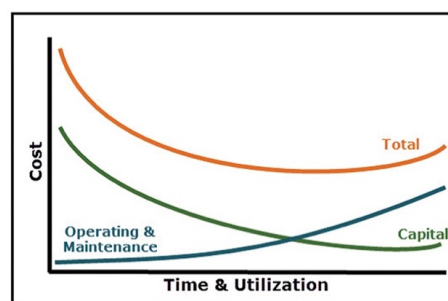
SPD has posed several questions on the number, criteria, policies and financial and other costs and benefits regarding THVs. In a police environment, vehicles are taken home for one or both of the following reasons – it is a vehicle assigned as part of a benefits package, or the vehicle is assigned due to an on-call or emergency response requirement.

As police recruitment and retention become more difficult, take-home vehicles can be a valuable tool to attract and keep talent. We have assisted several municipal organizations develop and refine THV policies. A thorough review of the following is essential in order to recommend a policy and program for SPD:

- Meet with SPD on the historic use and future goals of the THV program.
- Review existing take home car policies and adherence to the policy.
- Compile a list of current take home vehicles and the distances travelled annually.
- Calculate the operating costs (maintenance and fuel) as well as capital costs associated with the current program.
- Examine non-financial costs and benefits of a THV program such as recruitment, retention and morale.
- Recommend a program that meets the goals of SPD.

Lifecycles. Replacement criteria are a set of parameters that initiate planning for the replacement of an asset. Fleet replacement parameters should be set as time (months in service) and use (miles or engine hours) for each class of vehicles in each use case in a fleet. More mature systems employ additional factors which may include maintenance history, costs, downtime and even driver preference. Points can be assigned based on all named criteria to help identify which vehicles need to be replaced first. We have a sophisticated and proven model which we can compare to that in use by SPD and make recommendations to both identify problem vehicles and select vehicles for replacement.

Vehicle capital costs tend to decline over time (because annual depreciation is highest in the initial years of ownership), while operating and maintenance costs increase. The combination of these two basic curve functions results in a “U-Shaped” total cost curve. The economic theory of vehicle and equipment replacement predicts that vehicles and equipment should ideally be replaced



during the flat portion of the curve; that is, at the time annual operating costs begin to outweigh capital costs. Replacing an asset at this point produces the lowest lifecycle costs. The graph, which is from APWA’s publication “Managing Public Equipment”, illustrates this concept.

The total cost curve can vary significantly for different types of vehicles and different uses. Factors that impact total costs and lifecycle timing include purchase prices,

differences in operating environments, utilization levels, maintenance practices, rates of depreciation, etc. Consequently, replacement criteria must be developed for all types of vehicles in a fleet.

In this task, we will assess the lifecycles for all types of vehicles in all use cases in the fleet. The lifecycle of an asset changes based on usage so a vehicle used on a 24/7 basis will have a different lifecycle than one permanently assigned. To calculate optimum lifecycles we need to capture the historic capital and operating costs of vehicles and determine at which point in its use the Total Cost of Ownership (TCO) is the least. We use models recommended by NAFA Fleet Management Association as well as our fleet tool to calculate optimum lifecycles.

Maintenance and Repair Practices. In this area, we will provide a thorough assessment of SPD's maintenance and repair practices including but not limited to the following elements:

- Workflow, scheduling, work order process, parts requisitioning, quality assurance, and customer communication.
- Preventive maintenance including program design, intervals, overall success at meeting schedules, and recording keeping / reporting practices.
- Outsourcing practices including availability, transportation times, types of services outsourced, vendor selection, contracting practices, supervision, quality and timeliness of services, and overall comparison of the costs of performing maintenance services in-house versus using an external source.
- The adequacy of staff, bays and tools to promote efficient operations.
- Vehicle commissioning/upfitting practices.

The focus of this assessment will be the operational practices and associated costs in order to recommend efficiencies that can be gained by following best practices.

Operational Shifts. We will study current shift schedules and recommend improvements that could increase efficiency. We will evaluate the operational and lifecycle costs of deploying vehicles in multishift "hotseat" schedules including maintenance costs and warranty implications.

EV Conversion. We will evaluate opportunities to decrease the use of conventional fuels and identify opportunities to convert the fleet to AFVs where possible. Our work in this area with other fleets led to the creation of a ten-step process for fleet conversion:

Step 1. Create goals and targets within the framework of a Sustainable Fleet Plan.

- Step 2.** Determine suitability of vehicles for conversion.
- Step 3.** Identify when assets are due for replacement.
- Step 4.** Study market to determine availability of AFVs.
- Step 5.** Create a multi-year plan for AFV conversion.
- Step 6.** Determine the charging/infrastructure support required.
- Step 7.** Research and apply for grant funding.
- Step 8.** Revise maintenance plans and schedules.
- Step 9.** Train mechanics on new requirements.
- Step 10.** Train drivers on eco-driving and care and control of AFVs.

This process will help identify which police vehicle assignments or operational needs are suitable to be performed by cost effective EVs that are currently available and the Total Cost of Ownership (TCO) involved. It will also determine the impact of charging speed, battery range, parking and charging locations on EV deployment decisions.

The resulting Best Practices Checklist will cover how SPD meets each industry standard in a checklist format as shown below. Note that each topic will be the subject of a chapter in the final report where findings, recommendations and savings will be identified.

Sustainability Criteria		Rating	Comment
1	The organization has a Sustainable Plan with goals to meet the Net-Zero targets of the Federal government.	~	The organization has a 5-year strategic direction document which includes sustainability goals. Among these are a commitment to achieve net zero status by 2030. This goal is not currently supported with a plan to achieve it.
2	The organization measures GHG emissions.	✓	Greenhouse gas emissions are a key metric for gauging progress toward net zero operations, and the organization reports on its GHG emissions as part of its strategic plan.
3	The organization tracks and seeks to lower fuel usage.	~	Fuel usage is tracked. A manual process is required to produce reports and should be integrated within their FMIS. The organization has a policy on reducing idling for light-duty vehicles.
4	Alternative fuels are considered when vehicles are being replaced.	✓	Alternative fuel vehicles are the first choice when purchasing new assets and are listed as the organization's preference in specifications.
5	Future infrastructure needs are being planned to accommodate sustainable fleet vehicles.	✓	The organization has plans to order 40 EV charging stations subsidized by the Federal Government. The project is pending funding approval.

TASK RESULT

Best Practice Checklist (chapters on each topic including recommendations and associated costs and benefits will be flushed out in the Final Report).

Task 3 | Benchmark Fleet with Other Agencies

Our extensive experience means that we have a large volume of relevant benchmarking data at our disposal. In addition to referring to these industry benchmarks, we will perform a benchmarking exercise with organizations similar to SPD. We will follow a well-tested process to perform this part of the study.

- Design the survey. We will design a survey to cover the seven areas mentioned in Task 2 – governance, utilization, THV, lifecycles, maintenance, operational shifts and EV conversion. The survey will be reviewed and approved by the SPD Project Manager.
- Select benchmarking partners. We will use our contacts in the fleet sector to identify like organizations. Our proposal is based on selecting five partners for direct comparison. Experience has shown that a letter from SPD describing the project and offering to share the results is a strong enticement to get others to participate. All selections will be approved by the SPD Project Manager. We also believe that a few engaged partners is more beneficial than a large number of 'partners' who are not committed to providing quality data and information.
- Conduct the survey. We will distribute the benchmarking survey electronically but collect the information and observations in telephone interviews in the interests of time.
- Document results. We will prepare a benchmarking report comparing SPD to the five selected partners. This report will eventually form a chapter in the final report.

In a recent engagement, we compared a fire fleet with three partners across more than thirty areas. We commenced by collecting the information shown in the table below:

Benchmarking Survey	M	B	L	V
City Population	828,854	603,346	404,699	323,281
Staff	770	550	416	300
Annual Calls	28,883	23,024	9,960	11,000
Fleet Size	92 units	117 units	86 units	61 units

Benchmarking Survey	M	B	L	V
Fleet Size (Light Duty units vs. Apparatus units)	LD 39% Apparatus 61%	LD 68% Apparatus 32%	LD 67% Apparatus 33%	LD 51% Apparatus 48%
Mechanics	7	8	7	4
Fleet Parts Techs	1	3	0	0
Annual Work Orders	Not available due to FMIS	1,104	850	Not available due to FMIS
Bays	10	12	6	4
Capital budget (2-year ave)	\$9.9 million	\$1.6 million	\$1.6 million	\$2.1 million
Maintenance budget (in-house)	\$768,000	\$832,000	\$777,000	\$583,962
Annual Fuel Budget	\$296,000	\$243,000	\$249,000	\$201,252
Replacement Plan	10-year	12-year	15-year	None
PM compliance	90%	LD 60-70% Apparatus 100%	Low PM Compliance (reactive)	Not scheduled (Completed as seasons change)

From this basic data, we can calculate the Vehicle Equivalency Units (VEUs) of each organization's fleet. A VEU represents a relative repair factor that enables comparisons between different types of vehicles and different fleets. The baseline that is used is the passenger sedan which is assigned a VE of 1.0. All other types of vehicles and equipment are given a VE based on the relative level of effort to maintain them in comparison to a sedan. For instance, a law enforcement patrol vehicle is generally given a VE of 2.5, indicating this type of vehicle requires 2.5 times more time to maintain than a sedan. A trailer might be given a VE of .5, while a heavy duty truck, at the other end of the spectrum, a 12.0 (or more).

Using VEUs, fleets composed of dissimilar units can be compared. Some benchmarks we will use for comparison are the overall maintenance costs per VEU, maintenance hours per VEU and staffing per VEU.

TASK RESULT

Benchmarking Report comparing SPD to five partners.

Task 4 | Final Report

Upon the conclusion of the preceding tasks, we will prepare a detailed report which summarizes the results of each of the previous work tasks and clearly delineates the recommended changes and associated costs. This draft report will include a description of the study methodology and fleet profile.

The report will be structured as follows:

- Executive Summary
- Introduction
- Governance
- Utilization
- Take-Home Vehicles
- Lifecycles
- Maintenance
- Operational Shifts
- EV Conversion
- Recommendation Summary and Implementation Plan
- Appendices
 - Fleet Profile
 - Best Practice Checklist
 - Benchmarking Summary

Once the draft report is complete, we will submit it to the SPD Project Lead and work with them to clarify any questions. Once the report is checked for factual accuracy and comments returned to our project team, we will make the necessary edits and produce a final version. We will provide e-copies of the final report, and all attachments to the SPD Project Lead. We will also provide a presentation summarizing the project results.

TASK RESULTS

Draft and Final Reports in the format shown. A PowerPoint presentation summarizing the project.

(2) Team Assignments

The project team assignments by task are shown in the table below:

Task	Project Mgr Director	Fleet Analyst Manager	Ops Analyst Sr Mgr	Tech Analyst Manager
1. Current Profile	12	8	12	28
2. Best Practices	16	24	24	32
3. Benchmarking	40	0	24	40
4. Final Report	32	8	8	16
Total Hours	100	40	68	116

(3) Schedule and SPD Involvement

The project can be completed in 20 weeks as shown in the schedule below. Calendar dates will be added to this schedule once the official launch date of the project is known. Fixed dates will be assigned for the submission of draft deliverables, review by SPD, project team edits and final deliverable submission. Deadlines are dependent on the ability of SPD to provide data, be available for interviews and review draft deliverables in a timely manner. Specific contributions for SPD are:

- Attend Kick-off Meeting (week 1)
- Provide information requested (weeks 1-3)
- Schedule and attend interviews (throughout)
- Approve benchmark partners and survey (weeks 3-4)
- Review draft Fleet Profile, Best Practice Checklist, Benchmark Report and Final Report (as shown)

Task	Description	Week																			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	Project Initiation																				
1.1	Kick-off Meeting																				
1.2	Request for Info																				
1.3	Initial interviews																				
Del	Fleet Profile																				
2	Best Practice Review																				
2.1	Review Information																				
2.2	Additional Interviews																				
2.3	Review/Edits																				
Del	BP Checklist																				
3	Benchmark Study																				
3.1	Design Survey																				
3.2	Select Partners																				
3.3	Conduct survey																				
3.4	Document Results																				
3.5	Review/Edits																				
Del	Benchmark Report																				
4	Report																				
4.1	Prepare Draft																				
4.2	Coord Changes with City																				
4.3	Make Final Edits																				
Del	Final Report																				

(4) Scope Change

A formal scope change process will be in effect should SPD realize that a material change to the existing project plan is needed. The following are the steps to be followed:

- SPD or the Project Manager recognize the need to change the project plan.
- SPD and Project Manager discuss the situation to determine if a change is needed.
 - A change is dubbed material if it increases the time or costs (travel) associated with the project.
 - Mutually agreed upon changes to schedule can be negotiated without a change order.
- The Project Manager documents the change and time/budget implications.
- The Project Manager completes any formal change request document required.
- SPD agrees to the change in writing.
- The Project Manager updates the project plan.

3. Management Proposal

This section of our proposal showcases our experience, capabilities, and qualifications to demonstrate the ability to perform the scope of services.

A. Experience of the Firm and Proposed Project Team

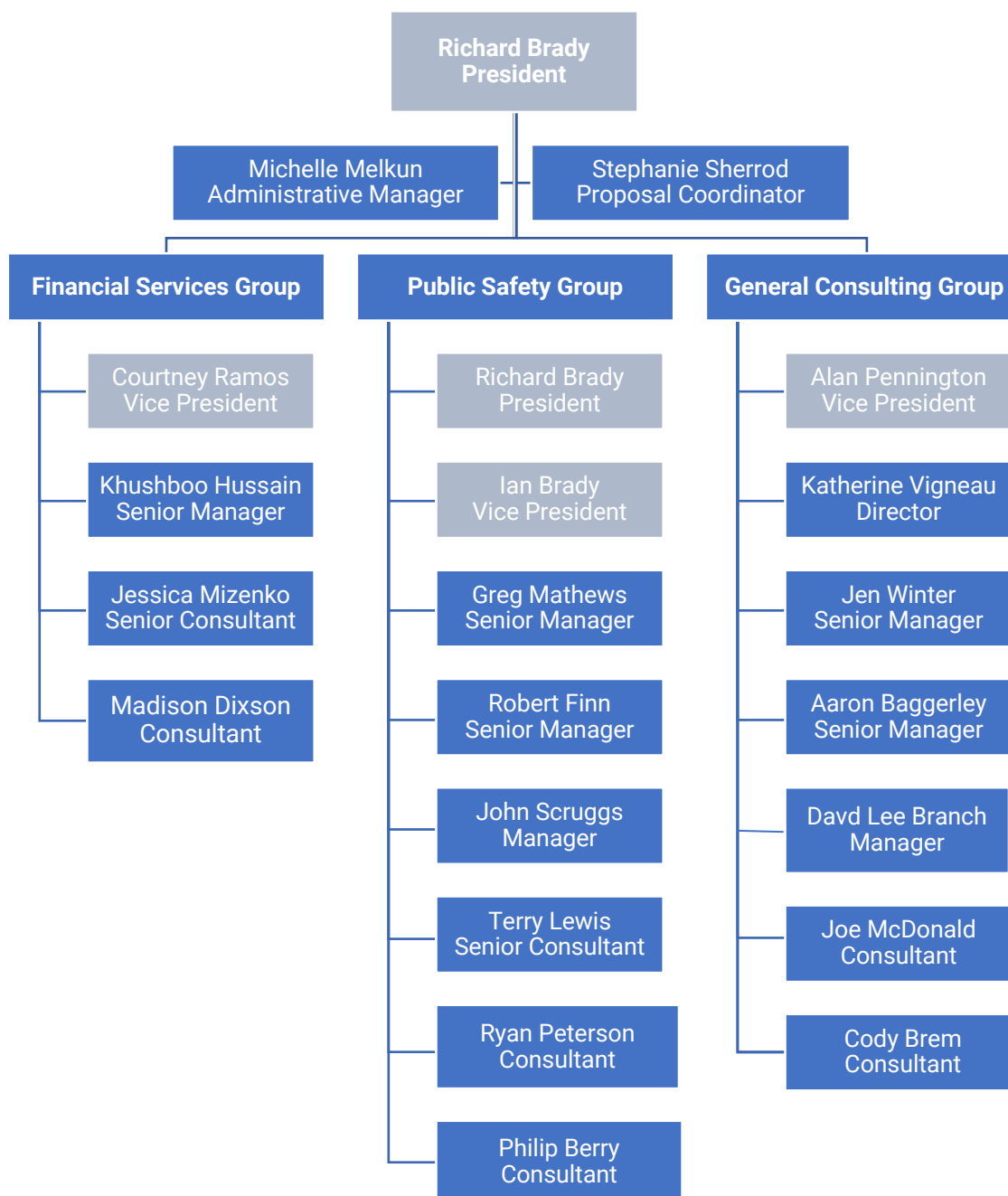
(1) Firm Experience

The Matrix Consulting Group is an international management consulting firm focused on assisting governments at all levels improve the quality and cost-effectiveness of their programs and services. In the 20 years since the firm was founded, we have conducted over 1,400 studies of government operations including fleet management public safety operations, public works, financial services, administrative functions, and development services.

Matrix Consulting Group's headquarters is in San Mateo, California. Our firm has grown to 22 employees located in fourteen US states and one Canadian province. Office locations include California (headquarters), Arizona, Illinois, Kentucky, North Carolina, Florida, Oregon, Texas and Nova Scotia (Canada).

(2) Firm Organization Chart

The following organizational chart shows the principals (in gray) and structure of the firm by service group.



As a firm, we value participation in professional associations. We are active participants in the International City/County Management Association (ICMA) and Government Finance Officers Association (GFOA). In addition, many of our practice leads belong to Associations specific to their key areas of expertise. Our fleet lead is a member of NAFA Fleet Management Association where she was a Vice President on the Board of Trustees and later their Director of Professional Development.

The market and service focus of the Matrix Consulting Group has always been local government. The following outlines the core services provided by our firm:

Law Enforcement

Staffing analysis
Patrol scheduling and deployment
Patrol beat redesign
Community policing
Management studies
Regionalized & consolidation feasibility
Contract compliance audits
Overtime audits
Projections and growth impact

Fire and EMS

Master and strategic plans
Station location planning
Staffing analysis
Scheduling and deployment
Standard of coverage
Regionalized & consolidation feasibility
Management studies
Contract compliance audits

Emergency Communications

Staffing analysis
Operations analysis
Consolidation feasibility
Implementation assistance

Corrections and Justice

Operational analysis
Staffing analysis
Needs assessments and master plans
Community corrections alternatives

Financial Services

Full cost allocation plans
Super Circular cost plans
Cost of services
User fees
Development impact / Nexus
Billable/hourly rates
Internal controls audits

Community Development

Permit streamlining
Organization and staffing studies
Permitting software decisions
Customer service
Service level standards

Administrative

Organizational assessments
Staffing analysis
Performance management
Shared services analysis
Compliance audits
Information technology
Process improvement
Strategic planning

Public Works and Utilities

Organizational assessments
Staffing analysis
Infrastructure assessments
Preventive maintenance needs
Facilities management

Fleet Management

Utilization reviews
Fleet replacement planning
Fleet size and composition
Maintenance operations
Sustainability
Technology

Parks, Recreation and Libraries

Master and strategic planning
Staffing and program analysis
Customer service
Park condition assessments

Citywide and Countywide

Organizational assessments
Strategic planning
Staffing analysis
Management analysis
Customer service
Shared services

Higher Education

Administrative services
Campus security
Organizational and staffing analysis
University-city contract services

State

Administrative services
Organizational and staffing analysis

(3) Project Team

As the list above shows, one of our core practice areas is fleet management. The firm has had a fleet management practice since its inception. Our dedicated fleet team is comprised of individuals with experience as fleet managers and as fleet consultants. We have conducted over 300 fleet studies and many of these involved utilization, financial management, maintenance best practices, benchmarking, sustainability and replacement planning.

The following table summarizes some of the fleet clients we have worked with over the past 20 years:

Alaska Railroad, AK	Hydro Ottawa, ON	Phoenix, AZ
Albuquerque, NM	Issaquah, WA	Quesnel, BC
Arlington, TX	Key Energy Services	RMCP, ON
Bexar County, TX	Kirkland, WA	Santa Barbara, CA
BJSW Authority, SC	Lake County, IL	Santa Clara, CA
Bloomington, MN	Long Beach, CA	Scottsdale, AZ
Cal Water, CA	Los Angeles County, CA	South Gate, CA
Denton, TX	Milwaukee Sewerage Comm.	Tiburon, CA
El Paso, TX	Monterey County, CA	Vaughan, ON
Evans, CO	Mount Pleasant, SC	Walla Walla, WA
Forsyth County, GA	Nanaimo, BC	Walnut Creek, CA
Franklin, TN	Nebraska DOT, NE	Waltham, MA
Garland, TX	Northampton, MA	Watsonville, CA
Greeley, CO	Oakland, CA	Wood Buffalo, AB

Our project team will be structured as shown in the following chart. Each of these proposed team members would be committed through the project.



All team members are available to commit the hours required to complete this project in 20 weeks as previously described. This team will commit 248 hours or the equivalent of 31 days to the project as shown. Their estimated level of effort (%) is also indicated.

Name	Hours	Days	%
Vigneau	100	12.5	14%
Masters	40	5	6%
Matthews	68	8.5	10%
Branch	116	14.5	16%
	324	40.5	

(4) Biographies

We propose a highly experienced project team with significant experience in fleet, sustainability police operations. Our fleet consultants are certified professionals through NAFA Fleet Management Association. They have also had careers as fleet managers before bringing this expertise to the consulting field.

It is important to recognize that member of a member of the team is currently conducting the Spokane Police and Fire Overtime Study and worked on the previous Citywide study of Spokane

The following table provides biographies for our proposed project team. The firm commits that the team identified in this proposal will actually perform the assigned work. Any staff substitution must have the prior approval of SPD.

Katherine Vigneau, CAFM, heads the fleet practice and has more than 30 years of experience as a fleet manager and fleet management consultant. She spent 27 years in the Canadian Army, where she provided oversight for fleet asset management, operations and sustainability of a fleet of 32,000 vehicles. After her retirement in 2010, Kate became a recognized consultant and fleet education and training specialist who acted as the Director of Professional Development for NAFA for over a decade, guiding their fleet education and certification programs. She won the Excellence in Fleet Education award for her volunteer efforts with the Association.

Kate is a sustainable fleet champion who coordinated the development of a Sustainable Certificate for the fleet industry. She is a functional specialist in replacement planning, utilization, best practices, and sustainability and a speaker at industry events such as NAFA's Institute and Expo, The Work Truck Show and CONEXPO. She also writes a regular column for Autosphere and her many articles can be accessed at <https://autosphere.ca/author/kate/?lang=en>. Kate holds a professional designation in fleet management (Certified Automotive Fleet Manager) and two Masters' degrees from the Royal Military College.

Project Role: Kate will serve as the Project Manager. She has managed fleet projects with similar tasks for the RCMP (ON), Hydro Ottawa (ON), Long Beach (CA), Denton (TX), Donnelly Construction (DCI), Issaquah (WA), Vaughan (ON), and Wood Buffalo (AB) in the past year.

Claude Masters, CAFM, is a Senior Consultant (subcontractor) who has over 40 years as a fleet manager and fleet management consultant. He is a recognized expert in fleet management, utilization, best practices and sustainability. Claude was the President of NAFA from 2013-2015 and is a frequent speaker at NAFA's annual conference and other industry events. Under his leadership, NAFA introduced a sustainable accreditation program for fleets and a Sustainable Certificate for Fleet Managers.

Prior to retiring in 2019, Claude was the Fleet Manager at Florida Power & Light/ Nextera Energy where he managed a fleet of 4,400 vehicles. There, his team received national recognition for the development of a biodiesel affiliate business (CleanFuels) which now serves the South Florida market. He was also Fleet Manager at Centerpoint Energy/ Houston Lighting & Power where he managed a fleet of 4,300 vehicles for the electric utility and another 1,200 for the gas utility. Claude holds a professional designation in fleet management (Certified Automotive Fleet Manager) and is Six Sigma qualified. He was also a Reserve member of a county sheriff organization for 20 years.

Project Role: Claude will be the fleet analyst on this engagement. He has also worked as a fleet analyst on projects such as Santa Clara County (CA), Palm Beach County (FL), Issaquah (WA) and Alaska Railroad (AK).

Greg Matthews is a Senior Manager and has over 25 years of public sector experience, performing as both a senior management consultant and executive manager. For over fifteen years Greg has provided public sector consulting services to cities, counties and special districts throughout the Western U.S., and has completed comprehensive management studies encompassing over 200 operating departments including public works and fleet management. He has also participated as lead consultant in over 100 general consulting engagements, with emphasis in the public works and fleet management fields.

It is important to recognize that Mr. Mathews is currently conducting the Spokane Police and Fire Overtime Study and worked on the previous Citywide study of Spokane.

Project Role: Greg will be the operations analyst on this engagement. His experience includes assignments for Spokane (WA), Vacaville (CA), Goodyear (AZ), Sunnyvale (CA), South Coast Water District (CA), Tualatin Valley Water District (OR), the Santa Clara Valley Water District (CA), the Association of California Water Agencies (ACWA), and Barstow (CA).

David Branch is a Manager with the Matrix Consulting Group. Prior to joining the Matrix Consulting Group, he completed internships with the City of Riverside, CA Planning Division and the public policy department of the Los Angeles Chamber of Commerce. He has been both an analyst and project lead on a wide range of government studies covering a variety of City and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet, facilities, parks and recreation, code enforcement, and community development.

He has extensive experience conducting organizational, operational, and staffing assessments for over 100 entities. He recently joined the fleet practice full-time and has been the technical analyst for more than a dozen fleet reviews, conducting utilization studies, rate analysis and replacement planning. He received his BS in Public Policy, Management, and Planning from USC and his Master of Education from University of Missouri St. Louis.

Project Role: David will serve as a technical analyst. His recent experience as a fleet technical analyst includes Hydro Ottawa (ON), Issaquah (WA), Ogden (UT), Watsonville (CA), Garland (TX), Forsyth County (GA), Los Angeles County (CA), Santa Barbara (CA), Long Beach (CA) and Anderson County (SC).

B. Fleet Consulting Experience and References

No other firm can match the combined fleet and operational experience of the proposed team.

- The experience of the team we have assembled is unparalleled. We have a proven project manager, incredible depth in fleet operations by certified professionals, a financial model expert and a fleet facilities representative all supported by a technical analyst.
- The members of our project team have collectively conducted hundreds of fleet reviews and understand the value that can be gained by the organization. We use every opportunity to ensure employees learn and benefit through the process.

Having identified the key operational areas that will be part of this analysis, we offer an overview of clients where we have performed similar work over the past three years:

Project	Scope	Contact
Vaughan, ON May 2022 - present	FMIS selection	Michael Ing michael.ing@vaughan.ca (416) 553-9938
Issaquah, WA Mar 2022 - present	Utilization, Electric Conversion and Rates	Kelly Kussman kellyk@issaquahwa.gov (425) 837-3493
Minnesota DOT Mar 2022 - present	Best Practices and Electric Conversion	Greg Waidley greg.waidley@ctcandassociates.com (608) 490-0552
Hydro Ottawa, ON Jan 2022 - present	Best Practices, Electric Conversion	Dale Williams dalewilliams@hydroottawa.com (613) 889-0547
Donnelly Construction Dec 2021 – Jun 2022	Best Practices, Utilization, Replacement Plan	Steve Meade steve@donnellyconstruction.net (518) 321-6198
Long Beach, CA Dec 2021 – Jun 2022	Best Practices, Cost Recovery and Utilization	Dan Berlenbach dan.berlenbach@longbeach.gov (562) 570-5401
Cal Water, CA Nov 2021 to Mar 2022	Best Practices, Safety Program Policy Review	Alexander Williams awilliams@calwater.com (209) 597-7578
Santa Barbara, CA Nov 2021 to present	Cost Recovery and Utilization	Angela Oslund AOSlund@SantaBarbaraCA.gov (805) 564-5568
Denton, TX Jul to Oct 2021	Phase II – Outsourcing and EVs	Ethan Cox Ethan.Cox@cityofdenton.com (940) 349-7421
RCMP, ON Mar to Nov 2021	Police vehicle disposal	Julie Furlotte Julie.Furlotte@rcmp-grc.gc.ca (613) 240-5044
Beaufort/Jasper WSA, SC Nov 2020 to Feb 2021	Best Practices, Cost Recovery and Utilization	Beth Lowther Beth.lowther@bjwsa.org (843) 987-8034
Greeley, CO Dec 2020 to Apr 2021	Best Practices, Organizational Structure & FMIS	Will Jones will.jones@greeleygov.com (970) 350-9751
Vaughan Fire, ON Mar to Nov 2021	Benchmarking, Best Practices Fleet Operations Review	Michael Ing michael.ing@vaughan.ca (416) 553-9938
Wood Buffalo, AB Jan to Sep 2021	Fleet Operations Review, Utilization	Robert Walsh Robert.Walsh@rmwb.ca (780) 881-7550
Bexar County, TX Nov 2020 to Jun 2021	Fleet Operations Review, Utilization Assessment	Lt. Aaron Von Muldau avonmuldau@bexar.org (210) 669-9047
Garland, TX Feb to Sep 2020	Fleet Operations Review, Fleet Utilization	Terry Anglin TAnglin@garlandtx.gov (972) 205-3524
NAFA DOT Guide Dec 2020 to Mar 2021	DOT Guide Development	Patti Earley Patti.Earley@fpl.com (561) 881-3427

Nebraska DOT, NE (sub) Jan to Aug 2020	Benchmarking, Utilization, Lifecycles	Fleet	Ty Barger ty.barger@nebraska.gov (402) 479-4787
Santa Clara, CA Feb to Oct 2020	Fleet Operations, Utilization Assessment, EVs		Dennis Brooks dennis.brooks@faf.sccgov.org (408) 468-8901
Bloomington, MN Jun to Dec 2019	Best Practices Operations Review	Fleet	Michael Keim mkeim@bloomingtonmn.gov (952) 563-4920
Denton, TX Jun to Dec 2019	Best Practices Operations Review Phase I	Fleet	Ethan Cox Ethan.Cox@cityofdenton.com (940) 349-7421
Trent Lakes, ON Jul to Dec 2019	Fleet Operations Review, Utilization Assessment		Donna Teggart DTeggart@trentlakes.ca (705) 738-3800

C. Terminated Contracts

The Matrix Consulting Group has not had a contract terminated for defect in the past five (5) years.

4. References

We have selected three municipal projects to use as references for our work. The firm grants permission to the city to contact the list provided.

Client	Project Summary
<p>Long Beach, California Fleet Audit</p> <p>Dan Berlenbach Fleet Services Manager (562) 570-5401 dan.berlenbach@longbeach.gov</p> <p>City of Long Beach 2600 Temple Ave. Long Beach, CA 90806 Website: www.longbeach.gov</p>	<p>This project, initiated by the City Auditor, was to assess fleet practices at the Financial Services Bureau, Harbor and Water. It involved the creation of fleet profiles for each organization followed by a fleet right-sizing and right-typing analysis. Specific areas for review also included take-home vehicle policies and practices, maintenance staffing, the effectiveness of the replacement plan including lifecycles, budget, review and guidelines, funding approach and chargeback system adequacy and the Fleet Management Information System capabilities and data usage.</p> <p>The findings included a maintenance staffing deficit of 2.6 Full-time Equivalents. We also made right-sizing recommendations that would result in initial savings of over \$500,000.</p>
<p>Bexar County, Texas Fleet Right Sizing and Operations Assessment</p> <p>Lt. Aaron Von Muldau Patrol Administration Fleet Manager (210) 669-9047 avonmuldau@bexar.org</p> <p>Bexar County Sheriff's Office 200 N Comal Street San Antonio, TX Website: www.bexar.org</p>	<p>In this project we first conducted a comprehensive fleet rightsizing and operations review of the Sheriff's Office fleet operations. This was followed by a benchmarking study of fleet utilization, lifecycles, sustainability and centralization options. Our review resulted in changes to vehicle lifecycles and the creation of a replacement plan.</p> <p>We determined that the Sheriff Office fleet was significantly overutilized and required additional patrol units to adequately cover emergency services. The 22 recommendations to improve fleet operations also included standardization of fleet specifications and unit builds based on job use, the creation of a vehicle pool and program to rotate vehicles, and the establishment of sublet contracts to decrease vehicle downtime.</p>

Client	Project Summary
<p>Denton, Texas Fleet Operations Review</p> <p>Ethan Cox General Manager of Public Works (940) 349-7421 Ethan.Cox@cityofdenton.com</p> <p>City of Denton 901B Texas Street 2nd Floor Denton, TX 76209 Website:www.cityofdenton.com</p>	<p>Matrix conducted a comprehensive Fleet Operations review which covered most fleet functional areas. The best practices portion reviewed staffing, cost recovery rates, utilization, asset management and maintenance. We also conducted a customer service survey to gauge the level of satisfaction with fleet services. We found that the city needed five more mechanics and facility improvements, but budget has kept these recommendations from being actioned to date. The city has implemented changes to the parts organization and enhanced support operations by holding a parts inventory at their landfill site.</p> <p>As a follow-on study, we were contracted to analyze and document the costs and benefits of current maintenance outsourcing practices. We also identified and documented electric vehicle opportunities, infrastructure and resource availability.</p>

5. Cost Proposal

The Cost Proposal identifies all costs to be charged including expenses necessary to accomplish the tasks and to produce the deliverables under the contract. We estimate a 20-week timeline to complete this project. This timeline is dependent on data availability and the timeliness of the city in reviewing draft deliverables. We will work closely with your Project Lead to set specific deadlines for tasks and deliverables.

The fixed price for this contract is **\$61,100** which includes a site visit.

Task	Project Mgr Director	Fleet Analyst Manager	Ops Analyst Sr Manager	Tech Analyst Manager	Total
1. Current Profile	12	8	12	28	\$10,180
2. Best Practices	16	24	24	32	\$16,640
3. Benchmarking	40	0	24	40	\$18,200
4. Final Report	32	8	8	16	\$11,680
Total Hours	100	40	68	116	\$56,700
Hourly Rate	\$200	\$185	\$175	\$150	
Total Fees	\$20,000	\$7,400	\$11,900	\$17,400	
Project Expenses (travel)					\$4,400
Total Project Cost					\$61,100



Agenda Sheet for City Council Meeting of:
08/15/2022

<u>Date Rec'd</u>	7/29/2022
<u>Clerk's File #</u>	OPR 2022-0579
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470 - THE BRESLIN NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Breslin, 729 S Bernard St, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Breslin has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	MACDONALD, STEVEN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	mduvall@spokanecity.org
	lcamporeale@spkanecity.org
	rbenzie@spokanecity.org

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Breslin Apartments – 729 S Bernard Street

FINDINGS OF FACT:

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1911; the Breslin Apartments meets the age criteria for listing on the Spokane Register of Historic Places.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Breslin Apartment building meets Spokane City/County Register of Historic Places under **Category A** as a property that is associated with events that have made a significant contribution to the broad patterns of the history of the City of Spokane; and **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - The Breslin is significant under Category A as part of the wave of in-city multiple family dwellings that were being developed at this time, which changed how Spokaneites might live in the city.
 - It is also significant under Category C as a good example of a type (the new apartment building) and as the work of master architect Albert Held. The Breslin apartment building was one of a handful of purpose-built apartment buildings constructed in the early 20th century to house middle and upper-class residents. This housing option was not available earlier, when Spokane residents typically resided in single family housing or "lodgings" or boarding houses. These new apartment buildings were designed to provide an attractive alternative for in-city living.
 - The Breslin's architect Albert Held was known for perfecting the apartment building as a type, but also for his prolific output and artistry in many other building types and styles. The Breslin is already listed in the National Register of Historic Places as part of the Apartment Buildings by Albert Held Thematic Group National Register of Historic Places.
3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**
 - The Breslin possesses excellent integrity in location, design, workmanship and association; the one aspect of integrity which has been somewhat compromised, but still maintains good integrity is in the materials (except for windows which have been replaced with vinyl in the original openings).
4. **Once listed, this property will be eligible to apply for incentives, including:**
 - Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Breslin Apartments according to the appropriate criteria at a public hearing on 7/20/22 and recommends that the Breslin Apartments be listed on the Spokane Register of Historic Places under Categories A – Broad Patterns of Spokane History & C - Architecture.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*RAILROAD 2ND PT OF L10TO12 B98 N31FT OF W1/2 OF L10 ALL 11-12 &8FT VAC
STP N OF&ADJ L10-11-12*

Parcel Number(s) 35194.2506, is governed by a Management Agreement between the City of Spokane and the Owner(s), R.E.H.A.M. 6., LLC ETAL, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **July 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **R.E.H.A.M. 6., LLC ETAL** (hereinafter "Owner(s)"), the owner of the property located at **729 S Bernard St** commonly known as the **Breslin Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

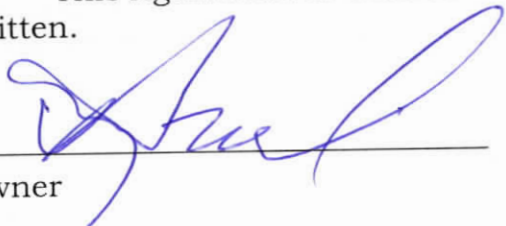
4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Oregon)
County of Multnomah) ss.



On this 11th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Rudy Munzel, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of August, 2022.

Christie Stewart

Notary Public in and for the State
of Oregon, residing at Vancouver WA
My commission expires 4-27-24

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

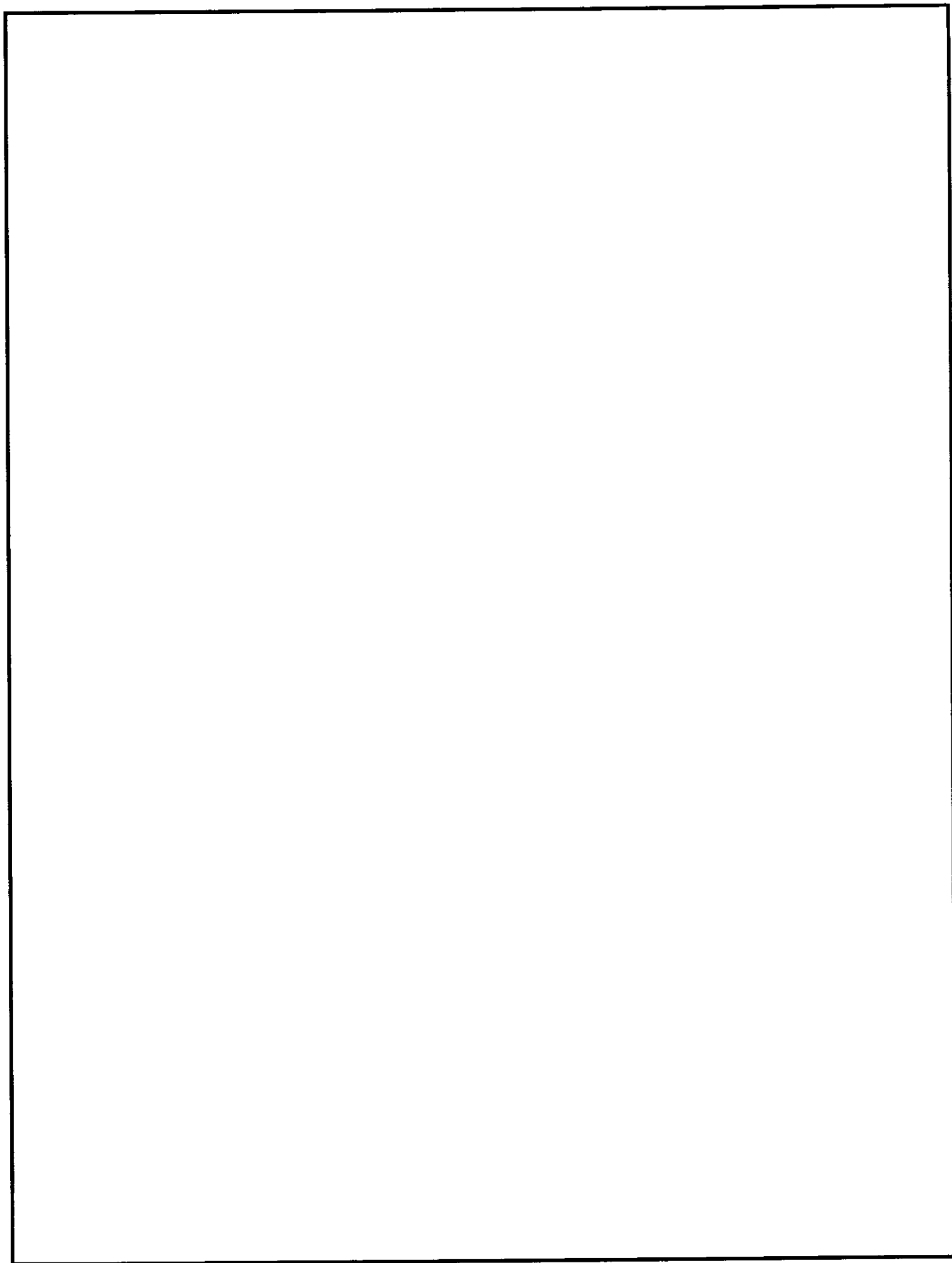
texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.




The Breslin

729 South Bernard Street

GENERAL ADVERTISING GENERAL ADVERTISING

The Beautiful Breslin



A Home in the Breslin
All the Pleasure and Comfort Without the
Inconvenience—and at Reduced Rentals

The elaborate 6-room suites may now be had for \$50;
prices thence down as low as \$35.

Suites are separated by sound-proof partitions; all
rooms are outside; open sanitary plumbing; awnings,
shades and screens. Every apartment has dumb waiter,
gas range, refrigerator, etc. Electric day and night ele-
vator. Servants' rooms in basement. Large, airy rooms.
Vacuum heating plant. Perfect janitor service. It's the
PERFECTION of apartment construction and mainte-
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building apply to

Elmendorf & Elmendorf
Agents
S5 HOWARD Bell M. 35 Home A1537

Spokane Register Nomination

7-1-2022

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: The Breslin
And/Or Common Name: Same

2. Location

Street & Number: 729 S. Bernard Street
City, State, Zip Code: Spokane, WA 99204
Parcel Number: 35194.2506

3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational	<input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: Breslin Holdings 2022 LLC
Street & Number: PO Box 14955
City, State, Zip Code: Portland, OR 97293
Telephone Number/E-mail: 503-349-0930; rudymunzel@gmail.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title:
Date: ☐ Federal ☐ State ☐ County ☒ Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
- ☒ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

Check One

- ☒ unaltered
- ☐ altered

Check One

- ☒ original site
- ☐ moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: < one acre
Verbal Boundary Description: Railroad 2nd PT of L10T012 898 N31FT of W1/2 of L1
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD, Principal Architectural Historian
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: June 22, 2022

Date of Landmarks Commission Hearing: July 20, 2022

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Summary description

The Breslin Apartments is a six-story, L-shaped apartment building with a flat roof with a short parapet above a narrow, molded cornice. The penthouse for the elevator is located on the roof near the apex of the “L”. A vehicular entry is located on the north end of the west façade, extending from west to east at the basement level, which is possible because of the slope of the lot. The 55,380 square foot apartment building is located on a .37-acre, slightly L-shaped parcel. It is located behind the public sidewalk on the west and north sides, with an open space to the rear, in the northeast corner of the lot. The open space behind the building is lower than east side of the lot, which is terraced to meet the street level on W. 8th Avenue and the lot to the east. Here there is a two-lane access drive to the medical facility’s parking garage to the south that meets the parking garage at the third level. The main entry to the building is located near the southwest corner of the building and faces Bernard Street to the west, with secondary entries on the east side within the north-south wing. The L-shaped configuration of the building allows for two double-loaded corridors on the interior with the main stair being located at the apex of the “L”.

The building is brick masonry construction with red brick cladding and pale glazed terra cotta trim, some of which has been painted white. The foundation is rubble basalt faced with Tenino sandstone blocks on the public sides that step down the slope(s). The roof is built-up. The entry features a classical portico in terra cotta. A wide terra cotta belt course is located between the first and second floors of the building and between the fifth and sixth level. The latter exhibits a double band of terra cotta that functions as a lintel course for the fifth level windows and a sill course for the sixth-floor windows, separated by a dentil course above a composite curved molding. A narrow terra cotta lintel course links the upper-level windows, above which is open brick patterning. Plain medallions and rectangular recessed terra cotta panels with molded frames mark the upper corners of the building on the outer bays on the public (west and north) faces. Recessed brick courses demarcate these same bays and the base of the building, lending a rustic appearance. Windows typically have two-over-two or one-over-one-lights and are double (or single) hung with smaller windows in two vertically aligned bays on the rear west façade and two on the rear north façade. Window frames and sills are the original wood, with inset vinyl sash. Oversized two- or three-part terra cotta sills, depending on the size of the windows, further delineate the base of the windows.

The building has a fairly plain appearance, relying on materials, colors, and textures to enhance its appearance, with the exception of the architectural detailing seen in the Neoclassical entry portico. The 1911 building was referred to as exhibiting a “Restrained Classicism” in the National Register nomination.



Front (west) and south side facades

Photo by Diana Painter

Location and setting

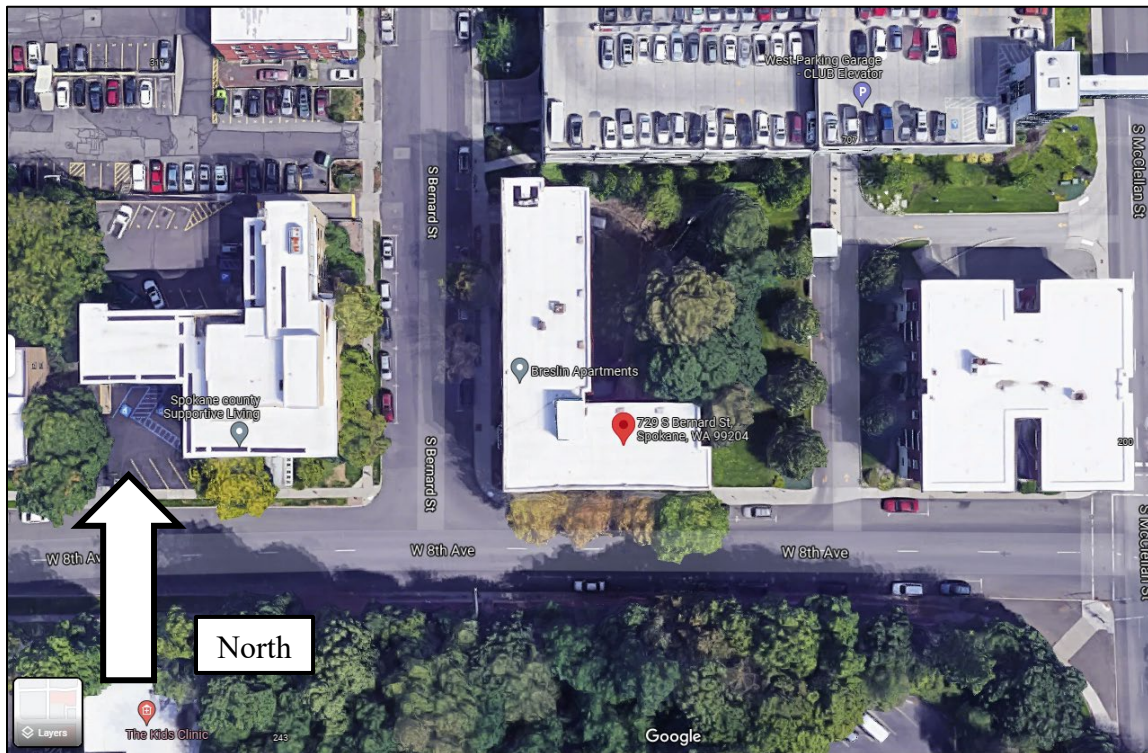
The setting of The Breslin Apartments is varied in its building types and land uses. It's also varied in its topography. The slope of the hill that rises to the south of the apartment begins across W. 8th Avenue; the hillside is held by two retaining walls here. It also rises more gently to the east of the apartment building. S. Washington Street rises to the south at about W. 8th Avenue as well, and then continues downslope from W. 8th Avenue in a more gradual manner toward downtown Spokane.

The immediate neighborhood around The Breslin is made up of medical buildings, including Providence Medical Center and Sacred Heart Hospital, among many other facilities. It also includes several large apartment buildings dating from the second and third decades of the twentieth century, including Culmstock Arms (328 W. 8th), The Oxford (702 S. Bernard), and Cambridge Court (206 W. 8th). Other buildings include single family residences (some of which are occupied by other uses), including a small bungalow at 7th and McClellan that contains Sandra's School of Dance, and Mary's Place, a 1906 Arts and Crafts house adjacent to the hospital.

Several distinctive modern buildings are located in this area as well. Included among these are the 1965 Neo-Expressionist IBM building by Kirk, Wallace, McKinley & Associates (799 S. Stevens St); the former Unitarian Church, a Neo-Expressionistic building designed by architects McClure & Adkison and Moritz Kundig (319 W. 8th); the

1962 Medicenter Building by architect Henry Swoboda (521 S. Bernard); the 1958 curtain wall building by architect Don Neraas, formerly a nursing home and now affordable housing (424 W 7th); and the 1956 curtain wall building by architect Victor Wulff that houses the Spokane County Community Services and Community Development Department (formerly the Rockwood Clinic). This building has a New Formalist entry, added in 1981 (312 W 8th). The venerable 1888 Glover Mansion, an event center today, is just uphill and to the southwest of the subject building.

The Breslin is on the southwest corner of the block bounded by W. 7th Avenue on the north; S. McClellan Street on the east; W. 8th Avenue on the south; and S. Bernard Street on the west. The southeast corner is taken up by the four-story Cambridge Court apartments. The entire north half of the block is taken up by a four-story parking garage, which is connected to the Providence complex to the east by a skybridge and accessed via W. 8th Avenue by a driveway on the east boundary of the subject property. Across the street to the west is the four-story county building. Across the street to the south is a wooded area that is behind the former Unitarian Church.



The Breslin - Aerial Site Plan

Source: Google Maps

Exterior description

Front (west) façade. The front façade features the same belt courses mentioned in the overall description of the building. Because of the slopes of the street and parcel in this location, about half of the basement level of the building is visible toward the north end. At the south end is the main entry portico. It features a classical entablature above

engaged fluted columns with capitals with egg and dart molding on simple square sandstone bases that frame the opening. The architrave features a Greek key design below a simple rectilinear molding. The frieze is embellished with the name “The Breslin,” topped by a dentil course. The cornice is composed of a row of egg and dart molding at the top with two lion’s heads above the columns and a row of free-standing antefix above.



Entry Detail, West Façade

Photo by Diana Painter

Four brick steps lead to an open entry vestibule and the two-leaf entry doors, which feature three-quarter-height glass in a decorative frame. Above are three transom windows. The interior of this entry is clad in brick with matt glazing in a geometric pattern accented with terra cotta tiles in brick and pale green. Above the entry, from the first string course to the sixth floor, is a metal fire escape.

At the north end of the basement level of the building is a garage entry with a (contemporary) overhead door with five lights in the upper portion. This entry is marked by a very shallow arched opening with brick voussoirs and an oversized terra cotta keystone and skewback.¹ Windows on this façade are the typical windows described in the overview. A vertically aligned bay in the center of this façade is marked by blind windows composed of terra cotta panels in molded frames, set within a recessed brick panel. Smaller windows are located at the basement level for about half the width of the building on the north end of this façade. These windows today consist of two-part vinyl replacement sash.

South side façade. The north façade largely reflects the same features as the west façade but has no door. More than half of the basement level windows are visible here due to the slope of the street but vary in size, also due to the slope of the street. None are as tall as the windows on the main body of the building.

Rear (east) façade. The east façade reveals the end wall of the south wing of the building and the rear face of the north wing. The east end wall on the southern portion has a slight notch. The south end is plain, with no openings. The slightly recessed bay adjacent to it has a secondary entry at the first floor, with a concrete stoop and tubular metal rail. Above this door, at every level, is another entry door with a small, one-over-one-light, double-hung window (or single light window, in the case of the ground floor). All are accessed by a metal fire stair that begins just to the right of the ground level entry door, which has a single light above a single panel. On the north end of the north wing, windows are two-over-two-light windows or one-over-one, double-hung (or single hung) with wood frames and vinyl sash set within a shallow, segmental arched opening with brick sills. Windows within the bays at each end are small, with one-over-one-light sash.

Horizontal demarcations on these facades consist of a wide brick sill course underneath projecting brick courses at the parapet; coping material is unknown. Above the windows at the upper level, a narrow lintel course connects the tops of the windows, and a brick course under the building coping. There is no additional texture in the brick or terra cotta trim on these façades. At the north end of the north wing is another secondary entry that accesses the first floor level, with four wood steps to a small wood deck with a vertical wood rail. From this deck rises a metal fire stair to the second level of the building on the north façade of the wing. To the right of this entry, at the basement level, is another access point to the garage with a roll-up door. Visible at the ground level here are small windows to the basement within the basalt foundation. A few original window frames here show that these were casement windows.

North side façade. The north side façade is the end of the north wing of the building. It too is notched, with the westerly bay being plain, with no openings, and the easterly bay

¹ The masonry course having a sloping face against which the end of a segmental arch rests. Francis D.K. Ching and Cassandra Adams, *Building Construction Illustrated* (Third Edition). New York: John Wiley & Sons, Inc., 2001:5-20.

having an exterior door and a narrow and wide window, all accessed by the fire escape. All are within a shallow segmental-arched opening, as are the other openings on the rear facades. The doors are typically multi-light French doors and the broader windows have one-over-one lights. Visible on the north façade of this east wing are window openings much like the windows on the east side of the north wing. They consist of two-over-two and one-over-one-light double (or single) hung windows in shallow segmental arched openings. A small buttress is located at the corner.

Interior description

The front entry to the L-shaped building is at the southwest corner and faces west, toward S. Bernard Street. It has a double-leaf wood door, which leads to a relatively small room that accommodates the main stairwell. Hallways serving the original apartments extend to the right (east) and left (north). Upon entry, the L-shaped stairway is to the immediate left, beginning its flight toward the east. The stairs are open and have decorative vertical balustrades in an Arts & Crafts pattern. The balustrade curves at the bottom, ending in a square newel post with a square cap. The openings for the broad stairways are framed in boxed beams throughout; all woodwork is stained a dark brown.



Entry Stair, Detail Photo by Diana Painter

Hallways are divided into sections by shallow-arched openings. Doors are five-panel doors with what appears to be original door knockers. Tall baseboards and simple moldings, all stained dark brown, characterize the hallways. Flooring is the original hardwood floors. Wood wainscoting is located on the main floor. It appears that overhead lights are replacement fixtures, but are period appropriate. Wall sconces appear to be original.

To the left of the main stair is a door to the basement. To the left of this door is the elevator. Beyond the elevator is the opening to the mail room, which has an exterior door to the courtyard. Wood wainscoting is located along portions of the main floor hallway.

The apartments, which include studios, one-bedroom, and two-bedroom units, have different configurations. The public rooms of the one- and two-bedroom units are separated from the private bedrooms by a narrow hall on the interior side of the units. These halls in turn encircle the kitchen and bathroom. Bathroom and kitchen configurations differ and have differing cabinets and fixtures. Some units have dining rooms or dining areas, depending on their size. The apartments also differ in their window design, depending on their location. The units have tall baseboards, simple door and window frames, and typically have original hardwood floors.

Other facilities within the building are as follows. A vehicular ‘drive-through’ on the north end of the building accesses the rear courtyard. There are wood storage lockers within the basement area and on the main floor. A large laundry is also located in the basement. A small open mailroom is located off the north-south hallway. Also on the main floor are offices within the south wing.

Changes over time

Most of the permits for The Breslin apartments up until 1993 were for the installation of appliances and associated electrical permits and the like. When Washington Trust Bank bought the property about 1973 a number of fire safety measures were taken, including extending the fire escapes to the ground and installing secondary entries and fire doors. Beginning in the 1980s to the present, most of the permitting records are for elevator and boiler inspections.² The field survey revealed that the window sashes have been replaced with vinyl windows in the original openings and wood frames. Contemporary roll-up garage doors have been added to the front and back openings of the drive-through to the rear courtyard.

The main wood entry doors to the apartment building as well as the doors to the south hallway are original, with original hardware. The tile and brickwork in the entry vestibule to the main entry are original and display Craftsman-era colors and finishes. Additional features on the building interior that are original include the wood five-panel doors to the

² City of Spokane, “Building Permits – 729 S. Bernard Av,” Pre-1993 Permit Archive, accessed April 2022. City of Spokane, Building,” <https://aca.spokanepermits.org/CitizenAccess/>, accessed April 2022.

apartments and within the units; likely the door knockers on the exterior apartment doors; the main stairs and balustrades; the boxed beams where they occur in the landing areas for the stairs; the baseboards and moldings in the halls and the baseboards and much of the flooring in the apartments; the radiators in the apartment units; and the overall layout and spatial configuration of the halls and apartments. There are several utility boxes in the hallways that are original and contain the original (no longer operational) electrical panels for the building, and original storage rooms. In general, the building has very good integrity. The most apparent change is the addition of new window sashes, which are nonetheless within the original flat arch and segmental arched openings and frames and display the original terra cotta (public sides) and brick (non-public sides) sills.

Planned improvements for The Breslin will get underway in summer of 2022. Most of the improvements on the exterior are maintenance-related, including painting previously painted terra cotta trim. Interior improvements include the following. Eight new studio apartments will be added at the basement and main floor levels and an office and restroom will replace an existing storage area on the main level. Creating new basement level apartments will involve constructing two new window wells on the back (east side) of the building. Remodeling apartments on the main floor will involve the removal of several hallway doors and wainscoting. The existing (newer) garage door on the Bernard Street elevation will be replaced with a new door with four lights and a pedestrian door with a transom. A parking area at the back of the building, in the vicinity of an existing courtyard, will be undertaken under a separate permit.

Landscaping

The parcel is informally landscaped with mature trees and shrubs on the east side of the building, with the exception of the trees along the drive to the neighboring parking garage, which are evenly spaced. On the west and south sides of the building a planting strip is located adjacent to the building and along the street curb, separated by a public sidewalk, except for a stretch in front of the main entry. Street trees are located in the public planting strip; three street trees on the west side of the building on the Bernard Street, and four mature trees on the south side of the building along W. 8th Avenue. A newer "Now Leasing" sign is located directly adjacent to the southwest corner of the building. The informally shaped, terraced courtyard, which has some retaining walls, is located to the immediate east of the building; it is not landscaped.

Integrity

The following analysis discusses the integrity of the building. A property must possess integrity of location, design, materials, workmanship and association to be considered eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for The Breslin.

Location is the place where the historic property was constructed or the place where the historic event occurred.

The property is sited in its original location

Design is the combination of elements that create the form, plan, space, structure, and style of a property.

The property, which has excellent integrity, easily conveys the reasons for its significance. The design of the apartment building is intact.

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

The materials of the building are intact, including the brick cladding and terra cotta trim on the exterior and dark-stained wood trim and detailing on the interior. The materials of the window frames has been altered with the replacement of wood sash with vinyl.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

The workmanship displayed on the building reflects early 20th century workmanship with respect to the above materials. The workmanship is intact, with the exception of the window sashes, which are manufactured.

Association is the direct link between an important historic event or person and a historic property.

The design of the building is intact and able to convey the association between its initial purpose as middleclass housing and its same purpose today. The building has fulfilled this purpose for 111 years.

Area of Significance: A, Residential apartment development; C, Architecture

Significant Date: 1911, year of construction

Architect: Albert Held

Builder: L.B. Kerrick

Statement of Significance

The Breslin Apartment building is eligible for listing in the Spokane Register of Historic Places under Category A, as a property that is associated with events that have made a significant contribution to the broad patterns of the history of the city, and Category C, as a property that embodies the distinctive characteristics of a type, period, or method of construction and that represents the work of a master. The Breslin is significant under Category A as part of the wave of in-city multiple family dwellings that were being developed at this time, which changed how Spokaneites might live in the city. It is also significant under Category C as a good example of a type (the new apartment building) and as the work of master architect Albert Held. The Breslin apartment building was one of a handful of purpose-built apartment buildings constructed in the early 20th century to house middle and upper-class residents. This housing option was not available earlier, when Spokane residents typically resided in single family housing or “lodgings” or boarding houses. These new apartment buildings were designed to provide an attractive alternative for in-city living. The Breslin’s architect Albert Held was known for perfecting the apartment building as a type, but also for his prolific output and artistry in many other building types and styles. The Breslin is already listed in the National Register of Historic Places as part of the *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places*. It retains excellent integrity.

Historic Contexts

Apartment development in Spokane. The Breslin was among the first self-contained apartments in Spokane that were designed for occupation by the middle classes.³ Prior to the early twentieth century, those who did not own or rent houses tended to rent accommodations in “lodgings” or boarding houses. Rented spaces were additionally available in hotels and the upper floors of offices and commercial buildings.⁴ The tremendous increase in population in the first decade of the twentieth century created a housing shortage in Spokane, and the building of apartment houses was seen as a way to help alleviate that shortage. This type of accommodation was also particularly attractive to bachelors, widows and widowers, and small families.⁵ As a result, the apartment

³ Self-contained meaning with individual kitchens and bathrooms.

⁴ Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986:Section 7:1.

⁵ Compau, 1886:Section 8:2.

building industry was booming in the 1910s. The Breslin is credited with being the largest or one of the largest of the new apartments.⁶

Four early apartment buildings by Alfred Held, including two 1904 apartments, one of which is credited with being the first in Spokane (the Ammann Apartments at 1516 W. Riverside Avenue) are represented in the *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places*.⁷ These buildings represented the initial phase of apartment house construction in Spokane.⁸ According to Nancy Compau and Leonard Garfield, who wrote the National Register nomination for the apartment buildings, they were “hailed for their innovation and luxury.”⁹ The features that were designed to attract middle class residents included their residential settings, proximity to downtown, landscaped courtyards, classical exterior design, spacious interiors, and “commodious” suites.¹⁰ They were also outstanding for their access to the outdoors through numerous operable (double-hung) windows, which yielded views of landscaped courtyards, green spaces, and gardens made possible by the form of the buildings (with the exception of The Ammann).

Architectural detailing, although restrained, in the words of the authors, conveyed their stylistic expression. In the case of The Breslin, the detailing is Neoclassical, conveyed by its classical portico and other terra cotta detailing, whereas the decorative tile in the entry displays its affiliation with the Arts & Crafts Movement. The interior design of the apartments includes layouts where the public and private areas within the apartments are separated by corridors and, in the case of The Breslin, the kitchen and bathroom. The public areas for the apartments as a whole are also well detailed. While the public entry area for The Breslin is not large, it is articulated with dark-stained decorative wood balustrades that display its roots in the Arts and Crafts era, box beams, and wood trim and beadboard wainscoting.

Apartment building continued during this time frame. A June 1910 article in *The Spokesman-Review* stated that, “. . . it seems that the city will make a name for itself as a center of costly-constructed apartment houses.”¹¹ The article named apartments that were recently completed or under construction including the G.H. Dennis apartment at Fifth and Howard and W.H. Stanley’s The Breslin, which were both referred to as “ultra-fine.” The Sweatt at Second Avenue and Coeur d’Alene, the Seymour Birch on Fifth, the Wilson (The Knickerbocker) apartments at First and Maple, and the Parsons apartment at Fifth and Cedar were all mentioned.¹² Note that the Ammon Apartments by Albert Held

⁶ The thematic nomination for the Held apartments states that The Breslin was believed to be the largest apartment building in Spokane before World War II or alternatively before the Great Depression. Compau, 1986:Section 7:2 and Section 8:4.

⁷ Compau, 1986:Section 7:1.

⁸ Ibid.

⁹ Ibid.

¹⁰ Compau, 1986:Section 8:1.

¹¹ . . . *The Spokesman-Review*, June 12, 1910:33.

¹² Ibid.

were also being constructed at this time, as well as numerous others profiled in *The Spokesman Review*.

The Neighborhood. The Breslin is just to the northeast of the Marycliff-Cliff Park Historic District and Edwidge Woldson (formerly Pioneer) Park, within the Cliff/Cannon neighborhood on Spokane's South Hill. The larger Cliff/Cannon neighborhood is composed of Cannon's Addition, Cliff Park, and Edwidge Woldson Park. The site is on the east side of the neighborhood. The apartment building is close to the lower (in elevation) end of the neighborhood, where the slope lessens as it continues north toward downtown Spokane. The area immediately surrounding the property is known for its apartment buildings and medical facilities.

Cannon's Addition was originally platted by Anthony McCue Cannon in 1883; by the late 1800s was known as an elite residential neighborhood.¹³ As stated in the neighborhood profile, "Even apartment dwellings were designed by prominent architects for wealthy tenants."¹⁴ The centerpiece of the neighborhood is a 4.5-acre Cliff Park that was donated by real estate developers Harl Cook and Charles Clarke to the city in 1904. The neighborhood became known for its medical facilities as early as 1907, when the cornerstone was laid for Sacred Heart hospital just east of the subject property.

Edwidge Woldson Park is named for the wife of Martin Woldson, who bought The Breslin in 1935. Centerpieces of the park today are the Moore-Turner Heritage Gardens and the Corbin Art Center, named for the former owners of the properties, D.C. Corbin, Frank Rockwood Moore, and George Turner.¹⁵ In addition to its parks, today the neighborhood also retains its rich mix of residences in various architectural styles, many owned by Spokane's most prominent citizens in the past and preserved in the historic district.

The growth of the neighborhood in the vicinity of The Breslin from the late nineteenth century through to the mid-twentieth century can be traced through the evolution of the Sanborn Fire Insurance maps that document it. In 1891 maps show that the block within which The Breslin is located today was occupied by three residences.¹⁶ The 1902 Sanborn Fire Insurance map shows the same three residences, but a deep cut for an electric streetcar bisected the block in the center, going west to east. This cut traveled another block to the east before turning south on what was called North Avenue. The 1910 Sanborn Fire Insurance map showed just the foundation of the future six-story building. The block, as well as the surrounding areas, were utilized for residences at this time. The central cut for a streetcar was no longer evident.

¹³ Ibid.

¹⁴ Ibid.

¹⁵ Bishop, Claire and Sara Patton, *Marycliff/Cliff Park Historic District National Register of Historic Places Inventory – Nomination Form*, October 1978.

¹⁶ Bernard was known as Baxton in 1891. Sanborn Fire Insurance maps, 1891, 1902, 1910 and 1910 updated to 1950.

By the mid-twentieth century the transition to multi-family development and accommodations for the automobile had become complete. The 1950 Sanborn map showed that the subject block was developed with a variety of structures. The Breslin Apartments was called out, with 40 units. It was noted as having steam heat and electric lights. To the north was a multi-unit apartment building with garages and retaining walls. The lot to the east had five individual garages. The lot to the immediate east of The Breslin was a “lodgings” building with seven or more garages. At the southeast corner of the block was the Cambridge Court apartments (still extant) and another six-unit apartment building to its north, along with one garage. The trend toward the multi-family development seen today was clear.

Development of the blocks surrounding The Breslin was very mixed, although the presence of freestanding and attached garages was a constant. Steep topography characterized the whole area, as it does today. To the southwest was (and is) the Glover Mansion, used as the Unitarian church at that time. Other uses surrounding the bordering blocks were apartment buildings, lodging and boarding houses, and rooming houses, particularly to the west. Single family houses also continued to be evident, mixed in with the multi-family developments, including an “auto houses” development. Service stations were also found. To the southeast was the sprawling Sacred Heart Hospital and a nurse’s home and training school. And to the south was the Spokane Medical Center and two apartment buildings. Today the growth of the medical facilities continues, although the stately apartment buildings have been retained.

Developmental history

The Breslin is credited with bringing ‘a new scale’ to apartment buildings in Spokane, according to historians Nancy Compau and Leonard Garfield.¹⁷ It is said to be the largest apartment building constructed in Spokane prior to the Depression.¹⁸ Although not as architecturally ornate as some of Held’s other apartment buildings, it had numerous features that still placed it in the “luxurious” category enjoyed by Held’s other apartments, including separated public and private spaces, simplified classical exterior features, a rear courtyard with gardens and trees, a basement laundry, servants’ rooms, and kitchens with a dumb waiter, electric refrigerators (by 1928), and gas ranges.

Construction began in 1910 and the building was ready for occupancy by the end of the year.¹⁹ The lot was 150’ along Bernard Street and 100’ along Eighth Avenue. The width of the wings are 41’ and the size of the courtyard was to be 49’ wide by 109’ long.²⁰ The fireproof qualities of the building and the elevator were noted, a result of solid brick walls running from the basement to the roof and heavy asbestos paper between the floors of the apartment. Fire escapes were also provided at the ends of all interior halls.

¹⁷ Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986:section 8:4.

¹⁸ Some sources say prior to World War II.

¹⁹ Ibid.

²⁰ “High-Class Apartment House on Eighth and Bernard to Cost \$100,000,” May 15, 1910:1



Announcing the building's progress

The Spokesman-Review, August 14, 1910

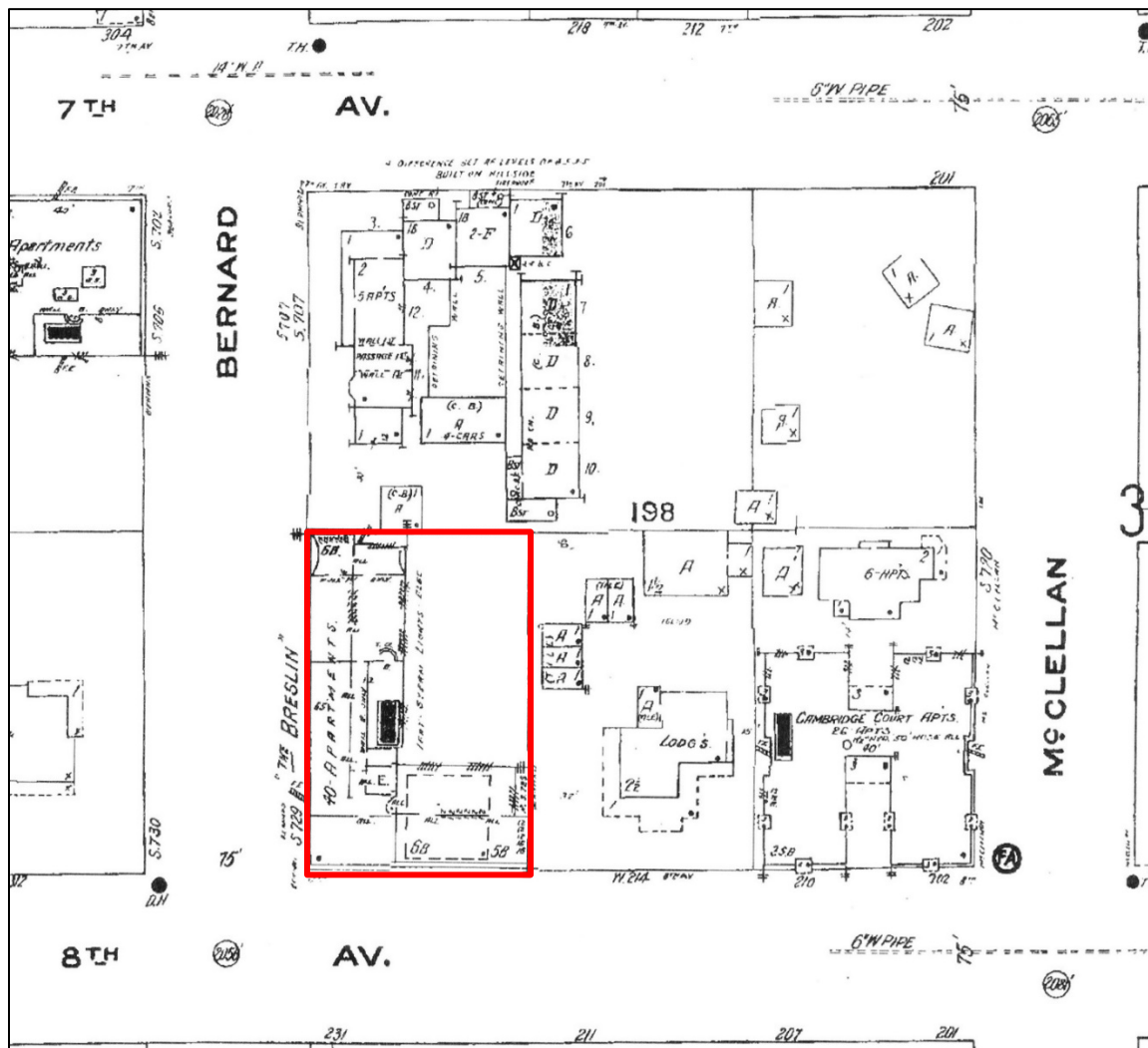
The apartment building was said to cost \$100,000 when construction started in 1910.²¹ Thirty-seven apartments of four-to-six rooms were planned at that time. A May 1910 newspaper article profiling the project mentioned the fact that every room was open to the outside through regularly spaced, operable, double-hung windows. The article described the planned features of the large apartment building in detail, including the dark-stained hardwood floors; the light colors of the bedrooms, bathrooms and kitchens; the "vapor" heating system, electric lights, and gas heating. According to the article, a vacuum cleaning plant was installed that each tenant could use in their apartments, although it was not clear whether this was done. The "covered driveway" was considered an asset, as it would enable deliveries and the like to occur in the courtyard by driving through to the back of the building from S. Bernard Street. The article stated that, "When it is completed it will be the first high-class apartment house in the Manito Hill district, and will be in the heart of one of the high-class residence sections of the city."²² The excellent view of the city from the building was noted as well.²³

²¹ Ibid.

²² Ibid.

²³ Ibid.

By the time the building opened, it was said to be valued at \$125,000.²⁴ According to a February 5, 1911 article in *The Spokesman-Review*, the building was almost fully rented, “to a substantial and high class of tenants,” within just six weeks of its opening. The article boasted of the quality materials of which the apartment was constructed, the 304 operable windows, and the convenience of the rear court. It also discussed the techniques that W.H. Stanley used to rent the building, including the development of a small booklet on the building that was distributed throughout the city; the “novel” employment of newspaper advertising and news features on the apartment; and the rental agents he used to assist in renting the apartment.²⁵



The apartment and neighborhood in 1950
 Sanborn Fire Insurance maps

²⁴ “Rents New Breslin in Record Time,” *The Spokesman-Review*, February 5, 1911:1.

²⁵ Ibid.

Property ownership

The Breslin was developed by W. H. Stanley of Spokane. Stanley came to Spokane in 1903 and, along with L.H. Hamblen, established the Spokane Canning Company at Yardley.²⁶ He later established the Stanley Investment Company, for which he was president, treasurer, and general manager.²⁷ Stanley was also a director of Fidelity National Bank in 1911 and the Assistant Manager for the Kelley-Clarke Company, a manufacturer's agent, exporter and importer, and wholesale grocery broker, in 1912.²⁸ In addition to his many business and real estate ventures, he was active in Spokane's civic life and social institutions. Stanley was elected the Secretary of the Harvard University Club in 1905 and the Spokane University Club in 1908. He sold the property on which The Breslin is located in the early 1920s to Chester W. Chapin of New York.

Chester W. Chapin was the second owner of The Breslin.²⁹ He was among a small consortium of investors that supported Spokane's Daniel Corbin and his ventures in railroads, including the Spokane Falls and Northern Railroad company, and coal mining in Washington and British Columbia. These included James Monaghan, Arthur Newbery, Horace K. Thurber, J.K.O. Sherwood, and Alfred C. Chapin.³⁰ Chapin was president of the New York and New Haven Steamship Company and the Central New England Railroad Company, and managed the estate of his father, Chester W. Chapin, Sr., said to be the largest, at \$25 million (in today's dollars), in New England outside of Boston.³¹ Chapin died in 1922 at the age of 81. The Breslin was sold by his estate in New York to Martin Woldson of Spokane in 1935.³² Local leasing agents had installed improvements to the building in 1928, including electric refrigeration.³³

The third owner of The Breslin was Martin Woldson, who bought the building in 1935 as an investment.³⁴ At the time of its sale, it was valued at \$200,000.³⁵ *The Spokesman-Review* published an article entitled, "Decades Biggest Apartment Deal," on the occasion,

²⁶ "To Begin Work on Cannery," March 26, 1906:3.

²⁷ Compau, 1986:Section 8:4.

²⁸ "Rents New Breslin in Record Time," *The Spokesman-Review*, February 5, 1911:1.

²⁹ A 1928 article credited the purchase of the building to Alfred Chapin of England when he was in America in 1922-1923, but most sources identify Chester W. Chapin as the purchaser.

³⁰ John Fahey, "Daniel Corbin and the Spokane Falls & Northern Railway," *HistoryLink.org*. <https://historylink.org/File/7528>, accessed April 2022.

³¹ "Chester W. Chapin Was Noted Business Man and Yachtsman," *The Tampa Tribune*, November 17, 1922:9.

³² "Martin Woldson is Breslin Owner," *Spokane Chronicle*, February 22, 1935:9. "Bargain and Sale Deed," by Trustee for Julie Chapin Hodges under the will of Chester W. Chapin to Martin Woldson, February 23, 1935.

³³ "Improve Breslin Building," *The Spokesman Review*, December 8, 1928:6.

³⁴ "Martin Woldson is Breslin Owner," *Spokane Chronicle*, February 22, 1935:9.

³⁵ "Decades Biggest Apartment Deal," *The Spokesman Review*, January 30, 1935:1. Martin Woldson also re-developed the Edwidge Apartments on Riverside in 1912, which were named after his wife, and developed the rear half of the Myrtle Apartments on W. Sprague Avenue in 1913, which were named after his daughter. Jim Kolva, *Myrtle Apartments Spokane Register of Historic Places Nomination*, April 13, 2020 (listing date).

stating that the sale of the building was the first for an apartment of its size and class since 1925, indicating an upturn in the market.³⁶

Woldson, who immigrated from Norway in 1882, began his career as a contractor in the railroad industry, working in Montana in 1900 and in Spokane by 1910.³⁷ In 1920 he called himself a contractor for roads and highways.³⁸ In 1930, when he was 65, he referred to himself as retired. In 1940 he listed his profession as a manager in manufacturing.³⁹

Over the course of his career he was president of the General Construction Company, owned the Golden Age Brewery, and had interests in mines in Idaho and Alaska and railroads in Montana and Canada.⁴⁰ He also owned a collieries (coal mine and associated buildings) in British Columbia, an enterprise that Chester W. Chapin also had an interest in. He was also a purchasing agent for the Kelley-Clarke Company, a national company that acted as manufacturers' agents, exporters and importers, and wholesale grocery brokers.⁴¹ Woldson died in 1958 at the age of 94. Management of his business affairs was inherited by his daughter Myrtle Woldson.

Woldson married Edwidge Louise Woldson of Montana in 1909 and had two children, Myrtle Edwidge, who was born in 1910, and Francis M., who was born in 1913. He and his family lived at 903 S. Adams in the 1920s through at least 1940, in a Tudor Revival house that was valued at \$10,000 in 1930.⁴² Beginning in the late 1940s he lived at 526 W. Sumner Avenue in a house designed in 1915 by Albert Held. His daughter Myrtle continued to live in this house after her father's death.

Woldson's daughter Francis married Kenneth W. Howser in 1940. Myrtle did not marry and followed in her father's footsteps as a businesswoman, specializing in real estate investments. She was known for her philanthropy. Ms. Woldson contributed to the renovation of the Martin Woldson Theater at The Fox and the Moore-Turner Heritage Gardens in the name of her parents.⁴³ Edwidge Woldson Park (formerly Pioneer Park), which is below her former home on Cliff Drive in the Marycliff/Cliff Park Historic District, was re-named by the Spokane Park Board in recognition of Myrtle Woldson's donation to the Moore-Turner Heritage Garden.⁴⁴ Upon her death in 2014 she left money to design and build the Myrtle Woldson Performing Arts Center on the Gonzaga

³⁶ Ibid.

³⁷ U.S. Census, 1900, 1910.

³⁸ U.S. Census, 1920.

³⁹ U.S. Census, 1940.

⁴⁰ Compau, 1986:Section 8:4.

⁴¹ "Kelley-Clarke Co., Spokane, Wn." (Ad), *The Spokesman-Review*, September 11, 1921:41.

⁴² U.S. Census, 1930. He had previously lived at 1620 9th Avenue.

⁴³ "Woldson, Myrtle, 1910-2014" (obit.), *The Spokesman-Review*, April 20, 2014.

⁴⁴ Jim Kolva, *Myrtle Apartments Spokane Register of Historic Places Nomination*, April 13, 2020:Section 8, page 14.

University campus, which she had also supported over the years.⁴⁵ Ms. Woldson died in 2014 at the age of 104.

Later building owners were as follows, according to building permit records,⁴⁶ The Breslin was owned by Anthony, Baker & Burns, an insurance company, in the 1950s, up until at least 1960. It was owned from about 1961 to 1973 by the Jenkins Agency, another insurance company. Washington Trust Bank bought the building about 1973 and was listed as its owner through the mid-1990s, with the possible exception of the mid-1980s, when it was owned by Fred S. James Company, an insurance broker.⁴⁷ According to Assessor records, ownership of the building turned over again in 2007 or 2008, 2014 and 2019. The present owners bought the building in 2021.⁴⁸

Architect Albert Held

The architect for The Breslin was Albert Held and the builder/contractor was L.B. Kerrick. Held was highly regarded in the 23 years that he worked as an architect in Spokane, in which he, “Planned and superintended erection of many of Spokane’s best residences, school buildings, apartment houses, business buildings and industrial plants.”⁴⁹ He became especially well known for his apartment buildings, which was a new building type in early twentieth century Spokane.

Albert Held was born in 1866 in New Ulm, Minnesota to Albert, Sr., a carpenter and joiner, who had immigrated from Germany in 1853, and his wife Christine H., who immigrated in 1857.⁵⁰ At the time of the 1880 census, young Albert was 14 and living at home with six brothers and sisters. He was listed as an apprentice mechanic.⁵¹

Albert pursued a technical course at the State University at Minnesota. He also studied architecture in St. Paul, according to the 1906 *Sketches of Washingtonians*.⁵² He worked as a draftsman in Minnesota before relocating to Spokane after the fire of 1889.⁵³ Once in Spokane, he briefly worked for Herman Preusse as a draftsman. In 1890 he formed a

⁴⁵ McCulloh, Dr. Thayne M., With Appreciation and Deep Gratitude for Miss Myrtle E. Woldson,” (ad) *The Spokesman-Review*, May 6, 2014:A7.

⁴⁶ City of Spokane, “Building Permits – 729 S. Bernard Av,” Pre-1993 Permit Archive, accessed April 2022.

⁴⁷ According to a 2003 survey of The Breslin and the 1986 nomination of the property, it continued to be owned by the Woldson family. This is inconsistent with building permit records.

⁴⁸ Spokane County Assessor records.

⁴⁹ “Who’s Who on the Pacific Coast, 1913,” *Ancestry*,

https://www.ancestry.com/search/collections/2227/?name=Albert_Held&birth=1866-3-25, accessed April 2022.

⁵⁰ U.S. Census, 1900.

⁵¹ U.S. Census, 1880.

⁵² “Albert Held (Architect),” *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

⁵³ Nelson W. Durham, *History of the City of Spokane and Spokane County, Washington: from its earliest settlement to the present time*. Chicago, IL: S.J. Clarke Pub. Co., 1912:200.

partnership with Johann Zittel, which they called Held and Zittel.⁵⁴ He opened his own office about 1902.⁵⁵

One of Held's most impressive early buildings is the Renaissance Revival Holley-Mason Building (S. 157 Howard Street), Spokane's first reinforced concrete building, which was extensively documented in *The Spokesman-Review*, and touted for its progressive design and fireproof qualities.⁵⁶ Additional early buildings include the Palace department store (no longer extant),⁵⁷ the Home Telephone building of reinforced concrete, the North Central high school (no longer extant), the Marshall-Wells Company storehouse, the Realty building, the Terminal Station, and all the work on the Inland Empire system.⁵⁸ According to historian Nelson W. Durham, writing in 1912, he was also the architect of the new gas works, Centennial Mills, St. Luke's Hospital, the State Veterinary Hospital, the interior of the Sacred Heart Hospital above the third floor, the Spokane Athletic Club, and the Webster and Lincoln schools. Apartment buildings for which he was responsible in these early years were the new Knickerbocker apartments ("the finest ever erected in the far west") and the San Marco and The Breslin apartments. Held's Bachelor Apartments on Howard between Sixth and Seventh Avenues was underway by 1909. He also designed residences for James Clark, C. H. Reeves, E.D. Sanders, and William F. Zimmerman, among others. He was additionally a director of the Exchange National Bank.⁵⁹

Held designed warehouses for the following companies by 1909: the Kelley-Clarke Company, the Benhan & Griffith Company, the E.L. Gordon Company, and the John W. Graham and Company. In addition to Centennial Mill, he designed the following manufacturing plants: the Inland Brewing Company, Spokane Brewing and Malting Company, and the Spokane Bakery Company. He also designed numerous railroad facilities in Spokane, Rathdrum, and Newport.⁶⁰

⁵⁴ Zittel would later form a partnership with Preusse called Preusse and Zittel, Architects, which was in effect from 1893 to 1910. "Julius Albert Johann Zittel (Architect)," Pacific Coast Architecture Database, <https://pcad.lib.washington.edu/person/3449/>, accessed April 2022.

⁵⁵ "Albert Held (Architect)," Pacific Coast Architecture Database, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

⁵⁶ "Spokane's First Reinforced Concrete Building," February 17, 1907:13. Linda Yeomans, *Holley-Mason Building Spokane Register of Historic Places Nomination Form*, October 10, 1998.

⁵⁷ Tinsley, Jesse, "Then and Now: The Palace and J.C. Penney," Mon., Dec. 31, 2018.

⁵⁸ Durham, 1912:201.

⁵⁹ Nelson W. Durham, *History of the City of Spokane and Spokane County, Washington: from its earliest settlement to the present time*. Chicago, IL: S.J. Clarke Pub. Co., 1912:200-201. Numerous buildings by Albert Held are named and referenced in maps and photographs in the *Pacific Coast Architecture Database*: <https://pcad.lib.washington.edu/person/3810/>. Additional buildings are named in the article, "Albert Held, Architect," in *The Spokesman-Review*, June 17, 1909:90. See also the Spokane Register nomination for the Ammann Apartments: Linda Yeomans, *Ammann Apartments Spokane Register of Historic Places Nomination*, November 20, 2019.

⁶⁰ "Albert Held, Architect," *The Spokesman Review*, June 17, 1909:90.

One of Held's early honors was to have three of his buildings featured, with photographs, in the 1908 issue of *Western Architect*, a publication of the American Institute of Architects.

The work of Albert Held was the topic of the 1986 *Apartment Buildings by Albert Held Thematic Group*, by which four apartments by Held were listed in the National Register of Historic Places.⁶¹ The nomination recognized the quality and diversity of Held's multi-family apartment buildings, from the two-and-one-half story Ammann Apartments on Riverside Avenue, between the Riverside Avenue and Browne's Addition historic districts; to the three-story San Marco apartments at Riverside and Sprague, within the Riverside Avenue Historic District; to the three-story Knickerbocker apartment building at W. Fifth Avenue and S. Howard Street; to the six-story Breslin. They were constructed between 1904 to 1911, from perhaps the first apartment building in the city (The Ammann) to the largest before World War II (The Breslin).⁶² While Held designed many building types and was considered one of Spokane's most distinguished architects, he "was a master of apartment house design and was among the first in Spokane to . . . devote his talents to the new building type," according to the National Register nomination.⁶³

He married Kate C. Logan Held, who was from Michigan, in 1903. Between 1910 and 1920 Held's mother-in-law, Melinda Benharn, also lived with them. In 1910, when they lived at 416 River Road, they had two servants, a maid and a gardener, and in 1920 they had a housekeeper.⁶⁴ They lived at 364 S. Coeur d'Alene Street between 1913 and 1920.⁶⁵ In the late 1930s they lived at W. 2306 Pacific Avenue.

In addition to his architectural practice, Held was on the Board of Directors for the Exchange National Bank beginning about 1913 and served as a member of the Board of Park Commissioners beginning about 1913. He became a member of the Architectural Association of Spokane about 1906 and enrolled in the Washington Chapter of the American Institute of Architects in 1913.⁶⁶ Held also belonged to many clubs and organizations, including the Spokane Club, the Spokane Amateur Athletic Club, and the Chamber of Commerce.⁶⁷ Held died in Portland, Oregon, where he was being treated for bladder cancer, on June 28, 1924, at the age of 48.⁶⁸

⁶¹ Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986.

⁶² Compau, 1986:Section 1:1-6. Note that the construction date of The Breslin is seen as 1910 in this document.

⁶³ Compau, 1986:Section 8:1.

⁶⁴ U.S. Census, 1910, 1920.

⁶⁵ "Albert Held (Architect)," *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

⁶⁶ "Albert Held (Architect)," *Pacific Coast Architecture Database*, <https://pcad.lib.washington.edu/person/3810/>, accessed April 2022.

⁶⁷ Ibid.

⁶⁸ "Albert Held is Taken by Death," *The Spokesman-Review*, June 29, 1924:5.

Contractor L.B. Kerrick

The contractor for The Breslin was L.B. Kerrick. Kerrick was a Spokane area builder who is credited with building commercial, institutional and residential buildings in the first two decades of the twentieth centuries. He also was involved in some single-family residential real estate speculation. Among the projects that he built are Holy Trinity Church (1912); a new wing for St. Luke's Hospital (1912); a remodel for the Sherman Clay building in downtown Spokane in reinforced concrete, for which he managed a crew of 20 laborers (1914); the state bank building in Moscow (1920); and various residences. He also built the 1915 residence for Martin Woldson at 526 W. Summit, which was designed by Albert Held in the "Old English" style.⁶⁹

⁶⁹ *The Spokesman-Review*, various issues.

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Figure 1: Site location map, Spokane NW 7.5 minute quadrangle

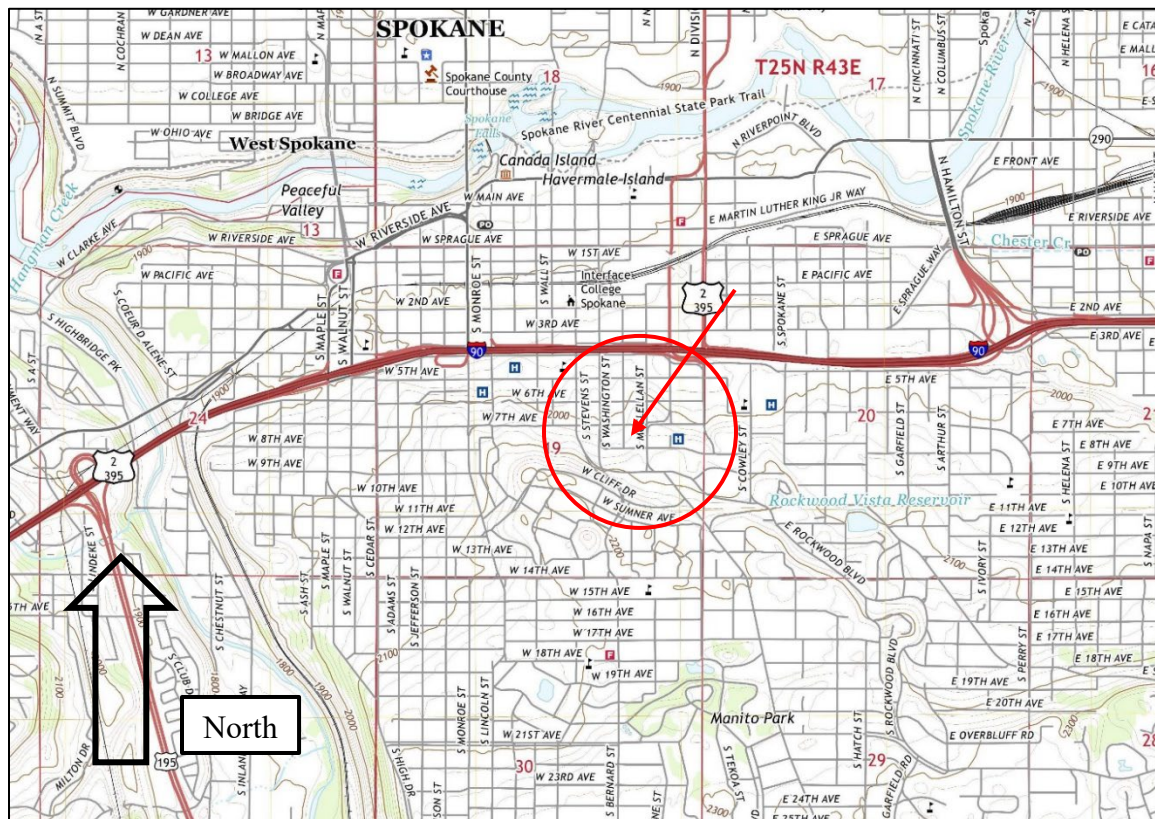
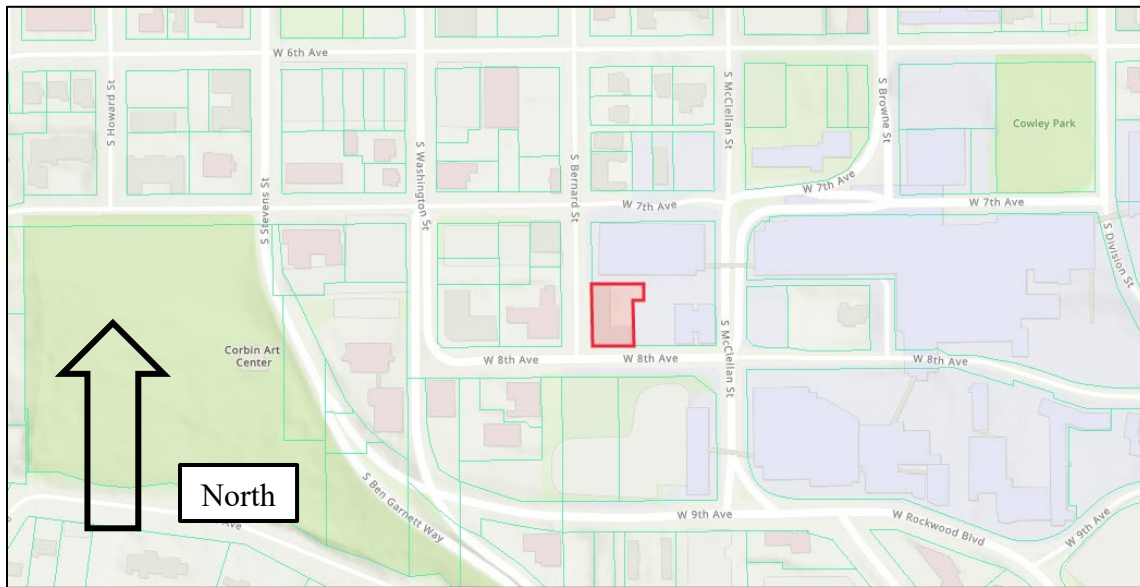
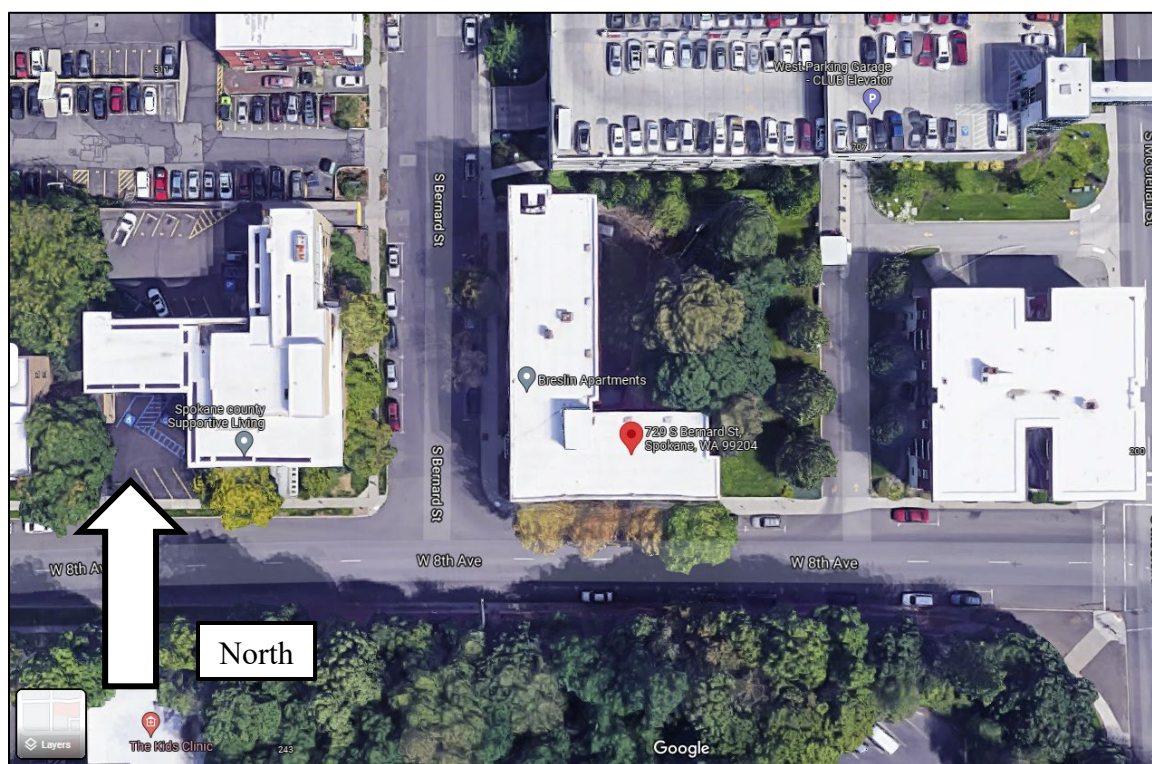


Figure 2: Site parcel map



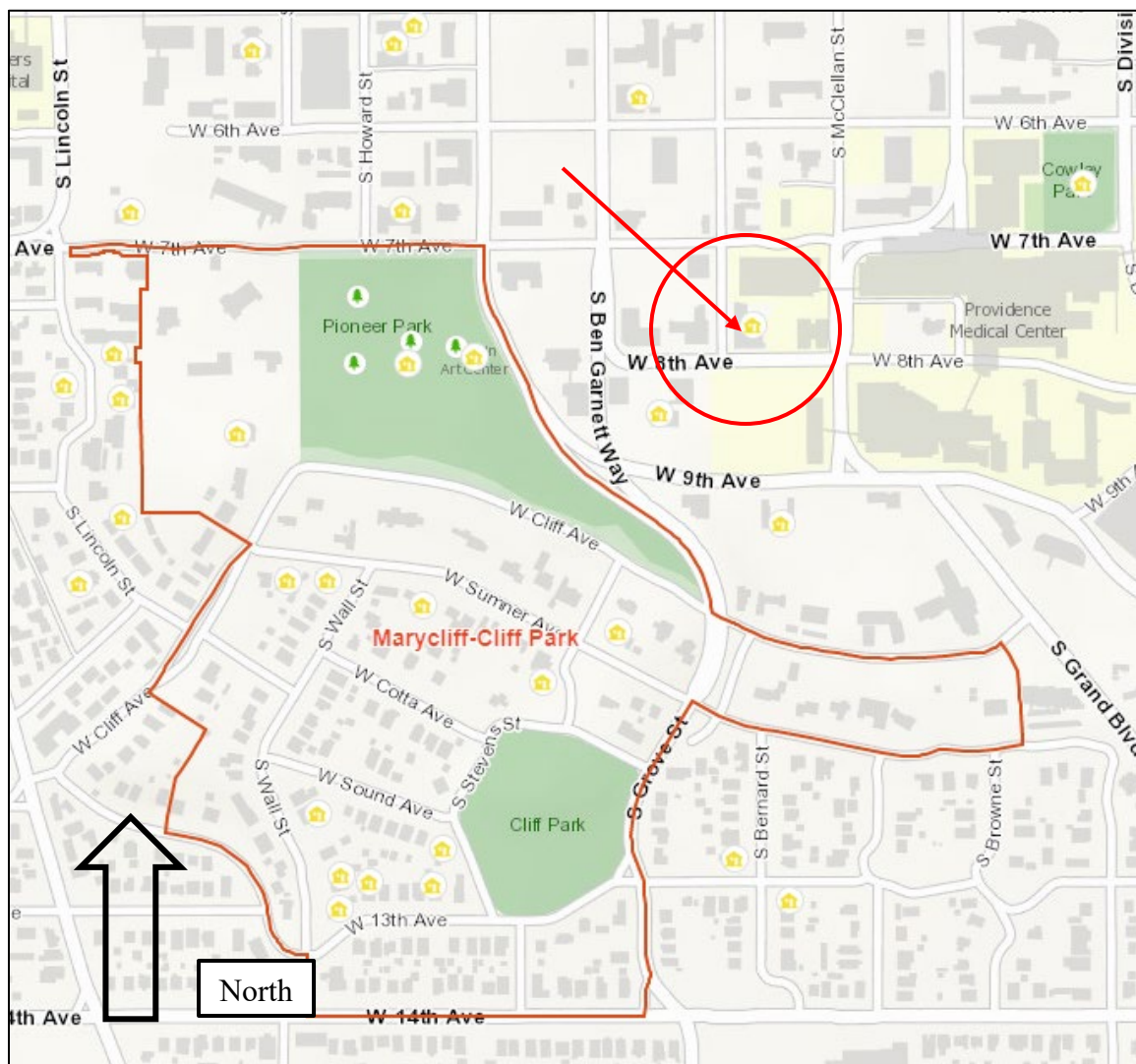
Source: Spokane County Assessor

Figure 3: Aerial site plan



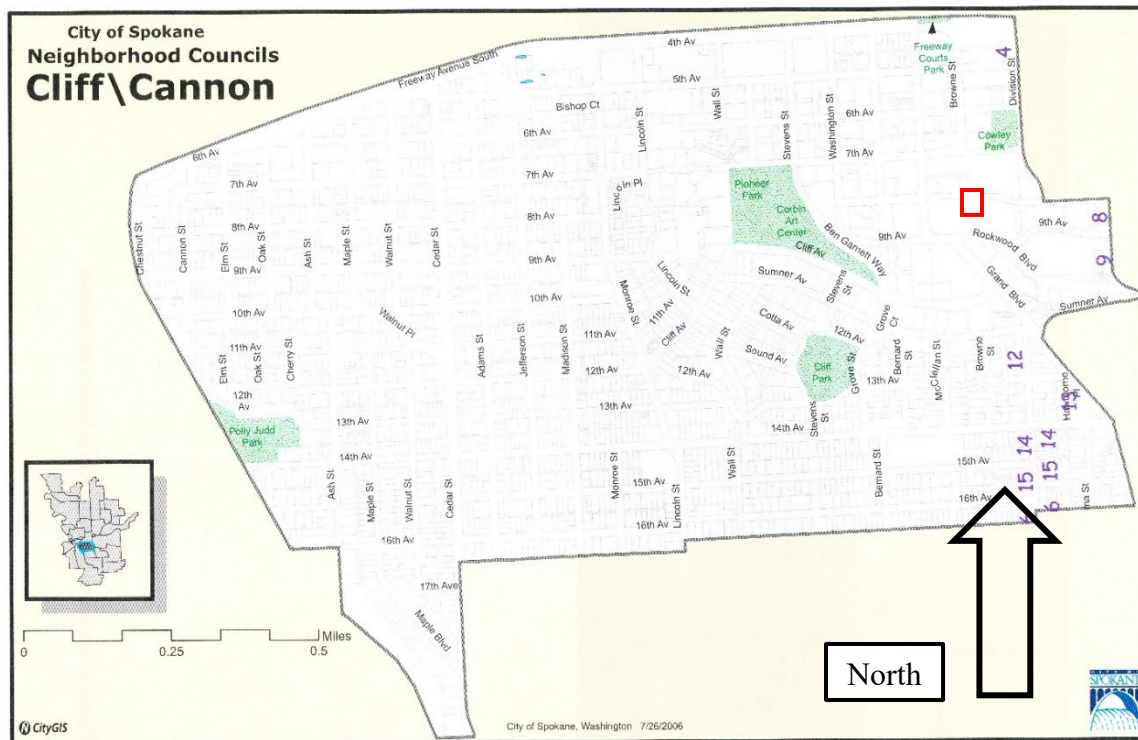
Source: Google Maps

Figure 4: Property's relationship to Marycliff-Cliff Park Historic District



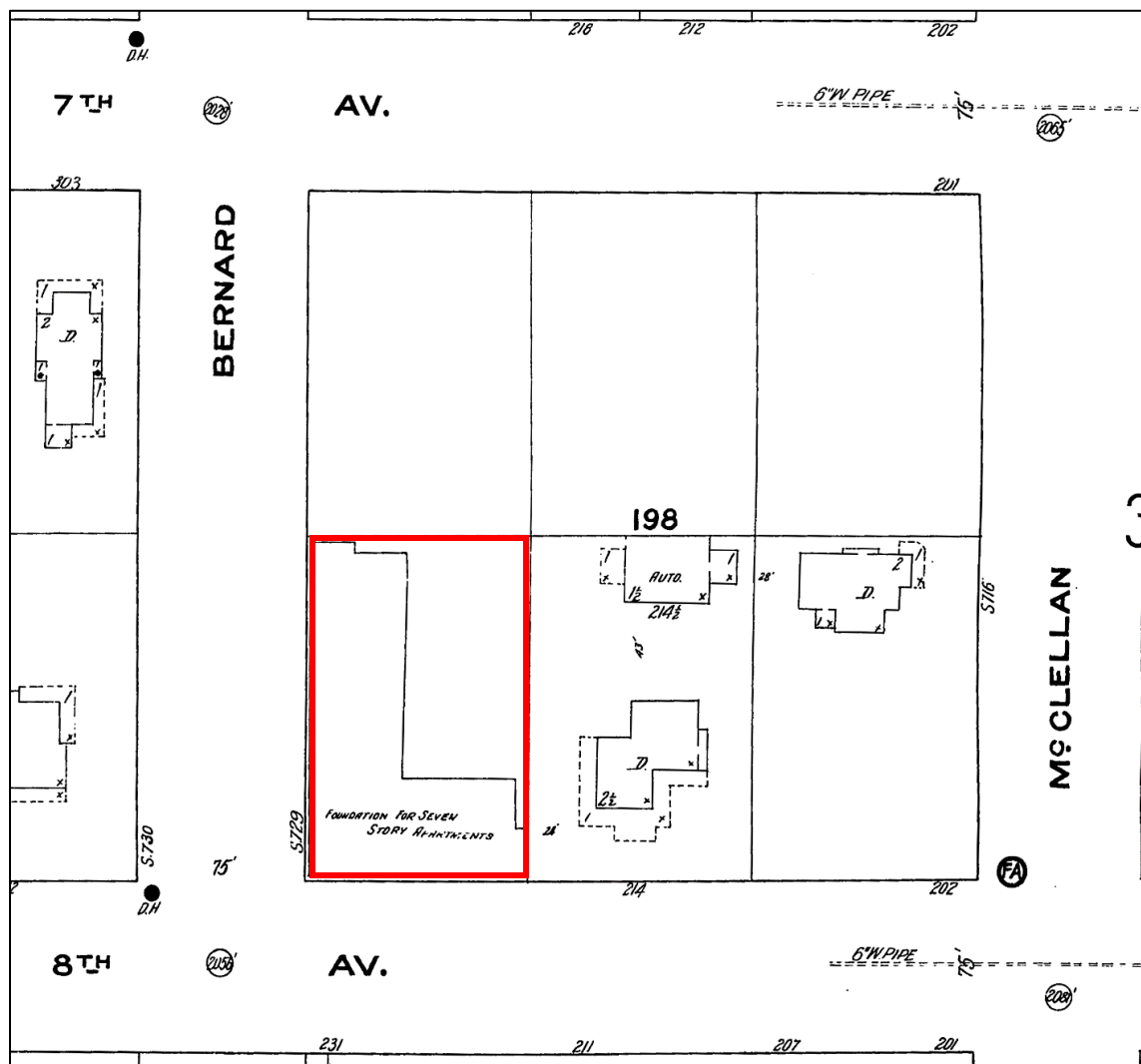
Source: Spokane City/County Historic Preservation Office

Figure 5: Property's relationship to the Cliff/Cannon neighborhood



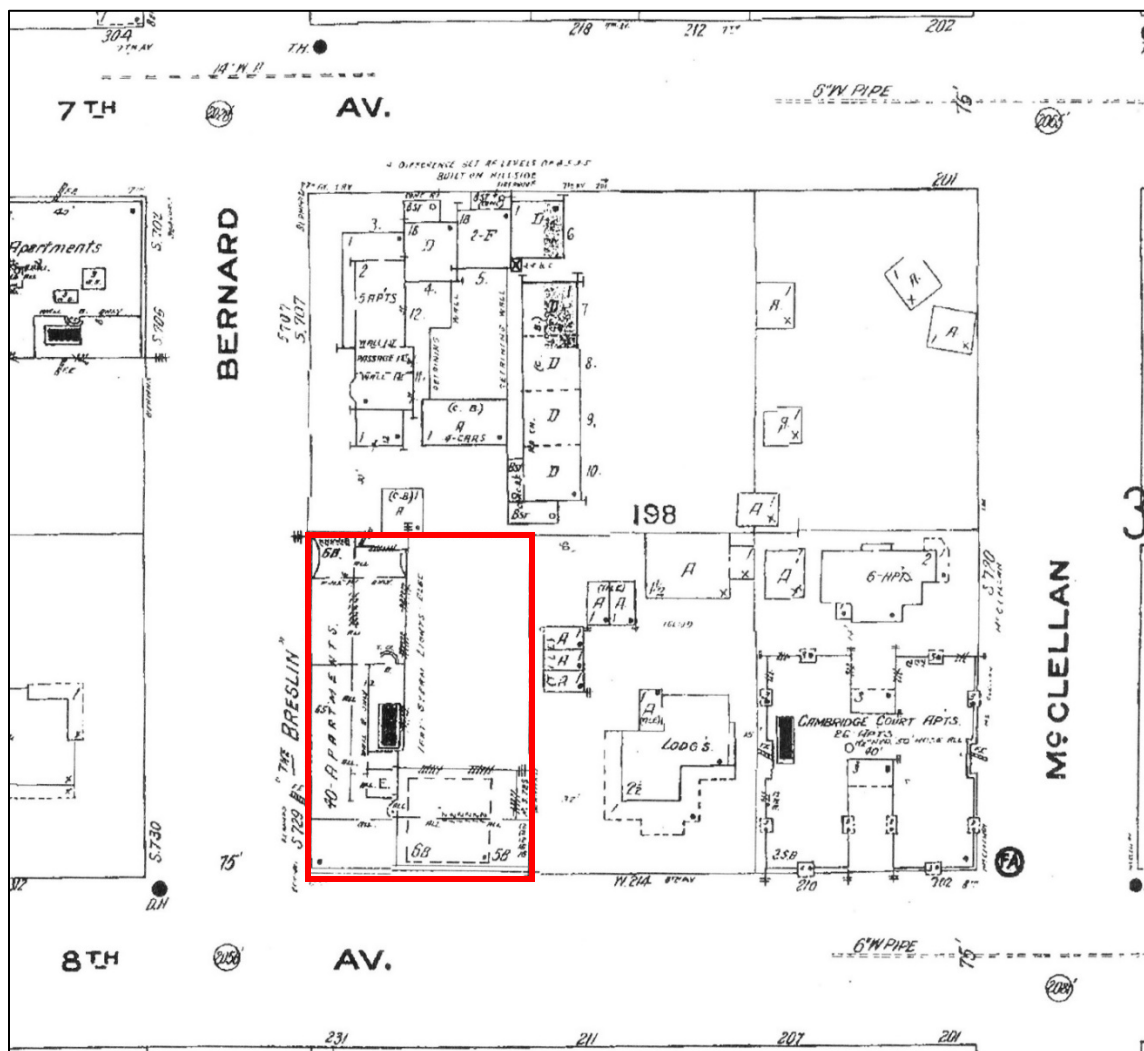
Source: City of Spokane

Figure 6: Sanborn Fire Insurance map, 1910, shows foundation in place



Source: Sanborn Fire Insurance maps

Figure 7: Sanborn Fire Insurance map, 1910 updated to 1950



Source: Sanborn Fire Insurance maps

Figure 8: Announcement for the construction of The Breslin



Source: The Spokesman-Review, May 15, 1910

Figure 9: Article announcing the building's progress



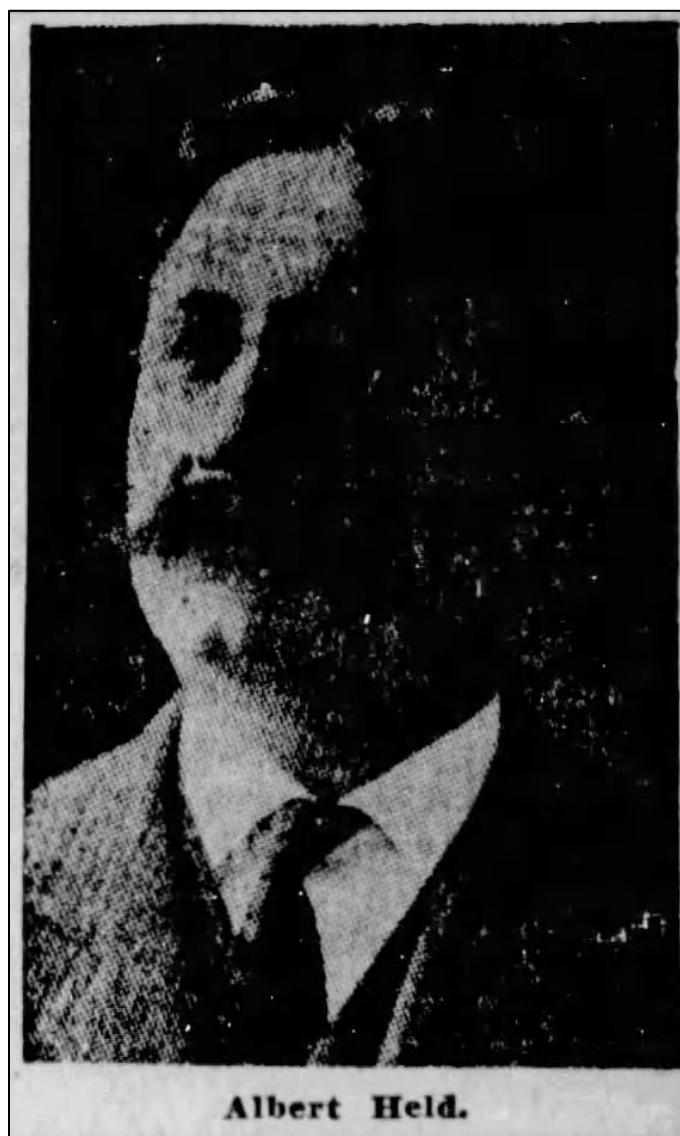
Source: The Spokesman-Review, August 14, 1910

Figure 10: The Breslin rents in record time



Source: The Spokesman-Review, February 5, 1911

Figure 11: Albert Held in 1910



Source: The Spokesman Review, August 14, 1910

Figure 12: Advertisement for The Breslin, 1912

The Beautiful Breslin

A Home in the Breslin
All the Pleasure and Comfort Without the Inconvenience—and at Reduced Rentals

The elaborate 6-room suites may now be had for \$50; prices thence down as low as \$35.

Suites are separated by sound-proof partitions; all rooms are outside; open sanitary plumbing; awnings, shades and screens. Every apartment has dumb waiter, gas range, refrigerator, etc. Electric day and night elevator. Servants' rooms in basement. Large, airy rooms. Vacuum heating plant. Perfect janitor service. It's the PERFECTION of apartment construction and maintenance. For reservations, floor plans and guide through building apply to

Elmendorf & Elmendorf
Agents
S5 HOWARD Bell M. 35 Home A1537

Source: *The Spokesman-Review*, July 7, 1912

Figure 13: The Breslin, ca 1940 (note covered roof garden)



Source: The Northwest Museum of Arts & Culture

Photo 1: Front (west) and south side facades, looking northeast



Photo 2: South side façade, looking north



Photo 3: Rear (east) façade, looking west



Photo 4: Rear (east) façade (partial), looking west



Photo 5: Rear (east side) yard



Photo 6: North side façade, looking south



Photo 7: Entry detail, west facade



Photo 8: Entry detail, west façade, looking southeast



Photo 9: Front (west) façade showing garage door and typical windows



Photo 10: Entry vestibule with tile detail



Photo 11: Entry stair



Photo 12: Public hallway, typical



Photo 13: Mail room, looking east



Photo 14: Public hallway, typical



Photo 15: Exterior wall, basement



Photo 16: Apartment room, typical



Photo 17: Dining room, looking toward living room



Photo 18: Interior apartment hallway, typical



Photo 19: Kitchen (not typical)



Photo 20: Culmstock Arms, looking east toward The Breslin (on right)



Photo 21: The Breslin (on left), looking east



Photo 22: Spokane County Community Services (Breslin on right)



Photo 23: The Culmstock Arms at W. 8th and Washington, looking north



Photo 24: Looking west from Culmstock Arms



Photo 25: View southwest of The Breslin, Glover Mansion in the center



Photo 26: View south up W. 8th Avenue towards The Breslin (on left)



Photo 27: Hospital parking garage north of The Breslin, looking southeast



Photo 28: View north on S. Bernard, The Breslin on right



Photo 29: Apartment building northwest of The Breslin, looking northwest





Agenda Sheet for City Council Meeting of:
08/15/2022

<u>Date Rec'd</u>	8/3/2022
<u>Clerk's File #</u>	OPR 2020-0061
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JENN CERCEDES 6055	<u>Project #</u>	
<u>Contact E-Mail</u>	JCERCEDES@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680- EXTEND HOC COVID CONTRACT THROUGH DEC 31ST, 2022		

Agenda Wording

We have some unspent funds in our ESG-CV dollars and are requesting approval to extend HOC's ESG-CV contract through December 31st 2022.

Summary (Background)

The 6 month extension is for a total of \$280,409.63 for the prevention and response to COVID-19 at the House of Charity (HOC) shelter. This requested funding will provide financial support for the continuation of 35 socially distanced shelter beds, maintaining HOC's current overall capacity of 135 beds.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HALL, JOHN E.	<u>Study Session\Other</u>	7/11/22 UE
<u>Division Director</u>	HALL, JOHN E.	<u>Council Sponsor</u>	CM Karen Stratton
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	efinch@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jehall@spokanecity.org	
<u>Additional Approvals</u>		jcerecedes@spokanecity.org	
<u>Purchasing</u>		kclifton@spokanecity.org	
		dnorman@spokanecity.org	

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS																				
Contact Name & Phone	Jenn Cerecedes																				
Contact Email	jcerecedes@spokanecity.org																				
Council Sponsor(s)																					
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																				
Agenda Item Name	Extend HOC COVID Contract through Dec 31 st , 2022.																				
Summary (Background)	<p>We have some unspent funds in our ESG-CV dollars and are requesting approval to extend HOC's ESG-CV contract through December 31st 2022.</p> <p>The 6 month extension is for a total of \$280,409.63 for the prevention and response to COVID-19 at the House of Charity (HOC) shelter.</p> <p>This requested funding will provide financial support for the continuation of 35 socially distanced shelter beds, maintaining HOC's current overall capacity of 135 beds. The funds will support the following activities:</p> <ul style="list-style-type: none"> • Operations: inclusive of maintenance and security staff, food, shelter supplies and indirect costs. • Essential services: inclusive of case management support and indirect costs. • Program administration: inclusive of administrative oversight to support healthy sheltering operations, the implementation of on-site I/Q space to address COVID-19 and indirect costs. <table style="margin-left: 40px;"> <tr> <td>Shelter Operations</td><td style="text-align: right;">\$ 87,942.95</td></tr> <tr> <td>Operations</td><td style="text-align: right;">\$ 79,948.14</td></tr> <tr> <td>Indirect Costs</td><td style="text-align: right;">\$ 7,994.81</td></tr> <tr> <td>Essential Services</td><td style="text-align: right;">\$ 184,216.68</td></tr> <tr> <td>Essential Services</td><td style="text-align: right;">\$ 167,469.71</td></tr> <tr> <td>Indirect Costs</td><td style="text-align: right;">\$ 16,746.97</td></tr> <tr> <td>Administration</td><td style="text-align: right;">\$ 8,250.00</td></tr> <tr> <td>Administration</td><td style="text-align: right;">\$ 7,500.00</td></tr> <tr> <td>Indirect Costs</td><td style="text-align: right;">\$ 750.00</td></tr> <tr> <td>Total</td><td style="text-align: right;">\$ 280,409.63</td></tr> </table>	Shelter Operations	\$ 87,942.95	Operations	\$ 79,948.14	Indirect Costs	\$ 7,994.81	Essential Services	\$ 184,216.68	Essential Services	\$ 167,469.71	Indirect Costs	\$ 16,746.97	Administration	\$ 8,250.00	Administration	\$ 7,500.00	Indirect Costs	\$ 750.00	Total	\$ 280,409.63
Shelter Operations	\$ 87,942.95																				
Operations	\$ 79,948.14																				
Indirect Costs	\$ 7,994.81																				
Essential Services	\$ 184,216.68																				
Essential Services	\$ 167,469.71																				
Indirect Costs	\$ 16,746.97																				
Administration	\$ 8,250.00																				
Administration	\$ 7,500.00																				
Indirect Costs	\$ 750.00																				
Total	\$ 280,409.63																				
Proposed Council Action & Date:	Requesting approval to extend this contract by the amount listed above from July 1 st , 2022 through December 31 st , 2022.																				
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring																					

Specify funding source: Existing unspent ESG-CV funds

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

We have a disproportionate percentage of BIPOC populations who are experiencing homelessness, reducing these beds would have a negative impact 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?

We will use CMIS to collect and report on data

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

CMIS will be the data collection method and report on project performance.

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

This proposal aligns with the 5 year strategy to end homelessness.

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

OPR 2022-0580

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

TREY GEORGE 625-7908

Project #**Contact E-Mail**

JGEORGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4330 - SFAP GRANT FUNDING FOR BIORETENTION SOIL MEDIA STUDY

Agenda Wording

Request to accept grant funding in the amount of \$300,000 with a 25% match requirement to perform a stormwater study per the Ecology TAPE program in partnership with Spokane County and the City of Spokane Valley.

Summary (Background)

This Stormwater Financial Assistance Program (SFAP) grant is offered to the City as Lead Entity for a cooperative effort with Spokane County and City of Spokane Valley to perform a stormwater treatment soil study. Grant match costs will be split equally by the partners under an MOU. The grant application was presented to committee in September 2021 and submitted in October 2021. Ecology offered the grant in July 2022 and committee was presented the grant offer for consent on July 25, 2022.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 300,000.00

4330-98817-99999-33431-99999

Select \$

#

Select \$

#

Select \$

#

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

LOWDON, MICHAEL

Study Session\Other

PIES 7/25/2022

Division Director

FEIST, MARLENE

Council Sponsor

CM KINNEAR

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

rgennett@spokanecity.org

Additional Approvals

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Purchasing

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**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

sjohnson@spokanecity.org

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Wastewater Management – Sewer Maintenance
Contact Name & Phone	Trey George – 509-625-7908
Contact Email	jgeorge@spokanecity.org
Council Sponsor(s)	Lori Kinear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: ____ 0 min ____
Agenda Item Name	Consent to accept WQC-2023-Spokane-00120 grant offer
Summary (Background)	<p>An application for a water quality grant to cooperatively perform with the Spokane County and the City of Spokane Valley, a TAPE study titled Bioretention Soil Media Study: Development of Non-Vegetated BMPs. The City of Spokane was identified as the Lead Entity in the application. The PIES Committee provided consent for the application on September 27, 2021, and the grant application was submitted to Ecology in October 2021.</p> <p>The funding offer by Ecology for grant application number WQC-2023-Spokane-00120 has been received for \$300,000 of reimbursable costs, which require a 25% match, where total estimated project costs are \$400,000. One third of up to \$100,000 (\$33,000), will be the estimated costs for Spokane County, City of Spokane Valley, and City of Spokane to cooperatively perform the TAPE study.</p> <p>The project proposed to study the treatment efficacy of swales with engineered soils, but no vegetative cover, for the removal of aqueous metals and nutrients such as phosphorous. The focus of the proposed study is to evaluate the effectiveness of the two engineered soils to determine if they can achieve the TAPE treatment performance criteria without vegetation. Results from this study will be used to support the development of a modified bioretention best management practice that is approved for general use for stormwater treatment. Implementation of this technology as an approved stormwater treatment method will allow stormwater facilities to eliminate turf grass as a surface treatment, and support the City's water conservation goals while continuing to provide treatment that is necessary for stormwater runoff.</p>
Proposed Council Action & Date:	PIES on July 25, 2022 City Council on August 1, 2022
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Utility rates for 25%, Ecology for 75% Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) 25% match, 75% grant	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

No impact

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?

No applicable

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

The Department of Ecology TAPE program has a rigorous QA/QC program that requires thorough plans to be submitted for Ecology approval, and regular status updates to ensure the projects stay on course.

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

This project will provide another tool to manage stormwater that will also support water conservation goals.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

July 1, 2022

James George
City of Spokane
909 E. Sprague Ave.
Spokane, Washington 99202

jgeorge@spokanecity.org

**Re: Bioretention Soil Media Study: Development of Non-Vegetated BMPs,
WQC-2023-Spokane-00120
*State Fiscal Year 2023 Final Water Quality Funding Offer List and Intended Use Plan***

Thank you for your time and effort in applying to Ecology for funding for your water quality project in the State Fiscal Year 2023 (SFY23) Funding Cycle. I am pleased to inform you that your project has been selected for funding. Please review the following information closely for more details.

On June 30, 2022, Ecology published the [SFY23 Final Water Quality Funding Offer List and Intended Use Plan](#)¹⁶⁷ (Final List). The Final List describes the projects and funding for the SFY23 Funding Cycle from the Centennial Clean Water Program (Centennial), the Clean Water Act Section 319 Nonpoint Source Fund (Section 319), the Stormwater Financial Assistance Program (SFAP), the Clean Water State Revolving Fund (CWSRF), and new federal funding provided to the CWSRF through the Bipartisan Infrastructure Law (BIL).

On November 15, 2021, President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), which Ecology estimates could provide nearly \$200 million in new funding to Washington's CWSRF over the next five years. For this SFY 2023 Final List, Washington's CWSRF has been allocated a total of \$31 million in BIL funds, awarded as part of the CWSRF, and focused on supporting small financially disadvantaged community projects.

Ecology evaluated 124 applications from local governments, tribes, conservation districts, other

¹⁶⁷ <https://apps.ecology.wa.gov/publications/documents/>

public entities, and qualified not-for-profit organizations. Funding requests totaled approximately \$413 million. To ensure funds are committed to the highest priority projects, Ecology water quality specialists evaluated and scored all eligible project proposals. Scores were compiled, and a statewide priority list was developed. Projects proposed for funding are based upon the priority list, the type of project, and the funding source.

After rating and ranking all eligible proposed projects and providing support for three additional small financially disadvantaged community phased projects, Ecology offered approximately \$317 million to 124 projects. Detailed information on all proposals received and offered funding can be found in Appendix 1 in the Final List.

A record of scores and evaluator comments are provided in the Evaluation Scorecard Report available through Ecology's Administration of Grants and Loans (EAGL) system. Applicants are strongly encouraged to review the report, as it will help applicants understand the strengths and weaknesses of their application. In addition, reviewing the report will help applicants become aware of any concerns about unclear costs or tasks and/or possible ineligible components; unclear costs or tasks and/or ineligible components may significantly delay the development of a funding agreement. To obtain the Evaluation Scorecard Report, follow these steps.

- Go into your application in EAGL.
- While in the Application Menu, click "View Forms" in the "View, Edit and Complete Forms" section.
- Scroll down the list of forms to near the bottom.
- Click on "Evaluation Scorecard (External)" in the "Screening/Evaluation/Offer" section.
- Follow the prompts for opening or saving a PDF copy of the report.

I am pleased to inform you that your project is being offered funding of up to \$300,000, including:

- A \$0 from CWSRF for a term of N/A years at a N/A percent interest rate.
- A \$0 Forgivable Principal loan from CWSRF that will not be required to be repaid.
- A \$300,000 grant from SFAP.
- A \$0 grant from Centennial.
- A \$0 grant from Section 319.

The final funding amount awarded for your project will be based on negotiations between you and Ecology regarding the project scope of work, budget, technical considerations, reasonableness of cost, and eligibility determinations.

Based on your application, project type, and fund source, various conditions of funding will

apply; these will be addressed during the agreement negotiation process. For information on conditions that may apply, please see Ecology's [SFY23 Funding Guidelines](#)¹⁶⁸ and the footnotes assigned to your project in Appendix 1 in the Final List.

All projects require cultural resources review, and most projects require environmental review. Please be aware of the requirements for your project, and implement the project schedule accordingly. If you have specific questions, please contact Environmental and Cultural Resource Coordinator, Liz Ellis, at liz.ellis@ecy.wa.gov or (360) 628-4410 or Seth Elsen, at seth.elsen@ecy.wa.gov, (564) 999-1177.

Ecology is committed to negotiating and signing a funding agreement no later than January 31, 2023. To meet this timeline and ensure timely use of limited state and federal funds, it is essential that negotiations and funding agreement development begin as soon as possible. Please see the typical negotiation timeline on the last page of this letter.

Ecology assigned the following Grant and Loan Project Management Team for your project:

Annie Simpson	ERO	Ecology Project Manager	(509) 413-7096
Michelle Myers	Headquarters Office, Lacey	Ecology Financial Manager	(360) 628-4067

Ecology's Project Manager or Financial Manager will contact you soon to schedule agreement negotiations.

Ecology appreciates your commitment to improving Washington's water quality and looks forward to working with you to complete this high priority project.

If you have any questions or concerns regarding the water quality funding programs, please contact Jeff Nejedly, Water Quality Financial Management Section Manager, at jeffrey.nejedly@ecy.wa.gov or (360) 407-6572.

Sincerely,

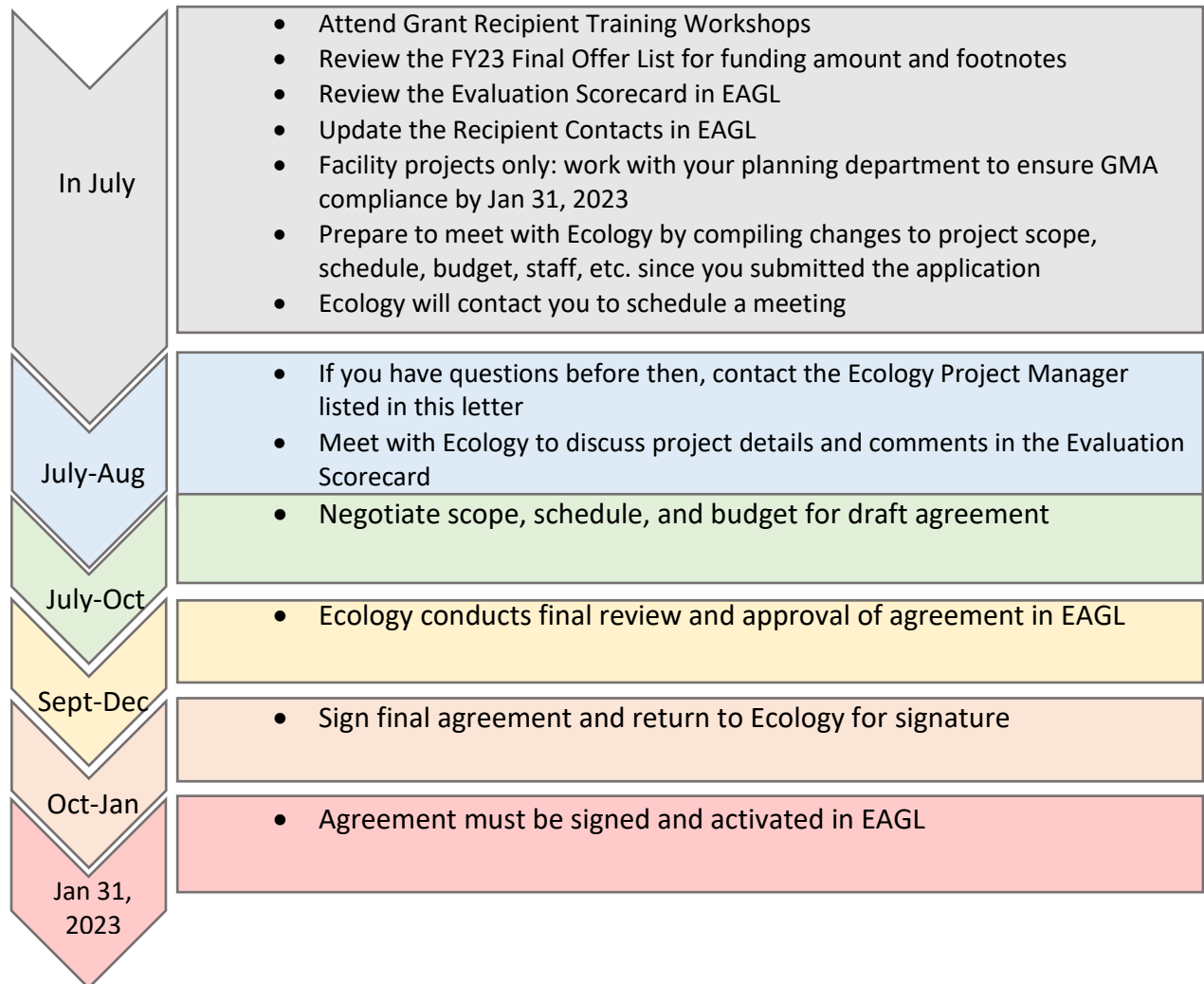


On behalf of

Vincent McGowan, P.E.
Water Quality
Program Manager

¹⁶⁸ <https://apps.ecology.wa.gov/publications/documents/2110028.pdf>

My project has been offered funds. What are my next steps?



Simpler projects may be through the process faster and more complex projects may take until Jan 2023.

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

OPR 2018-0029

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

LUIS GARCIA 509-625-6850

Project #**Contact E-Mail**

LGARCIA@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR23874

Agenda Item Name

1460-PASSPORT PARKING CONTRACT AMENDMENT

Agenda Wording

Parking Services contract amendment to extend current contract (OPR 2018-0029) until December 31, 2022 with Passport Labs, Inc. in Charlotte, North Carolina for \$25,000.

Summary (Background)

The City has offered the Passport Mobile Parking App to allow parkers to pay on-street with a mobile device since January of 2018. The City pays \$.10 for each completed parking transaction. Parking Services was in contract negotiations for a new contract with Passport Labs, Inc. as a Mobile Parking Payment System(s) Partner; however, Passport Labs, Inc. is unable to meet the requirements to integrate and receive configurations, rates and parking regulations from our integrator, ParkMobile, LLC.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$25,000

1460-21200-21710-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

Study Session\Other

8.1.22 - Public Safety

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Kinnear and Stratton

Finance

BUSTOS, KIM

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PICCOLO, MIKE

doug.rogers@passportinc.com (Contract Signer)

For the Mayor

PERKINS, JOHNNIE

meg.polak@passportinc.com,
lgarcia@spokanecity.org;**Additional Approvals**

smacdonald@spokanecity.org; jray@spokanecity.org;

Purchasingmwilliams@spokanecity.org;
korlob@spokanecity.org;

jlargent@spokanecity.org



City of Spokane

CONTRACT EXTENSION

**Title: MOBILE PAY BY PHONE PARKING
SERVICES AND E-PERMIT SYSTEM**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE**, as ("City") and **PASSPORT LABS, INC.**, whose address is, 128 S Tryon Street, Suite 2200, Charlotte, North Carolina, 28202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement for the Company agreed to provide all services and licensed software necessary for mobile payments for the City's parking program and digital permit platform; and,

WHEREAS, additional time is needed to continue service as the City transitions from the Company's mobile pay by phone services; thus, the original Contract needs to be formally extended by this written document; and

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the original agreement as follows:

1. CONTRACT DOCUMENTS.

The original Contract, dated January 17, 2018 and February 8, 2018, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Extension shall become effective on August 1, 2022 and shall run through December 31, 2022.

3. COMPENSATION.

The City shall pay **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000)** for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. DEBARMENT AND SUSPENSION.

The Company 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 Extension by having legally-binding representatives affix their signatures below.

PASSPORT LABS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

OPR 2022-0581

Renews #**Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Cross Ref #****Contact Name/Phone**

MARCIA DAVIS 625-6398

Project #**Contact E-Mail**

MDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0450 - CHIP GRANT FUNDING LIBERTY PARK TERRACE APARTMENTS

Agenda Wording

Connecting Housing to Infrastructure Program (CHIP) grant in the amount of \$680,461.00 for infrastructure improvements related to Liberty Park Terrace Apartments.

Summary (Background)

This Grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project. Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters for a period of at least 25 years as a condition of receiving the grant.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Revenue \$ 680,461.00

Select \$

Select \$

Select \$

Budget Account

4250 98864 99999 33442 99999

#

#

#

Approvals**Dept Head**

DAVIS, MARCIA

Division Director

FEIST, MARLENE

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

PIES 7/25

Council Sponsor

Beggs

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Purchasing**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis 625-6398 and George Dahl 625-6036
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Breann Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Connecting Housing to Infrastructure Program (CHIP) Grant
Summary (Background)	The City applied for a Connecting Housing to Infrastructure Program (CHIP) Grant in January 2022. This Grant is to fund utility infrastructure for the low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project and will ultimately be assigned to Liberty Park Terrace Apartments.
Proposed Council Action & Date:	Approve CHIP grant for signature
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 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? <i>Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters in Spokane's Perry District, for a period of at least 25 years, as a condition of receiving the Grant.</i>	
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? <i>Proclaim Liberty will be required to report on basic income, racial, and ethnic data for all renters once the project is completed. These reporting requirements will be a condition of public funding of the project.</i>	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?	

City staff and other public funders of the project are required to review and monitor client eligibility (income and other funder requirements) annually.

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?

Liberty Park Terrace Phase II builds new units of affordable housing for low-mod-income renters. This project aligns with multiple housing priorities, and the housing emergency declaration.



Capital Agreement with

City of Spokane

through

America Rescue Plan Act, State and Local Fiscal Recovery Funds

Connecting Housing to Infrastructure Program (CHIP)

For

Water, sewer, and stormwater infrastructure improvements connections for the second phase of the Liberty Park Terrace affordable housing project

Start date: July 1, 2021

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**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201		2. Project Address Liberty Park Terrace, Phase 2 1601 E. Hartson Avenue Spokane, WA 99202	
3. Grantee Representative Marcia Davis Principal Engineer (509)625-6398 mdavis@spokanecity.org		4. COMMERCE Representative Eric Guida Senior Planner (360)725-3044 eric.guida@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Grant Amount \$680,461	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of execution
8. End Date June 30, 2023			
9. Federal Funds (as applicable) \$680,461		Federal Agency US Dept. Treasury	
		ALN (CFDA #): 21.027	
10. SWV # WA0003S	11. UBI # 328-013-877	12. DUNS # 115528189	13. UNIQUE ENTITY ID # <Insert number>
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake the construction of water, sewer, and stormwater utility improvements for the second phase of the Liberty Park Terrace affordable housing project, as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages,			
FOR GRANTEE _____ Nadine Woodward, Mayor _____ Date APPROVED AS TO FORM ONLY _____ Name _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY  _____ Sandra Adix Assistant Attorney General <u>March 31, 2022</u> Date	

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Spokane
Grant Number: 22-96720-106

PROJECT INFORMATION

Project Name: Liberty Park Terrace Phase 2
Project City: Spokane
Project State: Washington
Project Zip Code: 99202

GRANT INFORMATION

Grant Amount:	\$680,461
Appropriation Number:	2021 Washington State Capital Budget SSB 1080, Section 1074
Re-appropriation Number (if applicable):	
Grant End Date:	June 30, 2023, if funds are not re-appropriated. Grant End Date may be extended contingent on reappropriation
Biennium:	2021-2023
Biennium Close Date:	June 30, 2023
Earliest Date for Reimbursement:	March 3, 2021
Time of Performance:	In accordance with Special Terms and Conditions Number 4

FUNDING INFORMATION

Federal Funding:	Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.
Federal Award Agency:	US Department of Treasury
Amount of Federal Funds Obligated by this Action:	\$680,461

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRF0002

Total amount of the federal award: \$680,461

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. COMMERCIAL PREVAILING WAGE FOR UTILITY CONNECTIONS

Any utility connections from the exterior of the building to the main sewer and water lines or stormwater facilities must be paid commercial prevailing wage. See General Term and Condition #30 for documentation.

9. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the [GEO 21-02](#). In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).
<https://facides.census.gov/Account/Login.aspx>

11. DEBARMENT

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- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

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The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or

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self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

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- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

14. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

15. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

16. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

17. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

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18. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

19. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee to include assignees.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

3. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
4. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).
<https://facides.census.gov/Account/Login.aspx>

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.

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- C. The Grantee 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract 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.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

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17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**GENERAL TERMS AND CONDITIONS
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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

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33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

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40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

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

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

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45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

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- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the Liberty Park Terrace Phase 2 project, a housing development in Spokane with 41 affordable units and 13 market rate units.

The location of the project is 1601 E. Hartson Avenue, Spokane, WA 99202.

Project activities will include and the construction of the following utility improvements, based on the estimates below:

\$192,822 for water system improvements, including but not limited to: connection to the existing stub, 6-inch meter & DCVA in vault, the fire hydrant assembly including gate valve, domestic water meter, water tap fee, post indicator valve, fire department connection, 6 and 8 inch pipe in trench and bedding (plus hard rock removal), 2- and 4- inch water service;

\$110,080 for sewer system improvements, including but not limited to: sewer manhole, sewer cleanout, connection to the existing sewer, 6-, 8-, and 10- inch SS SDR 35 PVC pipe, trenching & bedding and patching where necessary;

\$377,559 for stormwater system improvements, including but not limited to: erosion and sediment control, StormTech Chamber system, rip rap, biofiltration swale, an area drain and catch basins, roof drain connections, 6- and 12-inch cleanouts 2- and 4- inch water service.

This project is expected to be complete by September 30, 2023.

The “Copyright Provisions”, Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Nadine Woodward, Mayor

DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLFRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,¹ Under ARPA’s SLFRF guidance, funding for this grant falls under the category of responding to “*Public Health and Economic Impacts*” of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to “*Building Stronger Communities through Investments in Housing and Neighborhoods*” by serving those communities that were hardest hit by the pandemic through investments in affordable housing

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.² The Interim Final Rule supports this finding by stating that “both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began” including “low income communities, people of color, and Tribal communities.”³

² See specific language at printed pages 26795 and 26796 of the [Interim Final Rule](#) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

³ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

Type of Funding	Source Description and purpose	Amount
CHIP Grant	Washington State Department of Commerce	\$680,461
<i>Other Grants</i>		
Grant #1		
Grant #2		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1		\$
Total Local Revenue		\$0.00
<i>Other Funds</i>		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$0.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Nadine Woodward, Mayor

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

CHIP will fund utility connections from the exterior of the building to the main sewer and water lines or stormwater facilities, which must be paid **commercial** prevailing wage. Before invoices are paid, the “awarding agency” must provide documentation of the “intent to pay commercial prevailing wages”. Before the final funds are paid from the state, an “affidavit of wages paid” from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’s review upon request.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.

Nadine Woodward, Mayor

DATE



Agenda Sheet for City Council Meeting of:
08/15/2022

Date Rec'd	8/3/2022
Clerk's File #	OPR 2022-0582
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MICHAEL PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE POLICE GUILD 2022

Agenda Wording

Agreement between City of Spokane and Spokane Police Guild 2022

Summary (Background)

The City and the Police Guild entered into a collective bargaining agreement last year for 2017-2021. This new CBA provides a one-year agreement for 2022. The 2022 agreement provides a 5.5% increase in wages of all classifications covered by the Police Guild effective beginning January 1, 2022, along with a number of updates to the CBA.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	Public Safety 8/1
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CM Cathcart
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jperkins@spokanecity.org	
<u>Additional Approvals</u>		jquick@spokanecity.org	
<u>Purchasing</u>		cmeidl@spokanepolice.org	
		ddunkin@spokanepolice.org	
		tschwering@spokanepolice.org	
		tsnider@spokanepolice.org	

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(2022)

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PREAMBLE

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

EMBODIMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

ARTICLE 1 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January 2022 and shall remain in full force and effect through the thirty-first day of December 2022.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
4. To determine the methods, means and equipment by which departmental operations are to be

conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.

5. To take whatever actions may be necessary to carry out police functions in emergency situations.

6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.

7. To maintain efficiency of government operations entrusted to management.

8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.

9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the

grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into

the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 6 - CITY SECURITY

Section A

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption or interference with the normal work routine of any law enforcement activities or agencies.

Section B

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section E

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

Section F

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

ARTICLE 7 – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day

7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a holiday.

The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

ARTICLE 8 - COURT TIME

Section A

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular shift and

extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

Section C

Employees shall have the option of selecting court time pay or compensatory time off.

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

Availability of Special Overtime Assignments – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

Mutual Schedule Adjustment – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Unscheduled Overtime - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

Exception - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

Section B - Overtime Rate

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½)

times the regular hourly rate of pay.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

Section D - On Call

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A – Other Law Enforcement Agencies

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B - Park Rangers

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

Public Parks - Prohibited Acts	Infraction	10.10.040
Littering \$113 \$1035 Lit Material [Cigarettes]	Infraction	10.08.010
Open/Consume Alcohol In A Public Place	Infraction	10.08.200
Open Possession/Consumption of Marijuana	Infraction	10.15.220
No Helmet Law - Non-Motorized	Infraction	10.17.030
Liquor In A Public Park	Misdemeanor	10.10.040
Second Degree Criminal Trespass	Misdemeanor	10.12.050
Third Degree Malicious Mischief	Misdemeanor	10.12.025
Lewd Conduct	Misdemeanor	10.06.020
Urinating in Public	Misdemeanor	10.06.015
Disorderly Conduct	Misdemeanor	10.10.020
Graffiti Vandalism	Misdemeanor	10.10.070
Third Degree Theft	Misdemeanor	10.05.100
Making a False Statement to a Public Servant; False Reporting	Misdemeanor	10.07.020A
Disorderly Conduct	Misdemeanor	10.10.020
Minor in Possession of Alcohol (MIP)	Misdemeanor	10.08.210A1
Unauthorized Camping on Public Property	Misdemeanor	12.02.1010
Injury to Tree on Public Property	Infraction	12.02.1004
Unlawful Burning on Public Property	Infraction	12.02.1006
Unlawful Disposal of Litter on Public Property	Infraction	12.02.1008

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park.

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC

proceeding or any litigation, except that the City may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

ARTICLE 11 – WAGES

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective the pay period that includes January 1, 2022, wages of all classifications covered by the Guild will be increased by 5.5%.

Service Advancement

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

Acting Sergeant

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

Specialty Pay

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%
Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
Major Crime Detective	2%
Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

Longevity

<u>Years of Service</u>	<u>Percent</u>
After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 Years	10%
After 30 Years	12% (effective January 1, 2015)

Education

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	.5%
BA or BS	1%

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%
BA or BS	2%

Shift Premium

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

Extra Duty Wages

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

Basic Law Enforcement Training (BLET)

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

ARTICLE 12 – VACATION

Vacation shall accrue on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Hours of Vacation</u>
At the beginning of the 1 st year through completion of the 4 th year	5.69 hours	148 hours
At the beginning of the 5 th year through completion of the 10 th year	7.23 hours	188 hours
At the beginning of the 11 th year through completion of the 17 th year	8.76 hours	228 hours

At the beginning of the 18th year and over

10.30 hours 268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

ARTICLE 13 – UNIFORMS

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the

employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)
- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster
- 1 set of handcuffs with case and key
- 1 OC 10 canister and holder
- 1 approved baton and holder
- 1 department radio and holder
- 1 rubber glove holder
- 1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

ARTICLE 14 - SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

Section A - Family Emergency Leave (LEOFF I and LEOFF II)

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.
2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total six-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .6 percent of employees' wages. The City will maintain the status quo of paying the total premium set by the State.

Section D - Funeral Leave (LEOFF I and LEOFF II)

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section E - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by

Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.

5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section F - Disability Leave (LEOFF II Officers Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section G - Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within

ten (10) days.

Section H – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. “Authorized maternity leave” means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section I – Active Duty Call Up

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.
2. Commencing on the first day of active duty and ending on the last day of active duty, each member’s military pay will be supplemented by an amount necessary to equal what the member’s pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.
3. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

Section J - Care for Minor Children

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

Limits on Leave for Minor Children

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employees child under the age of 18; and
3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.
4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section B - Guild Bulletin Board

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

Section C - Guild Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions,

and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

Department Seniority - The total length of unbroken service within the Police Department.

Job Classification Seniority - Based on the date of appointment to that classification and shall apply throughout the department.

Non-Supervisory Personnel - All personnel below the rank of Sergeant.

Bureaus - There are two bureaus in the Police Department structure, which are: Operations Bureau and Investigations Bureau

Transfer - The reassignment from one bureau to another.

2) Shifts

a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of

experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

Section F - Seniority Lists

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment.

Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

Section H - Transfers

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)

2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU
18. FTO Coordinator
19. PIO
20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Unit Commander notifying the employee of their official change of status. This form will serve as

formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

Section K - Duplication of Benefits

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section L - f II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE 20 - JURY DUTY

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

Section B - Mileage Allowance

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

Section C - Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Section D - Joint Committee

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

Section E – SWAT Team

1. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor will

forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

2. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

5. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

7. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
 - d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
 - e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
 - f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
 - g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
 - h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.
2. Lifetime Maximums
- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
 - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime

maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

Section B - Pay Periods and Pay Checks

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

Section B – Health reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute one hundred seventy-five dollars (\$175) per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

Section C - VEBA Alternative.

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time.

The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably

denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section B - Forms of Discipline

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

Section C - Right of Appeal

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

Section D(1) - Probationary Periods

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.

2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:

- a. Committing a criminal offense; and/or
- b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
- c. Of their right to Guild representation

3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions.

A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether

drug related or not.

Section B

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

Section C

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids.....	100
Cocaine metabolites	300
Methadone	300

Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for alcohol	0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.

4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section D

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.
4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer

and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
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Cocaine metabolites	150 ng/ml
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Opiates:

Morphine	300 ng/ml
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Codeine	300 ng/ml
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Phencyclidine	25 ng/ml
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Amphetamines:

Amphetamine	500 ng/ml
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Methamphetamine	500 ng/ml
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8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will

be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

Section F

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1, 2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the

dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to

access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

(a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.

(b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.

(c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

9. **Employee Physicals**. Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such

video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services..

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the

complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to

the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the

assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's)

written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include

the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request

shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(l) All disciplinary decisions will be made by the Chief (or designee).

(m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance

under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the

OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The

decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective

date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO.

The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not

meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 28 – SALARY SAVINGS PLAN

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	10	10
Deadline to apply for the incentive	March 1, 2010	Dec. 31 of the prior year
Deadline to retire	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive

payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance/Reinstatement of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Dated this ____ day of _____, 2022.

FOR THE CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins

FOR THE SPOKANE POLICE GUILD:

David Dunkin
President

Timothy Schwering

Interim City Administrator

Vice-President

Craig Meidl
Police Chief

Trevor Winters
Vice-President

Justin Lundgren
Assistant Police Chief

Kelly Mongan
Secretary

Michael Piccolo
Interim Human Resources Director

Ben Green
Treasurer

Approved as to form:

Attest:

Lynden Smithson
City Attorney

Terri Pfister
City Clerk

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

OPR 2022-0585

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

MICHAEL PICCOLO X6237

Project #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0620 AGREEMENT BETWEEN THE CITY OF SPOKANE & LOCAL 29 I.A.F.F. AFL-CIO 2022

Agenda Wording

Agreement between the City of Spokane and Local 29 I.A.F.F. AFL-CIO for 2020-2024

Summary (Background)

The City and Local 29 had previously entered into a collective bargaining agreement (CBA) for the period of 2016-2019. This new CBA provides a five year agreement for 2020-2024 and makes various amendments to the provisions of the CBA.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\OtherFinance & Admin
08/15/2022**Division Director**

PICCOLO, MIKE

Council Sponsor

CM Bingle

Finance

WALLACE, TONYA

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AGREEMENT

**Between
The City of Spokane
And
Local 29 I.A.F.F. AFL-CIO
2020-2024**

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**AGREEMENT
BETWEEN
THE CITY OF SPOKANE
AND
THE SPOKANE FIRE FIGHTERS UNION
LOCAL 29 I.A.F.F. AFL-CIO
2020-2024**

PREAMBLE

This Agreement is entered into by the City of Spokane, hereinafter referred to as the City, and Spokane Fire Fighters Union, Local 29, International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - TERM OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on January 1, 2020 and shall continue in full force and effect through December 31, 2024. Negotiations for renewal of this Agreement shall commence not earlier than April 1, 2024. Either party may initiate negotiations by written notice to the other party.

ARTICLE II - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all members of Local 29, Spokane Firefighters Bargaining Unit, which is comprised of all uniformed employees in the Fire Department below the rank of Battalion Chief or equivalent, to include Civilian Dispatch personnel.

ARTICLE III - UNION SECURITY

Section 1 Collective Support: The Union believes dues are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Union to continue to improve wages and working conditions generally. The Union believes that financial support of the Union is fair, necessary, and integral to the success of this Agreement.

The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The city will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

Section 2: Union Membership Obligations:

- a. Employees may choose to become a member of the Union at any time. All employees covered by this Agreement who opt to become members of the Union, shall remain members in good standing, unless they submit written

documentation indicating their decision to opt out of the Union and cease dues and/or deductions as set forth in section 2(c) below.

- b. The above option to apply for Union membership and/or maintain Union membership shall be satisfied by the following:
 - 1) An offer by the employee to pay the regular initiation fee and regular dues uniformly required by the Union of its members; and
 - 2) Submitting a signed Union dues authorization card to the Employer
- c. An employee may resign from union membership by submitting a written resignation to the Union. If the resignation is submitted, within five (5) days of receipt of a timely written resignation, the Union will notify the Employer to cease monthly deductions for that employee. Resignations submitted only to the Employer will not be considered valid and will not operate to terminate dues deductions.

ARTICLE IV - CITY SECURITY

Section 1: The Union and the City agree that the public interest requires the efficient and uninterrupted performance of emergency services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and the City agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal routine.

Section 2: In the event of a strike, work stoppage or interference with the operation of the Fire Department, the President of the Union shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

Section 3: Violation of any provision of this Article by the Union shall be cause for the City's terminating this Agreement upon the giving of written notice to this effect to the President of the Union in addition to whatever other remedies may be available to the City at law or in equity.

Section 4: Failure of an individual to respond by the individual's next scheduled work shift to the President's request to return to work shall result in disciplinary action in accordance with Fire Department and Civil Service rules. No individual shall receive any portion of his salary while engaging in activity that is in violation of this Article.

Section 5: In the event that the provisions of this Article are not complied with, such non-compliance shall be considered an unfair labor practice and the Union shall pay a fine not to exceed \$250 per day while such illegal activity is being conducted.

Section 6: The City agrees that there shall be no lockout of bargaining unit members under any circumstances.

ARTICLE V - CHECK OFF

The City agrees to deduct the Union dues, service charges and assessments from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union.

Employees who wish to cancel this authorization may do so upon written notice. Cancellation of deduction authorization must be made in writing.

ARTICLE VI - MANAGEMENT RIGHTS

In matters not covered specifically by language within this Agreement, the City of Spokane management shall have the clear right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure.

ARTICLE VII - EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or not settled during the course of these negotiations, unless mutually agreed. Such matters or subjects shall also not be subject to the grievance procedure.

During the life of this Agreement, maintenance of contract items shall be processed through the provisions of the Supplemental Agreement.

ARTICLE VIII - DEPARTMENT RULES AND REGULATIONS / ETHICS CODE

Section 1 Rules and Regulations: The Union agrees that its members shall comply with all Fire Department rules and regulations, standard operating procedures and policies and procedures including those relating to conduct and work performance. The City agrees that departmental rules and regulations, standard operating procedures and policy and procedures which affect wages, hours, and working conditions, shall be subject to the grievance procedure.

Section 2 Bargaining:

2.1 Rules and regulations, standard operating procedures, City policies and policy and procedures which affect wages, hours, and working conditions are considered mandatory subjects for bargaining and shall be mutually agreed to between the City and the Union prior to their implementation.

2.2 The City shall provide Local 29 with written notice of any new and/or revised rules and regulations, standard operating procedures and City policies and P&Ps prior to implementation. This written notice will be sent directly to Local 29's leadership and it shall include a thirty (30) calendar day window to identify the impact on wages, hours and working conditions and make a demand of the City to bargain over the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps. The City retains its right to dispute whether such an impact exists that would trigger the duty to bargain.

2.3 If Local 29 fails to make a demand of the City to bargain over the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps within the agreed-upon 30-day window, the parties agree that Local 29 waives its right to bargain the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps under Article VIII, Section 2, and the City may proceed with implementation.

Section 3 Ethics Code: Chapter 01.04A – City of Spokane Municipal Code (as effective February 25, 2015) shall apply to Local 29 members. Local 29 agrees to reopen this section to discuss application of any future changes to the Ethics Code.

ARTICLE IX - DISCRIMINATION

The City agrees not to discriminate against any employee as a result of that employee's activity in behalf of, or membership in the Union. The City and the Union recognize that there are certain bona fide occupational requirements for becoming a Firefighter. The City and the Union agree not to discriminate against any employee or applicant for employment as specified in state and Federal laws.

ARTICLE X - PERSONAL PROPERTY CLAIMS

The City will repair or replace items of personal property if lost or damaged in the course of employment, if recommended for repair or replacement by the joint City/Union Claims Committee.

The specific guidelines established by the Union and the City to determine claims and the procedures for filing claims shall be posted in each work area.

ARTICLE XI - PROTECTIVE EQUIPMENT

The City agrees to provide and maintain required protective clothing to all uniformed members in a program administered by the Fire Chief. All protective clothing provided must meet the requirements of Chapter 296-305 WAC (safety standards for firefighters).

ARTICLE XII - SAVING CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full effect.

ARTICLE XIII - HOURS OF DUTY

Section 1 Definitions:

- 1.1 Day Personnel:** Those working 8, 10, 12 or other flex shift with a 40 hour work week.
- 1.2 Shift Personnel:** Those working 8,12, 24 hour shift and working a 42 or 46.15 hour work week.

Section 2 Shift Personnel:

- 2.1 Hours of Duty:** Normal hours of duty for personnel shall be twenty-four (24) hours on, seventy-two (72) hours off for an average of forty-six and fifteen-hundredths (46.15) hours per week, except Dispatch works an average of 42 hrs per week (no debits). Relief personnel shall be assigned to fill in for vacancies as required. The work shift for all 24 hour operations personnel shall begin at 0800, and 24 hour Dispatch shifts will begin at 0700.
- 2.2 Debit Hours:** The total number of debit days shall be nine (9), with eight (8) of the nine (9) debit days being considered as scheduled debit days and the one (1) remaining debit day will be considered an unscheduled debit day. Station Captains will sign up for no more than 8 debit days and have the remaining 24 hours of debit time changed to administrative time to be used in ½ hour increments.

Effective January 1st 2024, all debit days will be eliminated. 24 hour employee work schedules will be adjusted to an average of 42 hours a week. Employees will work on a 28 day, 168 hour, FLSA work schedule, meaning sick days and vacations will not count toward hours worked for purposes of receiving overtime. Trade time off will count toward hours worked for purposes of receiving overtime.
- 2.3 Scheduled Debit Day Procedure:** Scheduled debit days assigned shall be based on the projected staffing needs and the staffing needs created by scheduled vacations. The process for debit day sign up will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

- 2.4 Unscheduled Debit Day Procedure:** Members will be allowed two turn downs for each unscheduled debit day. On the third call the member will be required to work. If the member does not accept the unscheduled debit day at the third call it will result in a deduct at straight time and disciplinary action. If a member receives less than 24 hours notification for an unscheduled debit day, and does not accept the unscheduled debit day, it will not be considered a turn down.
- 2.5 Fire Department Debit Bank:** The parties agree that the member's debit banks shall roll over to zero hours the first pay period of each year. It shall be the department's responsibility to ensure that each member has worked the required number of debit days during the previous year to fulfill his/her obligation to the City. Any member who has not worked the required number of debit hours, or has worked more debit days than required, shall have the appropriate adjustment made to his/her Fire Time Bank.
- 2.6 Operations Relief Pool:** Affects only those members in the relief pool with less than three years total job seniority. Relief Pool consists of non-promoted, non-assigned members. After working their scheduled shift, relief pool members may be required to work an additional 24-hour shift by having their shift changed to the next day on a hold over basis (note: other holdover provisions within the contract do not apply). This will be considered a shift change and no overtime will be paid for the changed shift (unless otherwise required by FLSA 7(K)). No other changes in the relief pool.

NOTE: Local 29 and Fire Administration will work together to resolve any scheduling problems pertaining to mandated Federal, State, and Local training.

Section 3 Day Personnel: Normal hours of duty for Non-Twenty Four hour personnel shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday except for emergencies and agreed upon flextime (non 8-Hr traditional schedule). If there is a need to change shift schedules for a period of time, the City shall be allowed to do so and will give reasonable notice of the change. These changes shall be for a minimum of five working days.

Section 4 Dispatch: Permanent Full Time Dispatchers shall work an average of 42 hours per week on a schedule of one (1) shift (24 hours) on duty followed by three (3) shifts (72) hours off duty. The shift shall begin at 7:00 am.

Section 5 Start Time: Local 29 members are permitted to make voluntary, undocumented early morning shift change trades. Voluntary shift change trades give Local 29 members the option to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift. These voluntary shift change trades are mutually agreed to and managed exclusively by Local 29 members.

ARTICLE XIV - VACATION ALLOWANCE

Section 1 Vacation Allowance for Shift Personnel:

Vacation shifts will be as follows. Shift personnel who begin the stated year(s) of service during the calendar year shall earn the following number of shifts for use in the following calendar year:

Years of Service	Work Shifts Off
19 or more	11 shifts
9-18	9 shifts
2-8	7 shifts
Shift personnel hired in the calendar year shall earn vacation for use in the following calendar year as follows:	4 shifts if hired from Jan. 1st to April 30th; 3 shifts if hired from May 1st to August 31st; 2 shifts if hired from Sept. 1st to Dec. 31 st

For example, a member who begins the 19th year of service at any time during the 2016 calendar year will earn 11 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

1.1 Use of Vacation Upon Return From Disability or Sick Leave: A member returning from sick or disability who had vacation scheduled during that time may, at the member's option, take all vacation immediately upon return to duty, or reschedule the owed vacation(s). It is the member's responsibility to notify the administration of their intent to use the missed vacation days before returning to duty. The member shall be given the vacation they choose if the Telestaff roster is even or plus on the day they want to take their vacation. Telestaff "even" or "plus" refers only to vacations covered by debit days. If Telestaff is not even or plus on the date the member chooses, a mutually agreeable date(s) shall be chosen. Vacation shifts missed due to injury or illness must be taken in the calendar year originally scheduled or within six (6) months of return to duty, whichever is later, or it will be lost.

1.2 Vacation Selection on return from Mobe or after Shift Change: Vacations missed due to mobes or shift changes may be rescheduled per the same rules and process as the original vacation sign-up (for example in 2016 – 7 people off for prime and 15 for non-prime).

Section 2 Vacation Allowance for Day Personnel:

Vacation hours will be as follows. Day personnel who begin the stated year(s) of service during the calendar year shall earn the following number of hours for use in the following calendar year:

Years of Service	Hours Off
-------------------------	------------------

Hire through completion of 5 years	106
Start of 6 through completion of 10 years	146
Start of 11 years	154
Start of 12 years	162
Start of 13 years	170
Start of 14 years	178
Start of 15 through completion of 19 years	186
Start of 20 or more years	226

Any member may, at their choice, receive a cash out of 24 hours. Separate from the member's cash out option, the City may elect to cash out 24 hours. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

2.1 Additional Terms:

- a. If a holiday falls within their scheduled vacation, the holiday will not be charged as vacation.
- b. Shall be allowed to carry over up to two weeks, eighty (80) hours, of vacation into the following year.

Section 3 Vacation Allowance for Combined Communications Center:

Vacation shifts will be as follows. CCC personnel who begin the stated year(s) of service during the calendar year shall earn the following number of shifts for use in the following calendar year:

Years of Service	Work Shifts Off
19 or more	10 shifts
9-18	8 shifts
2-8	6 shifts
CCC personnel hired in the calendar year shall earn vacation for use in the following calendar year as follows:	3 shifts if hired from Jan. 1st to April 30th; 2 shifts if hired from May 1st to August 31st; 1 shift if hired from Sept. 1st to Dec. 31 st

For example, a member who begins the 19th year of service at any time during the 2016 calendar year will earn 10 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

Note: CCC employees assigned to other than 24-hour shifts will be considered to be on 24-hour shift for purposes of vacation accrual, and 24-hour shifts of vacation may be split into increments consistent with their schedule if it is other than 24-hour shifts.

Section 4 Vacation Signup:

4.1 Process: The process for vacation sign up will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

4.2 CCC Vacation Sign-up:

- a. Dispatch vacation sign-up will be conducted within the CCC.
- b. A maximum of one (1) dispatcher (to include supervisors) per shift on vacation at the same time.
- c. Sign-up shall be by shift seniority.
- d. It is the responsibility of each employee to complete the form that is left in the CCC. In the event that member is unavailable for contact at home and their spouse cannot make their selection, refer to the sign-up form. If the employee who is in charge of the sign-up is at the time unable to complete the member's sign-up within four (4) hours, sign-up will continue and recall to the member's home every hour until contact is made.

Section 5 Vacation and Overtime: The following shall be applicable to vacation and overtime:

- a. The option to take a vacation on a trade time owed shall be eliminated.
- b. The option to take a vacation on an assigned shift, debit days (until eliminated), or trade time, then work the vacancy back as overtime shall be eliminated.
- c. City may still call employees in on overtime on these days if needed
- d. Overtime opportunities shall be rank for rank.
- e. No member will be required to work a mandatory overtime shift, if a member of another rank is signed up available to work.

ARTICLE XV - HOLIDAYS

Section 1 Holidays Day Personnel:

The following shall be recognized as paid holidays.

New Years Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving	4th Thursday in November
Day After Thanksgiving	
Christmas Day	December 25th

Any day that is designated as a legal holiday by the State Legislature subsequent to the effective date of this Agreement will become a paid holiday.

1.1 Sundays: No Department scheduled training shall occur on Sundays. Training may be conducted at the company officer's discretion.

1.2 Holidays on Normal Business Day: When any of the above named holidays occur on a normal business day (Monday through Friday), the offices of the City government shall be closed in observance of such holidays, and the employees of the City, with the exception of continuous operation and essential personnel, will be granted time off duty.

1.3 Holidays on Scheduled Days Off An employee whose regularly scheduled day off falls on a holiday shall not lose the designated holiday. When this occurs, the following process shall be followed:

1. Designate the prior or the following work day as the holiday. For example:
Holidays observed on a Friday would be taken Thursday, and holidays observed on a Monday would be taken Tuesday.

In instances where workload demands make it impossible to observe the designated holiday the prior or the following work day, the employee may request with supervisor approval, the following option for an in-lieu of holiday:

2. A holiday day off in lieu of the holiday will be scheduled during the same pay period in which the holiday occurred. Effort will be made to accommodate the employee's preference, provided that service is not unduly affected.

1.4 Holiday Pay: All non-twenty four hour bargaining unit employees, except Dispatch, will receive holiday pay equivalent to the number of hours in their daily shift during the pay period in which the holiday falls for each fixed holiday. In order to qualify for holiday pay, the employee must be in a paid status the normally scheduled shift of work immediately following the holiday.

1.5 Holiday Overtime Pay: All non-twenty four hour bargaining unit employees, except Dispatch, will be compensated at one and one-half (1½) times their hourly rate, in addition to holiday pay, for all hours worked on days that are recognized or observed by the City as holidays.

An employee whose regularly scheduled day off falls on a holiday shall not lose the designated holiday. When this occurs, the following process shall be followed:

Section 2 Holidays Shift Personnel:

2.1 Work Status on Holiday: Shift employees actually working on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and/or Christmas will get a total of 2 ½ times their normal base pay (a premium of 1 ½ times pay in addition to their regular base pay) for the actual hours they work. Employees working such hours will receive a total of 2 ½ times pay for those hours worked regardless of whether they are working their regular scheduled shift, a debit day, trade time, overtime (i.e., no pyramiding), or on duty for any other reason. Members on MOBE status will not receive additional holiday pay.

Employees shall be paid for hours worked on the actual calendar day. The effect of this would be that the off-going shift would receive 8 hours of holiday pay and the on-coming shift would receive 16 hours of holiday pay based on an 0800 – 0800 shift schedule.

2.2 Leave Status on Holiday: Employees on leave of any kind will not receive the premium.

2.3 Light Duty Status on Holiday: Employees on light duty will not receive the holiday pay premium. In lieu of receiving the additional holiday pay premium, personnel on light duty in a 24-hour shift assignment will be given the holiday off and be paid at the straight pay rate for the entire 24-hour shift.

Note: Personnel who normally work a 40 hour work week or on special assignment in a 40 hour capacity already receive Holiday pay for established City Holidays so they will not receive any additional compensation. The intent is that anyone working on these Holidays will receive a **total** of 2 ½ times their regular pay for the hours they work.

ARTICLE XVI - ILLNESS AND SPECIALTY LEAVES

Section 1 Illness Leave:

1.1 Accrual of Illness Leave: Illness leave accrual and accumulation for uniformed employees will be as follows:

<u>Hours Per Shift</u>	<u>Accumulation Per Pay Period</u>	<u>Maximum Accrual</u>
8 Hour	5.39	961
12 Hour	5.65	1095
24 Hour	7.00	1248

Dispatch employees will accrue sick leave at the 24 hour rate listed above. Dispatch employees assigned to other than 24-hour shifts will be considered to be on a 24-hour shift for purposes of illness leave accrual, and 24-hour shifts of illness leave may be split into increments consistent with their schedule if it is other than 24-hour shifts.

An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in pay status for eighty percent (80%) or more of the hours in that pay period.

1.2 Use of Illness Leave: Illness leave may be used as accrued when that employee is incapable of reporting to duty due to an illness or injury to that employee. Illness leave may also be used as accrued to care for a family member as defined in RCW 49.12 (parent, parent-in-law, child, spouse, or grandparent) who has a serious health condition, or to care for a child under the age of 18.

Illness leave may not be used during military leaves of absence. The parties recognize that abuse of the sick leave benefit is an appropriate matter for discipline.

1.3 Initial Illness Leave: All members will be allotted 10 days illness leave upon the date of hire. No additional illness leave will accrue to their account until they have been on the payroll for a period of time that would accrue 10 days of illness leave based on the above accrual rates.

1.4 Duplication of Illness Leave & Industrial Insurance: When an employee uses illness leave that is duplicated by Industrial Insurance compensation the total amount of compensation paid by Industrial Insurance will be in conformance with Washington State Law.

1.5 Disability Leave: When a LEOFF II employee or Civilian Dispatcher becomes entitled to coverage under Title 51.32.090 RCW, the City shall compensate the employee for the difference between the employee's Workers Compensation entitlement and the regular salary for a period not to exceed six (6) months per occurrence. Disability Leave payments shall cease at the end of the disability should the member return to duty before the six (6) months have passed.

To accomplish this, the City shall pay the employee's regular salary, including any additional payments regularly included, for said period in lieu of any time loss payments or disability leave supplemental payments to which the employee is entitled. It is the intent of this agreement to neither make the member more than whole, nor less.

In no event will the City pay, under this provision, for more than a total of six (6) months for any one, particular temporary total disability. If an employee is returned to work on a conditional basis and the disability recurs or it becomes clear that the member hasn't fully healed, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Employees may use the Disability Leave only for disabilities incurred while on the job and while acting in their capacity as employees.

Employees will continue to accrue sick leave, vacation and seniority while on paid status in accordance with City policies. Employees in leave of absence or laid off status are governed by Civil Service Rules.

1.6 Illness Leave Bank: Hours accrued over accrual maximum will be deposited in the illness leave bank.

1.7 Leave sharing:

- a. General: All leave sharing hours will be taken from the Illness Leave bank.
- b. Eligibility to Receive Leave:
 - 1. A LEOFF II member or Civilian Dispatcher may receive leave under this agreement if the member suffers an illness, injury or impairment which has caused or is likely to cause the member to go on leave without pay, or which may cause the member to be terminated from City employment.
 - 2. Request to receive the leave sharing benefit shall be submitted to a committee comprised of one person from Human Resources, one person from Fire Department, and one person from Local 29. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the originator has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
 - 3. A member receiving a leave sharing benefit must have exhausted his/her sick leave, vacation time and any compensatory time.
 - 4. A member receiving a leave sharing benefit must have abided by the department policies respecting sick leave.
 - 5. 5. A member receiving the sick leave sharing benefit shall receive no more than an equivalent number of work days/shifts that would equal six (6) months of such leave during each ten (10) years of service with the City, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as determined by Local 29 and Human Resources on a case-by-case basis, for catastrophic illnesses.
 - 6. The member's position must be one in which vacation and/or sick leave can be accrued and used.
 - 7. The member must have completed recruit school to be eligible for leave sharing.
- c. Leave Transference Process: Member wishing to receive a leave sharing benefit shall submit a written request to the Personnel Director and attach a statement from his/her physician verifying the nature and expected duration of the condition. A Union representative may submit the request on behalf of the member.

Section 2 Light Duty:

2.1 Off-Duty: Should an off-duty illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below.

The procedure to request light duty is as follows:

- a. Request for light duty can only be initiated by the LEOFF II employee.
- b. Approval for the employee to work light duty must be in writing, from the employee's physician, with any restrictions that may be placed on the employee.
- c. Each request for light duty will be evaluated by Fire Administration. In determining if light duty will be allowed, Fire Administration will consider: Up to three (3) persons would be allowed light duty with any further light duty assignment based on projects available. An employee who is in danger of "running out" of sick leave may be given preference. Should an employee already be on light duty, he or she shall not be replaced by another unless by his or her consent.
- d. Except as provided by law, having a light duty program does not mean that permanently injured or disabled employee will be afforded light duty.
- e. All decisions by Administration, related to light duty assignments, are subject to grievance procedure.

A LEOFF II employee filing for light duty should recognize that:

- a. A light duty assignment will be for a period of not more than 180 days. Should the employee wish to discontinue light duty, they may do so at any time.
- b. The light duty work schedule will follow a 40-hour workweek. All benefits will continue unless otherwise prohibited by law.
- c. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved.
- d. By accepting light duty, the member will be afforded all the protection of this contract.

2.2 On-Duty: Should an on-duty illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below. If an employee is disabled from

performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

- a. The employee shall provide the City with the physician's release in which the physical limitations of the employee shall be stated.
- b. When work is available, the City shall offer the employee the opportunity to perform work which is within the employee's ability (according to the Doctor's Release) to perform. The Structured Return to Work Agreement will be utilized. If available light duty is refused, the employee's sick leave bank would be utilized. If the sick leave bank is exhausted other paid leave may be utilized.
- c. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by the physician for full duty, for a maximum of 90 days. The City can renew the assignment at 90 days with a review every 30 days (or as needed) for a total maximum of 180 days. The City may terminate the assignment at any time due to business reasons, or in the case where it is determined the assignment poses a danger to the employee, co-workers or the public.
- d. Where reasonably necessary, the City shall have the right to have independent medical examination of the employee conducted to determine the extent of the employee's disability.
- e. The employee shall continue to accrue benefits during the light duty assignment. This provision shall apply only to temporary disabled LEOFF II employees. The parties will be bound by state, federal and other applicable laws/regulations with respect to permanently disabled employees.

A LEOFF II employee working light duty should recognize that:

- a. A light duty assignment will be for a period of not more than 180 days.
- b. If it is an on duty injury, the employee will be offered light duty. However, the employee has the option of declining a light duty assignment, and will use sick leave to supplement the workers compensation payments. The allowable shifts can be a 24, 12, 10 or 8 hour shift.
- c. Sick time will be accrued while on light duty. All other benefits will continue unless otherwise prohibited by law.
- d. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved and will be drawn from the member's sick leave bank.
- e. By accepting light duty, the member will be afforded all the protection of this contract.

Section 3 Industrial Insurance:

3.1 Insurance Coverage: All members hired after September 30, 1977 (LEOFF II) shall be covered by Industrial Insurance for all injuries that occur during the employee's working hours. Time loss and benefits shall be in accordance with the regulation established by the Washington State Department of Labor and Industries.

3.2 Reporting of accidents:

- a. All injuries that occur during working hours must be reported to the employee's designated supervisor on the day of the injury before leaving the department of employment.
- b. If you receive medical treatment you must complete a Self-Insurer Accident Report (SIF-2) and Employee Accident/Injury Report.
- c. Be certain to complete all information on the accident report form.
- d. If at all possible, the employee will submit these reports within 24 hours of the treatment.
- e. Any questions concerning an industrial insurance claim should be directed to the Risk Management Department.

Section 4 Care for Minor Children: Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

4.1 Limits on Leave:

- a. Sick leave must be previously accrued;
- b. The leave must be used to care for the employee's child under the age of 18; and
- c. The child must have a health condition that requires treatment or supervision.

Employees may be required to provide documentation that a child has a physician's certificate.

Section 5 Family and Medical Leave Act: Leave under the Federal Family and Medical Leave Act (FMLA) follows City policy.

5.1 Supplemental Benefits: For any leave taken through the Washington State Paid Family and Medical Leave Act ("PFML"), the City shall permit employees to supplement their paid PFML benefits with their existing leave accruals.

5.2 Continuation of Benefits: Employees on PFML leave shall continue to receive health and welfare coverage during the duration of their leave. For purposes of an employee's

continuation of health and welfare benefits coverage during PFML leave, any minimum "hours worked" threshold for employee coverage does not apply.

5.3 Job Restoration: Employees returning from PFML leave shall be restored to their same rank and assignment.

5.4 Waiting Period: The City shall permit any employee to use existing leave accruals during any required PFML Waiting Period.

5.5 No Conditions: The City agrees not to condition any contractual benefit on the use of PFML.

Section 6 Non-Duplication of Benefits: Should the Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action, but shall not receive benefits from the City that are duplicated by legislative action.

The four (4) principal Union officers and the Bargaining Unit Vice President shall be allowed the required time, without loss of pay, to attend official I.A.F.F. and W.S.C.F.F. conventions and regional seminars.

Section 8 Funeral Bereavement Leave:

8.1 Definition of Immediate Family: The immediate family shall be defined to include spouse, relatives of the member and relatives of the member's spouse as follows:

- Children
- Grandparents and Grandchildren
- Mother, father, brother or sister
- More distant blood relatives who have lived as a member of the employee's immediate household for a period of six weeks or more at the time of death.
- Any individual who, in place of parents, assumes full responsibility for rearing the member or the member's spouse.

8.2 Death in Member's Immediate Family: In the event of a death occurring in the immediate family of a member of the Union, the said member shall be granted time off without loss of pay provided that the employee attends the funeral or is required to help make funeral arrangements. Time off with pay shall, be according to work assignments as follows:

- a. Members who are working twenty-four (24) hour shifts - two shifts off.
- b. Members who work other than twenty-four (24) hour shifts - up to forty (40) hours to be taken off in whole shifts. These shifts can be taken off consecutively or non-consecutively.

- c. Non-twenty four (24) hour Dispatchers - up to forty-eight (48) hours (one calendar week) in whole shifts.

8.3 Death in Spouse's Immediate Family: In the event of a death in the spouse's immediate family the following applies:

- a. Members who are working twenty-four (24) hour shifts - one shift off. One additional shift if one-way travel is 250 miles or more, or if the employee is helping make funeral arrangements, for a total of two (2) shifts off.
- b. Members who work other than twenty-four (24) hour shifts - up to twenty-four (24) hours to be taken off in whole shifts. These shifts can be taken off consecutively or non-consecutively. An additional 16 hours may be granted when one-way travel is 250 miles or more, or if the employee is helping make the funeral arrangements.
- c. Non Twenty-Four (24) hour Dispatchers up to twenty-four (24) hours - (four (4) calendar days) in whole shifts. These shifts can be taken off consecutively or non-consecutively. An additional 16 hours (three (3) calendar days) may be granted when one-way travel is 250 miles or more, or if the employee is helping make funeral arrangements.
- d. Members may waive any portion of their funeral leave at their option.
- e. Bereavement Leaves shall be administered by the Fire Chief.

Section 9 Military Leave: In accordance with the Military Selective Service Act, firefighters who are required to attend tours of active duty shall suffer no loss of pay for a period of time not to exceed twenty-one (21) days within the federal fiscal year - Oct.1 through Sept. 30. For 24 hr shift personnel military leave shall not exceed 252 hrs (10.5 shifts). Employees so required to serve a military obligation must supply the Fire Administration with the necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacements can be secured. If it is not feasible to supply the orders in advance, employees must provide verbal notification of military orders (or extension of existing orders) as soon as the employee is notified of such orders. Employees who provide only verbal notification in advance must provide the written orders before reinstatement following military leave.

9.1: Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph 9.2 and 9.3. This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or National Guard.

9.2: Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay.

All other employee benefits will continue as if the member had not been called to active duty.

9.3: Whether and to what extent a member called to active duty is covered by City-sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts as well as by superior state and federal law. Retirement benefits are governed by SMC Ch. 3.05

Section 10 Jury Duty: City employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to their supervisor for instructions as to whether to report for work during the remainder of the workday.

Should an employee working twenty-four hour shifts, or any night shifts, be required to appear for jury selection or jury duty on a day immediately following a day the employee works, that employee shall be excused from the last twelve hours of that shift.

Should jury duty or selection extend over a weekend, the employee will be excused the last twelve hours of any Sunday or holiday if working that shift. The employee will be expected to work the remaining portion of the shift on a Friday, if scheduled to work, and the entire shift Saturday, if scheduled. Should the jury be sequestered, the employee will be excused of all duty.

Section 11 Emergency Leave:

11.1 Definitions:

Emergency: An unexpected serious occurrence or situation urgently requiring prompt action and the presence of the member.

Immediate Family: Spouse, relatives of the member and the members' spouse to include children, mother, father, step-parents, brother, sister, grandparents, grandchildren, more distant blood relatives who have lived as a member of the employees' immediate household for a period of six weeks or more, or any individual who, in place of parents, assumed full responsibility for rearing the member or member's spouse.

MEDICAL: Applies to Immediate Family

1. Accident involving injury.
2. Hospitalization (elective surgery and normal childbirth excluded).
3. Unknown Medical problem.

NON-MEDICAL: Member's Primary residence only

11.2 Procedure for requesting Emergency Leave while On-Duty: Contact the Battalion Chief through Dispatch and notify them of the emergency. The Battalion Chief will approve the emergency based upon the criteria as defined. If the situation can or is resolved before the end of the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift.

11.3 Procedure for requesting Emergency Leave if the Emergency occurs within 24 hours of the start of a shift the member is scheduled to work (includes trade time on, debit days, etc.): Unless circumstances prevent it, the member will contact the Battalion Chief directly or through Dispatch and notify him of the emergency and the possibility that it might not be resolved prior to the start of the shift. The member needs to advise Dispatch prior to the start of the shift if the emergency has not been resolved and they cannot work the shift. Battalion Chief will approve the emergency based upon the criteria as defined.

11.4 Number of Emergency Leave day/shifts per calendar year:

a. LEOFF I:

1. Twenty-four hour members: up to one 24 hour shift. One occurrence per year. Unused leave is not cumulative from year to year.
2. Non-Twenty four members: up to three (3) workdays may be used for one occurrence per year. Unused leave is not cumulative from year to year.

b. LEOFF II & Civilian Dispatchers:

1. Twenty-four hour members: up to one 24 hour shift of illness leave may be used per occurrence.
2. Non-Twenty four hour members: Up to three (3) work days may be used per occurrence.

NOTE: For situations that the member feels is an emergency but it does not meet the criteria as defined above, the member may be given time off under the definition and conditions of "Administrative Leave". If the member feels his/her situation was unique and should be considered as "Emergency Leave" they can appeal to the designated representatives from the Labor/Management Team for review. If the Labor/Management Team representatives cannot agree then a mutually agreed to third party will make final decision.

Section 12 Administrative Leave: Granted for situations that are not planned or scheduled and do not meet the definition of "Emergency" as defined above and the "Emergency Leave Criteria" defined above, but are considered an emergency to the member. The member may request the time off to help mitigate the problem or situation. The Battalion Chief will determine if the member will be granted time off using the guidelines established under Administrative Policy. The member will work back the time as a mutually agreeable shift. The time must be paid back within 365 days of usage. Failure to work the shift by the deadlines identified will result in the member

being scheduled to work a specific shift. If they do not work the designated shift they will be given a deduct at a straight time rate.

12.1 Procedure for requesting Administrative Leave while On-Duty: Contact the Battalion Chief directly or through Dispatch and notify them of the emergency. The Battalion Chief will determine if the situation that the member feels is an emergency qualifies for Emergency Leave. If the Battalion Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Battalion Chief will approve the member for Administrative Leave based upon the Administrative Leave criteria as defined. If the situation can be or is resolved before the end of the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift.

12.2 Procedure for requesting Administrative Leave within 24 hours of the start of a shift the member is scheduled to work (includes trade time on and debit days): The member will contact the Battalion Chief through Dispatch and notify them of the emergency and the possibility that it might not be resolved prior to the start of the shift. The Battalion Chief will determine if the situation that the member feels is an emergency qualifies for Emergency Leave. If the Battalion Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Battalion Chief will approve the member for Administrative Leave based upon the Administrative Leave criteria as defined.

Section 13 Administrative Leave during Departmental Investigations: As a result of a departmental investigation, it may be necessary to place an employee on paid Administrative Leave. Should administrative leave be necessary, this leave is not punitive and should not be considered punishment. It is intended to facilitate the smooth, objective and uninterrupted conclusion to the investigation.

An employee placed on Administrative Leave during a departmental investigation will:

- a. Not lose any pay or benefits.
- b. Be assigned to a work shift of Monday through Friday from 0730 hours until 1630 hours. This time will be considered the normal work day therefore the employee is to conform with city and department policies and procedures during this period.
- c. If they do not have a cell phone, be issued a pager or cell phone so they are available to the department during administrative duty hours so as not to cause potential delay to the investigation. This availability is in no way intended to restrict the employee to their residence, but is to insure that the department has the ability to get in contact with the employee. The employee's responsibility is to have the device with them and on, and to respond to the employer in a timely manner. If the employee intends to leave the area covered by the device, they are to leave a telephone number where they can be reached.
- d. Not come to or be in any fire department facility other than the Administrative Offices without specific authorization to do so from Fire Administration.

- e. Be briefed on the progress of the investigation when possible.
- f. Be informed of the outcome of the investigation in as timely a period as possible.

Section 14 Personal Leave Day Personnel: Day personnel will be entitled to two (2) days (a day meaning whatever their normal schedule is 8, 10, or 12 hours, or other agreed to flex time) of personal leave to be used during the calendar year. Fire Investigators will be entitled to three (3) days of Personal Leave.

Shift personnel on temporary special assignment will be eligible for personal leave under the following conditions:

- a. If the member has completed or is scheduled to be on special assignment two through six consecutive months - 1 day personal leave.
- b. For more than six months up to one year - 2 days personal leave. Two days maximum per year.
- c. This criteria starts over with each new calendar year. Personal leave days cannot be carried over from one year to the next.

Section 15 Court Time: Employees shall be given time off to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness in any proceeding or deposition arising out of the performance of the employee's duties as an employee. Any off duty time during which an employee is required to thus appear shall be compensated at one and one-half times the employee's hourly wage rate with a minimum of three (3) hours overtime at one and one-half time the employee's rate.

Section 16 Paternity Leave: A LEOFF II member or a Civilian Dispatcher may use four (4) paid shifts per occurrence from his sick leave for Paternity Leave, which includes adoption. Non-twenty-four hour members may use eighty (80) hours from his sick leave account for Paternity Leave. This does not preclude the member from requesting unpaid leave as allowed by the FMLA. If the member is on duty, for any reason, when the birth begins, the member will use "Family Leave - Other" for that on-duty shift and the member will still be entitled to four (4) shifts of Paternity Leave. Should the child be born before the scheduled shift begins, the member will be entitled to the four (4) shifts of Paternity Leave only.

Paternity Leave may or may not be taken consecutively. However, Paternity Leave must be used within 120 days, beginning at the time of birth.

For instances of false labor the expectation is that the member, unless circumstances beyond his control prevent it, will contact the Battalion Chief through Dispatch and notify them of the situation. As soon as the situation is resolved during the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift. False labor will be coded as "Family Leave - Other" and does not count against the four (4) shift Paternity Leave entitlement. Annual Sick Leave

Section 17 Annual Sick Leave Buyback: Sick Leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On December 31st of each year, the city shall pay back from the employee fifty percent (50%) of all hours accrued above the maximums at their base pay to include longevity and add-to pays. Such pay will be placed on the member's 2nd paycheck in Jan of the following year.

8 hour employees all hours above 961, 12 hour employees all hours above 1095, 24 hour employees all hours above 1248

ARTICLE XVII - SALARY COMPUTATIONS/COMPENSATIONS

job classification. The regular hourly rate shall be defined as an employee's job classification. The regular hourly rate shall be defined as an employee's compensation which shall be determined by dividing the annual salary for that job classification by the average number of hours worked as provided in Appendix A, Section 1.7 Pay Estimates, including longevity. The regular hourly rate does not include any add to pay components (see Appendix A - Pay Schedule, Section 1.6 Base Pay). The regular hourly rate shall be the basis for estimating the biweekly, monthly, and annual rates of pay.

Section 2 Pay Periods: Pay periods shall be established on a bi-weekly basis. Payroll checks shall be issued exclusively by direct deposit on alternate Fridays. Should the pay day fall on a bank holiday, payroll checks shall be deposited on the day preceding the holiday. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the average number of hours worked on a bi-weekly pay period. Management shall maintain a record of actual hours worked for accounting purposes as mutually agreed under the supplemental agreement provisions of this contract.

Section 3 Draft Pay:

- a. Employees who are required to work overtime shall be compensated at one and one-half times the base pay rate for actual hours worked. Actual hours worked shall be rounded up to the nearest one-half hour. Twenty-four hour personnel are to be paid and not given compensatory time.
- b. Beginning January 1st, 2024, members will work on a 28 day, 168 hour, FLSA work schedule, meaning sick days and vacations will not count toward hours worked for purposes of receiving overtime. Trade time off will count toward hours worked for purposes of receiving overtime.
- c. The City of Spokane (City) and the International Association of Firefighters, Local 29 (Union) mutually agree that in order to allow Personnel assigned to a day shift the ability to accept overtime drafts in Operations, they must be off probation, meet the provisions of WAC 296-305 that apply to suppression, attend all department wide training, possess an EMT certification, and meet all departmental requirements as prescribed by the Fire Chief. Personnel need to be even on owed time to city, to include: debits, exchange, admin, etc., before they may work a draft.

Section 4 Call Back and Holdover Pay:

4.1 Call Back: A call back occurs when an employee has completed the shift, left the station, and is called back to work or called in on a scheduled day off. A minimum of three (3) hours pay at time and one-half the base pay shall be paid for call backs. Should the period of work extend beyond three (3) hours, time and one-half the base pay shall be paid for the actual number of hours worked. Actual hours worked shall be rounded up to the nearest one-half hour. At a minimum, a call back will be initiated any time there is a 3rd Alarm or greater incident, or if a non-SFD company is staffing a city fire station. Engines, Rescue, and Brush trucks will be staffed with a minimum of three (3) personnel and Aerial apparatus a minimum of four (4). ARUs shall not be utilized for Call Backs. Needed units will be determined based on those committed to incidents and therefore not available for response. All Call backs will be released as soon as reasonably possible. If for some reason the Department does not initiate a Call Back when it should have, those employees who would have been called in will be paid the three (3) hour minimum. If only 2 personnel are available after attempting to make Call backs to staff heavy apparatus, the city retains the ability to utilize an ARU rather than sending 2 employees home.

4.2 Holdover: A holdover occurs when an employee is required to report early immediately before a scheduled shift or stay later immediately after a scheduled shift. Time-and one-half the member's base pay rate shall be paid for the actual number of hours worked when an employee is required to report early or is held over at the employee's assigned work location at the start of a shift or the end of a shift. Holdover time and early report time shall be rounded off to the nearest one-half hour.

4.3. Administrative Policy: Administrative Policy is established to provide guidelines for administering the Call Back Pay provisions as specified in the labor agreement. The policy shall establish when the call back provision commences and when it shall end.

- a. Duty hours for call back pay purposes shall commence as follows:
 - 1. When the employee reports to a fire station to retrieve gear or apparatus, whichever is first.
- b. Duty hours cease when the employee is relieved of the assignment.
- c. Call Back Pay. The employee shall receive thirty (30) minutes pay in addition to the actual time worked as specified in items 1 and 2 above if over three (3) hours.

Section 5 Compensatory Time: (Day Personnel only)

Whenever a bargaining unit employee works overtime, that employee shall have the option of being compensated for the extra time worked at the time-and one-half rate or to take compensatory time off at the time-and one-half rate for each hour worked. When the employee selects compensatory time off, the employee and the authorized supervisor shall mutually agree when the compensatory time is to be taken. Whenever work schedules permit, the date preferred by the employee shall be granted.

Whenever possible, compensatory time shall be taken within sixty (60) days of the date earned.

Section 6 Trade Time:

See Appendix C.

Section 7 Drafting Procedures:

7.1 Operations: This procedure applies to 24-hour shift personnel and personnel working in the training division or operational personnel on temporary special assignment. Whenever overtime is available, the City shall afford all classified personnel, who have completed recruit school, the opportunity to work a "draft". If, upon completion of recruit school the first half of the draft list has not been utilized, the member will be added to the draft list according to the member's seniority, and the employee will be eligible for draft during that rotation.

For drafting purposes, unscheduled debit days-owed will not restrict the opportunity for a draft and the draft list will be administered by seniority. Unscheduled debit days are expected to be paid back by the end of the calendar year and the options are outlined in Policy 1.03.03.01.

The process for drafting will follow the current SFD Policy and/or Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

7.2 CCC: Dispatchers will operate using a single draft list. The draft list will be adjusted to equalize hours. Uniformed Relief Dispatchers will be eligible for overtime when no assigned Dispatchers are available. If no one is available to fill a draft, a Dispatcher's shift may be changed or the vacancy filled as necessary.

Should the entire draft list be called and no one will take a draft, a CALL BACK will occur. Under a CALL BACK, there is no option for turning down the requirement to report for duty unless the individual is impaired. Call back provisions of the current collective bargaining unit agreement will apply.

Section 8 Out of Classification Pay:

8.1: Any employee who is required to work in a higher classified position as a Fire Equipment Operator, Paramedic, Communications Shift Supervisor, Special Operations Team certified members, or an Officer shall receive out-of-class pay.

8.2: The out-of-class pay shall commence on the first (1st) shift that the employee works in a higher position.

- 8.3:** The rate for out-of-class shall be the difference between the employee's hourly rate and the position being worked including longevity and any add to pays. The pay will be hour for hour.
- 8.4:** In the event of the notification of a Captain going off long term, or after 5 consecutive shifts, whichever is shorter, the most senior Lieutenant in the station would receive Out of Class Captains Wage, in addition to the officer out of class for the employee riding the seat on that shift.
- 8.5:** In the event of the notification of an Admin or Safety Captain going off long term, or 5 shifts or 2 weeks off (depending on if the position is 24 hr shift or 40 hr week), whichever is shorter, the highest employee on the Captain's promotional list will be offered the opportunity to work out of class in that position at a Captain's wage plus longevity and add to pay.

Section 9 Paramedic Pay:

9.1: Paramedic Pay will be paid at a rate of 13% of senior firefighter pay without longevity to employees that are active paramedics. This pay becomes part of the base pay. The classified Paramedic Lt. salary scale will be adjusted to include the equivalent of these increases.

9.2: Each Paramedic will be eligible to receive up to six hours of overtime pay for classes or events that were attended off-duty that meet the requirements for Paramedic Continuing Education. One hour of overtime will be paid for each hour of approved classes or events attended, up to a maximum of six hours of overtime per year. This overtime pay will be processed once each year and paid in December. In order to receive this overtime pay, each Paramedic must submit to the Chief of EMS by November 1st documentation of the classes or events attended for the preceding 12 months. The Chief of EMS will have the documentation verified prior to payment being made to the Paramedics. The classes or events that are recognized to meet the requirements for Paramedic Continuing Education include:

- PHTLS
- PALS
- PEPP
- ACLS
- CPR Instructor-Trainer
- SFD Monthly Paramedic meetings
- Monthly Spokane County sponsored EMS education dinner meetings
- Recertification exam
- Other EMS educational opportunities pre-approved in writing by the County Medical Program Director, MSO, or Labor/Management.

9.3: A member who is certified and willing to be used as needed as a paramedic, but is not in the paramedic pool, will receive \$100 per month to retain certification. In

addition they will receive out of class pay of \$40 per shift for all shifts worked as a Paramedic, in lieu of the paramedic pay.

9.4: While enrolled in Paramedic Training (excluding prerequisite Anatomy and Physiology courses), department approved Paramedic students will receive \$750 upon the satisfactory completion (passing grade) of the didactic portion. In addition, the Paramedic student will receive \$250 upon the successful completion of internship for a total of \$1,000. Upon certification to perform as a Paramedic on the SFD, the new Paramedic will receive an additional \$1,000 for the successful completion of the Paramedic program. The above certification pay is available only once for each member.

Section 10 Special Operations Pay:

10.1 Special Operations Teams: The three Special Operations Teams (HazMat, Tech Rescue, Water Rescue) shall maintain a minimum of 40 members. Identification of members comprising the specialty teams shall be up to the Captain and Battalion Chief in charge of the specialty team. If the 40 positions are not filled, anyone assigned to the designated stations will be considered part of the team.

10.2 Specialty Pay: Specialty pay for the above teams will be: 1% on assignment to the team; 2% (total) after technician certification or one year after assignment, whichever is first; and 5% (total) after specialist certification or two years after assignment, whichever is first. This pay shall become part of the member's base pay. Specialty team members who achieved technician certification at the former 2.5% specialty rate prior to January 1, 2016, will continue to receive 2.5% until they achieve specialist certification.

10.3 Out of Class: When members work out of class on a specialty team, they will receive the percentage specialty pay for all hours worked out of class.

Section 11 Deputy Fire Marshal:

11.1 Positions filled from the DFM list will remain uniformed positions with the following additional compensation incentives and probationary terms:

- a. DFM will be at the same range of the pay plan as Fire Lieutenant.
- b. After each DFM and Assistant Fire Marshal (AFM) passes the Fire Inspector I test and obtains certification, a flat amount of \$2500 (not subject to cost of living or other adjustments) shall be added to the employee's gross annual wages. The certification pay will be divided by 26.1 pay periods.
- c. After each DFM and AFM passes the Fire Inspector II test and obtains certification, a 5% certification pay shall be added to the base pay. This amount would replace the \$2500/year provided for Fire Inspector I certification, so employees who obtain both certifications will receive a total certification pay of 5%.

- d. After each Deputy Fire Marshal obtains certification they will receive the contractual certification pay in the form of Add to Pay. As a result, the 944-Certified Deputy Fire Marshal classification will be eliminated.
- e. There will be a nine month probationary period for each employee promoted to the position of DFM. To the extent this probationary requirement conflicts with Civil Service Rules, including but not limited to Rule VI Section 14, this negotiated nine month period controls. The first twelve weeks are for training, study, and shadowing, with no inspections conducted alone.
- f. For purposes of Civil Service Rules, the movement of an employee from Fire Lieutenant to Deputy Fire Marshal is considered a "Promotion." Therefore, the movement from Deputy Fire Marshall to Fire Lieutenant is a "Demotion" that would be available as a Voluntary Demotion under Civil Service Rule VII, Section 4.

11.2 Lateral Entry Deputy Fire Marshals - The City and IAFF Local 29 collaboratively agree to recommend to Civil Service changes to allow lateral entry for Deputy Fire Marshal with the following requirements:

1. Meet minimum medical and health requirements of LEOFF Retirement System of Washington State.
2. At application, must currently be a full-time employee with a Fire Department or Fire District with at least two (2) years' experience as a professional career Firefighter or Fire Equipment Operator.
3. Must possess Emergency Medical Technician (EMT) certification and valid driver's license.
4. Selection preference for International Fire Service Accreditation Congress (IFSAC), National Fire Protection Association (NFPA), or International Code Council (ICC) Fire Inspector I or Fire Inspector II certifications. Consideration given to NFPA or ICC Fire & Life Safety Plans Review Certification in addition to, or in lieu of Fire Inspector I or II.
5. Lateral hires compensation will start at the DFM Pay Plan Step 1 and pay will progress as designated in said plan. Lateral hires with 5 years or more of full time experience as an inspector and hold Fire Inspector 1 certification shall start at Step 5 of the DFM Pay Plan and pay will progress per said plan. After successful completion of probation, those lateral hires that have less than five years but more than two years of experience as an Inspector will have their prior department experience count as longevity towards the next pay step.
6. Assistant Fire Marshal Promotional Requirements for Lateral Hires: Completion of four years' service with the Spokane Fire Department in the classification of Deputy Fire Marshal. Must meet all educational requirements at the time of promotional testing.

7. Fire Marshal Promotional Requirements for Lateral Hires: Completion of one year of service with the Spokane Fire Department in the classification of Assistant Fire Marshal; or completion of five years of service with the Spokane Fire Department in the classification of Deputy Fire Marshal. Must meet all educational requirements at the time of testing.

8. Lateral hires will be assigned to Fire Prevention and will not work, laterally transfer, demote, or promote into Operations.

9. Promotional and Lateral hiring processes through Civil Service will open alternatively. Preference to internal candidates for each open position will be given.

Section 12 CCC Manager and Assistant Communication Manager: The CCC Manager will be moved out of Local 29 and offered to SAFO for representation effective the first pay period of 2013. The Training Supervisor position will be promoted to a Captain-level position with the title "Assistant Communication Manager" effective the first pay period of 2013.

Section 132 Sick Leave Buyback Upon Separation: Accrued sick leave will be bought back at separation and placed into the member's VEBA as follows.

Type of Separation	% of 960 hours	Max
Voluntary at or above 50 years of age + 5 years of service:	40%	384 hours
Voluntary less than 50 years of age + 5 years of service:	25%	240 hours
Involuntary separation:	0%	0 hours

Section 14 Disability Retirement: All LEOFF personnel retiring on a disability will be paid for all unused and accumulated vacation due, effective the date of retirement.

Section 15 Special Investigation Unit:

15.1 SIU Staff: The SIU unit shall consist of three (3) Full-time investigators that are assigned to work their normal hours of duty in SIU, and four (4) Supplemental investigators. In addition to their regular station assignments, supplementals shall work "On Call" duty assignments for SIU as described here-in.

15.2 On-Call Duty Assignments:

a. The hours of one (1) On-Call duty assignment for supplementals shall be as-follows:

Any 24 hour period, typically 7:00 am to the following day at 7:00 am

b. All SIU On-Call duty assignments shall be scheduled on a monthly basis by the SIU supervising officer. All SIU staff shall be informed of the dates and inclusive hours of their On-Call duty assignments prior to the start of each month.

c. On-Call duty requires the SIU member so assigned to: (1) be reachable by telephone or other communications device, to receive notification from the SIU supervising officer and/or on-scene investigator of an emergency incident requiring an SIU response, (2) be able to respond to the scene in a reasonable amount of time from call out, and (3) refrain from activities which might impair their ability to perform assigned duties if called out.

d. If a supplemental works more than the allotted 24 shifts in a 12 month period, the supplemental shall be paid for each occurrence (an occurrence is defined as 24 hrs), 8 hours of straight time the second pay period of the following year. If a portion of the occurrence is worked, a corresponding portion of the 8 hr straight time will be paid (example: if 12 hrs of the 24 hr occurrence is worked, $\frac{1}{2}$ of the straight time pay, 4 hours will be paid). The shifts in excess of the allotted maximum are managed by the SIU Supervising officer and shall be forwarded to the payroll clerk on behalf of the supplemental.

15.3 Full-time Investigator Hours of Duty and Pay:

a. 40 hours of work are required during a normal 7 day week.

b. Full-time investigators may be assigned to work emergency call-outs during their scheduled shifts. The scheduled shifts are coordinated by the supervising SIU officer. These shifts are typically Monday through Friday from 7:00 am to 5:00 pm but the supervising SIU Officer has the ability to flex the full-time member's shifts.

c. Full-time investigators shall receive 14% specialty pay.

d. When full-time investigators respond to an emergency incident requiring an SIU response outside of their normal working hours, the investigator shall be paid in accordance with the Call Back and Holdover provisions in Article XVII, Sections 4.1 and 4.2.

15.4 Supplemental Investigator Hours of Duty: While assigned to SIU, supplementals shall work no more than twenty-four (24) On-Call duty assignments per calendar year. If the supplemental begins their assignment term after the start of the calendar year, the 24 duty assignment requirement shall be adjusted on a pro rata basis. Regardless of when the supplemental begins their assignment term, each supplemental shall be assigned an average of two (2), but no more than three (3), On-Call duty assignments per month.

15.5 Supplemental Investigator Pay:

a. Supplementals shall receive experience pay in accordance with the experience pay structure in Appendix A, Section 1.4.

b. When supplementals respond to an emergency incident requiring an SIU response, whether assigned to On-Call duty at the time of the incident or not, responding supplementals shall be paid in accordance with Article XVII, Section 4.1.

c. In the event a supplemental is assigned to fill in for a full-time investigator and work the full-time investigator's normal hours of duty, the supplemental shall be paid in accordance with Section 16.3 for the duration of that assignment.

d. If a supplemental works more than the allotted 24 shifts in a 12 month period, the supplemental shall be paid 8 hrs straight time for each occurrence at the second pay period of the following year. The shifts in excess of the allotted maximum are managed by the SIU Supervising officer and shall be forwarded to the payroll clerk on behalf of the supplemental.

e. Supplemental investigators who attain and maintain the International Association of Arson Investigators Fire Investigation Technician (FIT) certification qualifies for experience pay. New Supplemental Investigators will be assigned to days for orientation to the Unit and to complete initial training for FIT certification. Once complete the members will be returned to their normal 24 hour shift. The modification changes the previous requirement for CFEI (National Association of Fire Investigators Certified Fire and Explosion Investigator) certification.

Section 16 Deferred Compensation: The City agrees to make available to all members one of the following deferred compensation options: moving to the DRS deferred compensation plan, keeping the status quo two providers, or offering DRS along with the current providers as mutually agreed by the union and the city. . The City agrees to match the contribution of any member to a deferred compensation plan to a maximum of 4% of a top step 24 hour Fire Captain's bi-weekly pay.

Section 17 CCC:

17.1 Salary and Overtime: It is the intent of the full-time dispatcher pay schedules to meet the fluctuating workweek provisions of the FLSA whereby the employee receives a fixed weekly salary regardless of the number of hours that the employee works during the week. Overtime compensation for hours worked in addition to their regularly scheduled hours (84 hrs per pay period) will be at the following rate: Non-uniform and uniform LEOFF II personnel - 1.62 times their hourly rate. Uniform LEOFF I personnel - 1.66 times their hourly rate.

17.2 Uniform transfer to CCC: Uniform personnel transferring to the CCC will move into the Dispatcher pay scale step based on their years of service with the City.

ARTICLE XVIII - WAGES

Section 1 Wage Adjustments:

Each wage adjustment shall be effective the pay period that January 1 falls in for each year. Union dues commensurate with the agreed wage increases shall be forwarded to Local 29.

2020 (2.5% Increase)

2021 (3.0% Increase)
2022 (4.5% Increase)
2023 (5.0% Increase)
2024 (4.0% Increase)

Section 2 Wage Scale:

Appendix A contains the complete wage scale for all Local 29 positions.

ARTICLE XIX – INSURANCE

Insurance will continue to be provided as per the Memorandum of Understanding contained in Appendix B.

The City's contribution to the benefits trust described in Appendix B will be for medical insurance, life insurance, dental insurance, and VEBA. The contribution will increase by 4% each year thereafter, including out of contract years.

All newly hired employees will have their medical benefits start the first day of the month following hire, if allowed by the benefits trust and its insurance carriers.

The City's increased contribution rates during each contract year shall be as follows:

2020: \$2114
2021: \$2199
2022: \$2287
2023: \$2378
2024: \$2473

ARTICLE XX - COMBINED COMMUNICATIONS CENTER

Section 1 Firefighter Dispatcher: A total of three (3) Firefighter/Dispatcher positions will be available to uniform personnel from the Civil Service Firefighter/ Dispatcher list when vacancies occur. If there are no uniform personnel on the Firefighter/Dispatcher list, the vacant position will be filled from the Fire Communications Specialist list. Should this occur, uniform personnel would not be eligible for CCC positions until a vacancy occurs. All other dispatcher level positions above the 3 available to Firefighter/Dispatcher will be filled from the Fire Communications Specialist list.

Uniform personnel must complete dispatch recruit school prior to being placed in the Dispatch position. Uniform personnel will be placed on special assignment (days) to complete dispatch training.

Section 2 Staffing:

2.1 Testing: The test format for these positions shall be as follows:

Position	Format
Asst. CCC Manager	20% Departmental evaluation 80% Training and Experience
Supervisor	20% Departmental evaluation 40% Assessment/Performance 40% Written examination
Administrative Supervisor	20% Departmental evaluation 40% Assessment/Performance 40% Written examination
Fire Communications Specialist	A written exam by Civil Service. A Departmental interview and practical to determine the final hiring list.
Firefighter/ Dispatcher	20% Departmental evaluation 80% Written examination Skills test - Pass/fail

The Administrative Supervisor position will work day shift with responsibility for QA/QI, Training, and supplemental staffing on the floor.

2.2 Shift Assignments:

- a. One (1) Asst. Communications Center Manager (day shift)
- b. One (1) Administrative Supervisor (day shift), upon creation of new classification and approval of funding
- c. A total of Four (4) Shift Supervisors (24 hour shift)
- d. Eight (8) Fire Communications Specialist or Firefighter/Dispatcher assigned to a 24 hour shift.
- e. Two (2) Fire Communications Specialist or Firefighter/Dispatcher assigned to Power Shift.
- f. Four (4) dedicated full time relief Fire Communications Specialist or Firefighter/Dispatcher
- g. Personnel filling vacant Dispatcher positions will be assigned to dedicated relief. The normal line of progression is dedicated relief, power shift then 24-hour shift
- h. A relief pool to include uniform personnel and civilian permanent part time employees

2.3 Shift Personnel:

- a. Trade or overtime may create a thirty-six (36) hour obligation. Forty-eight (48) hour consecutive shifts will not be allowed. On-going assessment will be made of any shifts longer than twenty-four (24) hours to insure standards are maintained.
- b. Power Shift Positions: Can be scheduled for 8, 10 or 12 hour periods. The Manager will provide at least a two (2) week notice of any change in the regular scheduled work period.
- c. Dedicated Relief Positions: Dedicated relief positions can be scheduled for 8, 10, 12 or 24 hour periods. The Manager will provide a work schedule as early as possible. Under normal conditions dedicated relief personnel's work schedule will be identified at least two (2) weeks in advance.

2.4 Relief: In addition to full time dedicated relief, the following personnel are available to work relief:

- a. Uniformed Relief: Personnel normally assigned to fire station shift work, who volunteer to work relief at the CCC. (Limited to four positions subject to provisions below).
- b. Civilian Permanent Part Time Relief: Personnel from the Civil Service list for Fire Communications Specialist. (Limited to two positions subject to provisions below).
- c. When unscheduled relief is required, uniformed relief will be given first opportunity to work unless they have worked in the CCC at least eight (8) hours in that calendar month. Should no uniformed relief accept the assignment, those from the non-uniformed part-time relief list may be contacted. There shall be no more than one non-tenured part-time relief dispatcher on duty at any time except for the purposes of training.
- d. Tenured Part Time: Any part time employee will be considered tenured and eligible to work with other part time dispatchers on the same shift if:
 - 1. They have completed at least six months of service in the position of part time dispatcher, having worked at least eight hours per month for those six months, and
 - 2. In the documented opinion of their supervisors, they are capable of working a console without supervision for all but those situations which would require assistance for any full time dispatcher, and
 - 3. They do not displace full time dispatchers if full time dispatchers are available to work.
- e. Any uniformed member who volunteers for relief may turn down requests to work at the CCC if they have worked a minimum of eight (8) hours in that calendar month, and other relief is available.

- f. Debit Time: When a uniformed relief works the equivalent of nine (9) twenty four hour shifts, the employee will be credited with twenty-four hours of debit time. Time is accrued, hour for hour, for any relief worked at dispatch. Note: For purposes of buying back unscheduled debit time, the exchange rate is one and a half to one.
- g. Hours: Uniformed relief, whose shifts have been changed, will be assigned for a 24-hour shift, a portion of which may be in station. Shift changes may only occur with the concurrence of the member.
- h. Relief shall be defined as covering for vacations, illness, sickness, training and education or supplementing 24-hour shift personnel during periods of higher call volume activity. Relief can be scheduled for the following periods of time: 8, 10, 12 or 24 hours.

2.5 Special Projects: Special projects may be assigned to personnel to be accomplished during the shift.

2.6 0700-1700 Hours:

- a. As per the uniform policy, uniform pants with Fire Department approved uniform shirt, T-shirt, or sweatshirt may normally be worn. Dark blue uniform shirt is to be worn during scheduled visitations.
- b. Headsets will be worn by all Dispatchers when on duty at the console.
- c. At least three (3) personnel will be required to be available, two (2) of which will always remain at a console in headsets to answer incoming calls and radio communications.

2.7 1700- 0700 Hours:

- a. Approved Fire Department T-shirts, sweatshirts, to include sweatpants, may be worn during the evenings and on weekends when there are no scheduled visitations.
- b. At least two (2) personnel will be required to be available, both of which will always remain at a console in headsets to answer incoming calls and radio communications.
- c. Dispatchers may alternate rest periods in times of reduced activities. Rest periods will be taken near consoles to facilitate immediate return to the workstation in the event of increased activity. Note: Any increased activity, to include multiple incidents, multiple telephone CPR or emergency protocols being given, multiple alarm fire, etc. will immediately require two Dispatchers, to include the Shift Supervisor, to assist each other at the appropriate work station. Normal rest periods are from 2100-0600.

2.8 Communications Training Officers (CTO): CTOs will receive additional compensation equivalent to 5% of a top step Firefighter without longevity for all hours spent actively training.

2.9 Lateral Fire Communication Specialist Hiring

The City and the Union agree to jointly recommend to Civil Service changes to allow lateral entry for Fire Communication Specialist with the following requirements:

1. At application, must currently be a full time employee, or employed within the last six (6) months of an emergency communications center with at least three (3) years experience as either a call receiver, dispatcher, or both.
2. Shall have training equivalent to the Spokane Fire Department Dispatch recruit school to include SFD training level of Cardio Pulmonary Resuscitation (CPR) and Emergency Medical Dispatch (EMD) with preference for Priority Dispatch (NAEMD) certification, and the ability to obtain during their probationary period, Emergency Medical Technician (EMT) certification.
3. Valid driver's license at appointment.
4. While in the "orientation" and on days the member will be paid at the step 2 rate. Once assigned to shift work the member will be paid at the step 3 rate. Once probation is completed the member will be paid at the step 5 rate.
5. Promotional Requirements for Lateral Hires: Completion of two years' service with the Spokane Fire Department in the classification of Fire Communications Specialist or Firefighter Dispatcher.

Section 3 CCC Contract Provisions: The CCC agreement is between the parties contracting with the City for dispatching services and is not a bargaining agreement between Local 29 and the City.

3.1 Performance Criteria: Changes to the CCC Performance Criteria will be submitted to the Union for review and comment before implementation.

3.2 Move-ups: The department's plan for mutual aid may include move-ups in the event of a catastrophic situation or a series of simultaneous emergencies, which require resources beyond the capacity of the department.

3.3 Disclosure of Records: The City does not intend to restrict the Union's access to dispatch records through a "Status" type of application or audio tapes if a member is subject to disciplinary action, provided access is in accordance with applicable public disclosure laws and freedom of information act requirements. However, none of the information accessed may be disclosed outside of this organization without the expressed written consent of the agency with jurisdiction, except in the event that disciplinary matters are involved, in which case the Local may disclose to their legal representative without such written consent.

The Union does not, hereby, agree to any type of cooperative response beyond "mutual aid" as established by past practice, nor should this be construed as agreement to "supplemental response".

Section 4 Transition of Dispatch to Spokane Regional Emergency Communications (SREC): The Parties agree the City shall immediately commence negotiations to move all fire dispatch functions to Spokane Regional Emergency Communications (SREC), with said functions moving no sooner than January 1, 2023. Such negotiations are contingent upon the City's ability to secure acceptable terms from SREC to move such fire dispatch functions to SREC and terms ensuring acceptable levels of service, board membership, use best efforts to secure transfer of employees, and other such critical matters as may be negotiated. The City shall provide at least thirty (30) days' notice to the Union confirming the decision to end City fire dispatch functions and move to SREC, and the official date fire dispatch functions will move to SREC.

Additionally, upon the determination to move dispatch functions to SREC, the Parties agree to the following to facilitate such transition the City will:

- a. utilize best efforts to secure legally permissible positions in SREC or City employment (to include the Fire Department), for civilian Fire Communications Specialists and Firefighter Dispatchers, subject to relevant civil service requirements;
- b. allow any employees moving to SREC or other City employment to cash out all leave at 100% of accrued leave; and
- c. pay to civilian Fire Communications Specialists who have completed probation a one-time stipend in the amount of at least \$15,000 each to acknowledge the hardship to those employees impacted by the move to SREC.

ARTICLE XXI - GENERAL

Section 1 Mutual and Automatic Aid Agreements: The City of Spokane and neighboring Fire Departments have mutual and automatic aid agreements in the event of an emergency. The management for the City has no plans for using any other type of volunteers or college fire students to replace or perform bargaining unit work. Before making any material change in the terms of the CCC and/or mutual or automatic aid agreements, the City will notify the Union that it is changing the agreement(s) and will provide the Union the revised agreement thirty (30) days prior to its implementation. If the Union so requests, the department will commence bargaining concerning any effects of the changes in the agreement(s) on union member's wages, hours and working conditions (to the extent recognized under RCW 41.56).

Section 2 Negotiation Meetings: Negotiation meetings shall be conducted on City time for those members that are on duty during the meeting.

Section 3 Labor-Management Meetings: It is mutually agreed that the negotiating committee for the Union and the City shall conduct regular labor-management meetings for the purpose of resolving problems and discussing issues that may arise. Meetings shall be conducted quarterly but they may be scheduled more often by mutual agreement.

Section 4 Productivity: It is mutually agreed that the City management and the Union, shall work together to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in maintaining and improving upon the high level of efficiency in the Spokane Fire Department.

Section 5 Tuition Reimbursement: Within budgeted amount, the City agrees to reimburse the employee for any approved job related course upon satisfactory completion of the said course. The amount of reimbursement shall be the cost to the member for each credit hour of that approved course; the cost of books, laboratory fees, parking and other related fees shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better. In order to qualify for tuition reimbursement, the course must be approved by the Fire Chief and the Human Resources Director before the course is taken. The tuition for any university level class shall not exceed the tuition paid for a class at Washington State University (semester) or Eastern Washington University (quarter).

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's exception request shall be reviewed for approval by Fire Administration and the Human Resources Department, and such approval shall not be unreasonably denied.

Section 6 Bulletin Boards: The practice of posting union notices or bulletins on department bulletin boards and the use of the department mail run shall be maintained.

Section 7 Mileage Allowance: The City agrees to pay mileage allowance to members who use their personal vehicles to conduct City business at the same rate as established by City policy.

Section 8 Safety Committee: The City of Spokane and the Union agree to maintain a joint safety committee with equal representation that will meet on a regular basis for the purpose of recommending to management improvements in health and safety of the employees.

Section 9 Indemnification Policy: See Spokane Municipal Code Section 3.07.200,210 and 220. (Recodification Ord. C-33984 Section 1)

Section 10 Disability Appointment: During the first three years of a disability retirement, any retiree, under the normal retirement age, may be considered for rehire in another classification. Prior to certification, their physician shall determine that the retiree's disability will not prevent satisfactory performance in the classification applied for. If a retiree applies for rehire in another classification their promotional evaluation will be the average of the last two Performance Evaluation Reports the department has on file. Following appointment, normal layoff provisions will apply.

Section 11 Observer Programs:

11.1 Authorization: Observers will be authorized as long as they are not allowed to permanently reside in fire stations or engage in actual emergency operations and will be restricted to non-hostile environments. It is not the intent of the City to use observers to replace or perform bargaining unit work. Details of observer programs will be outlined through a mutually agreed to Administrative Order/SOP/Policy.

11.2 Guidelines: The Battalion Chief and the unit officer using the guidelines established in the Administrative Order/SOP/Policy must mutually agree before observers are able to ride on Spokane Fire Department apparatus. Modifications to these guidelines may occur if mutually agreed upon by the Labor-Management Team. Details of the Observer Program are outlined in the mutually agreed to Administrative Order/SOP/Policy.

Section 12 Trained Cadre of Citizens: Create a trained cadre of citizens who will focus on delivering fire and injury prevention messages. These personnel will not perform bargaining unit members' work nor will they supervise any of the same. They will wear approved attire to be defined through the Labor-Management process. Examples of functions may include but not be limited to:

- a. Integrated activities with Block Watch program.
- b. Staffing information booths at fairs and special events.
- c. Integrated activities with the Children's Fire Safety House.
- d. Senior citizen safety education.
- e. Assisting in the copying, assembly, packaging and distribution of safety and injury prevention materials.

Section 13 Lateral Entry Firefighter: The City and the Union agree to jointly recommend to Civil Service changes to allow lateral entry at the firefighter level with the following requirements:

- a. Meet minimum medical and health requirements of LEOFF Retirement System of Washington State.
- b. At application, must be a full time paid member of Fire Department with at least three (3) years experience as a full time paid Firefighter.

- c. Shall have Training equivalent to the Spokane Fire Department recruit school to include SFD training level of EVAP, firefighter II, Haz-Mat Operations, and EMT certifications.
- d. Valid driver's license at appointment.
- e. Pay: While in the "orientation" and on days the member will be paid at the step 2 rate, once assigned to shift work the member will be paid at the step 3 rate, once probation is completed the member will be paid at the top step 5 firefighter without longevity.
- f. Lateral hire employees may fill the single-staffed paramedic role upon their request and the Fire Chief's concurrence. The Fire Chief's consideration will include successful completion of the streets tests, positive probationary sub reports and evaluations from the medics and department physician. As a result, approved laterals will immediately receive paramedic pay as outlined in Section 10 of the Collective Bargaining Agreement.

The way in which a person is put onto the "qualifying" list is to be determined in Labor-Management before implementation of this agreement.

Section 14 Transfers: Firefighters interested in transferring to a different station shall submit their request in writing (e-mail). The City shall make a good faith effort to accommodate such requests, consistent with staffing levels and operational needs, which will consider skills, experience and seniority.

Section 15 Uniform Clothing / Quartermaster: The City shall provide required articles of uniform clothing for those members required to wear uniforms. The Fire Chief shall designate the uniform and articles of clothing provided by the City.

The City will provide the Department Uniforms listed in the current quartermaster policy. All issued uniforms will bear SFD identification and member name.

15.1 Station Identification: Individual fire stations/dispatch may design a station logo. The design must be approved by the Chief and bear "Spokane Fire Department" text within the concept. The member shall bear the expense of printing the logo onto Department issues t-shirts. The logo will replace the Spokane Fire Department Maltese cross on the left front when applicable.

The station logos may be placed on the rear window of apparatus. The logo shall be located on the driver and officer side rear windows as to not block visibility for members. The cost of the logos printing will be the Station's and mounting onto the apparatus will be the responsibility of the City.

15.2 Union Identification on Uniforms: An IAFF logo will be screen printed on the left sleeve of SFD provided t-shirts and sweatshirts issued through the quartermaster system. Non-consenting members will be provided the option of clothing items bearing no such IAFF logo.

IAFF pins will be allowed to be worn above the name tag on SFD uniform shirts with badge.

An IAFF patch approved by the Union and Chief will be required on Class A uniform coats. The patch will be sewn on and be located on the right shoulder with the same dimensions and specifications as the SFD Department patch (both patches must be near equal in size).

Section 16 Positions Budgeted at 1%: In 2013 the eight vacant positions that have remained in the budget at 1% are eliminated from the budget.

Section 17 Tobacco Use Restrictions: Effective January 1, 2011, as a condition of initial and continued employment as a uniformed employee or civilian dispatcher at the Spokane Fire Department, all candidates for these positions are required to be non-users of any tobacco products at the time they are employed by the City, and remain non-users throughout the period of employment. For those individuals hired before January 1, 2011, the use of tobacco while at work will continue to be governed by Spokane Fire Department Policy on Smoking and Tobacco Use (1.01.01.04).

Section 18 Wellness: Both parties will jointly develop a Wellness Program that will include the following.

- a. Physical fitness and health assessment - the City will provide annual fitness and health assessment screenings to any member who chooses to participate.
- b. The City will provide counseling and prescribed personal fitness programs for those personnel who choose to participate. All programs are to be developed and administered by a qualified third party and all results will be confidential (the sole property of the member).
- c. Local 29 fully supports a voluntary wellness program and encourages participation by all members.

Section 19 Training Time:

19.1 Department Mandated Training:

19.1 Department Mandated Training: Department mandated training hours will be compensated at the employee's base pay and/or FLSA overtime rate, if applicable.

19.2 Department Approved Voluntary Training: Upon request by the employee, the Department may approve additional voluntary training time that is above and beyond what is mandated by the Department. The Department will only consider additional voluntary training requests from employees who have graduated the Academy. Department approved voluntary training hours will be compensated at the employee's base pay. All hours of regular duty, mandatory training, and Department approved voluntary training will be counted as hours worked for determining whether overtime is

owed in each cycle. The employee's overtime rate will be the weighted average of all hours worked in the relevant cycle.

Should the Department deny an employee's voluntary training request, the employee may nevertheless decide to attend training on the employee's own time. In that case, the employee acknowledges that such training has not been approved by the Department, is not compensable time, and is not covered by the City's industrial injury insurance.

19.3 Training Shifts: Shift employees will not be moved to day shift for training, unless the training is five or more consecutive days.

Section 20 Voluntary Extra Duty: The Department may provide opportunities for extra duty hours in addition to employees' regular shifts. Extra duty opportunities will typically involve providing an EMS presence at private events, such as local sporting events and Public Facilities District events. This does not cover any extra duty work currently (as of the effective date of this Agreement) being performed, such as, but not limited to, Ped Med and CFSH.

The Department will maintain a list of those employees (who have completed probation) volunteering for extra duty hours, initially ranked by seniority and rotated like the draft list.

Extra duty hours will be compensated at a flat rate of \$25/hour. All hours of regular duty and extra duty will be counted as hours worked for determining whether overtime is owed in each cycle. The employee's overtime rate will be the weighted average of all hours worked in the relevant cycle.

Section 21 Disciplinary Records: Letters of reprimand shall be automatically removed from employee files after two years from the date of the infraction, if the employee has no other documented related discipline within that time period. Lower level counseling records shall be removed after one year, if the employee has no other documented related discipline within that time period. Regardless of whether the disciplinary record has been physically removed, no disciplinary record may be used against an employee after two years, if there has been no other related issue in that time.

Section 22 Contracting Out: In no event shall the City contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, including, but not limited to, fire suppression, fire inspections, fire investigations, fire public education, civilian dispatch, and all emergency medical services during the term of this Agreement.

Section 23 EMT License: Employees assigned to Operations are required to maintain an EMT license as a minimum qualification for both initial and continued employment. In the event of a conflict between this Agreement and any Civil Service classification specification, this Agreement shall control. No employee shall suffer a loss in pay due to a temporary lapse or loss of his/her EMT or Paramedic certification within thirty (30) days of the lapse. Should an employee's EMT or Paramedic certification lapse, employee shall be placed off duty and use vacation leave for up to the first thirty (30)

days following the lapse. The thirty (30) day period may be extended upon mutual agreement of the Parties for good cause shown as to why the certification has not been reestablished. The department shall notify all employees needing recertification by October 1st, and make every effort to follow up as needed.

Section 24 Minimum Staffing: Apparatus doing emergency response shall have no less than 2 members on it. Employees shall not jump from one apparatus to another except for Special Operation team apparatus and brush trucks for wildland calls. All aerial apparatus will have a minimum of 4 person staffing, and engines shall have a minimum of 3 person staffing. The department shall use best efforts to maintain a daily staffing of 69 firefighters in the Spokane Fire Fighters BU. If an employee/company will be gone for more than 8 hours (training, meetings, city business, etc) they will be backfilled to maintain response capability.

Section 25 Administrative Captain Assignments:

- A. Administrative Captain Assignments may be used for Training, Logistics and Staffing. There will be 2 Captains assigned to Training.
- B. The recruitment and selection for the Administrative Captain Assignments will be made from Fire Captain (SPN 938) and is described as:
 - 1. Recruitment within all current Fire Captains (SPN 938). If the position is not filled with this opportunity:
 - 2. Recruitment from the existing (SPN 938) promotional list, in order. Candidates would be allowed one mutual pass-over so that acceptance to the position is voluntary. The members accepting the assignment will be promoted to Fire Captain (SPN 938). If the position is not filled with this opportunity:
 - i. The Fire Chief can select anyone from the current existing Fire Captain (SPN 938) promotional list.
 - ii. Alternatively, other classifications may be considered by exclusive agreement through labor management.
- C. Administrative Captain Assignments will be for no less than 18 months, barring a promotion, demotion or discharge in accordance with the CBA. After the assigned Captain's commitment has been reached, and the Captain requests, they will be transferred to the next open Captain position. The Captain coming out may bump only a Captain that is junior to them and who is the least senior Captain who has not yet served an assignment of Administrative Captain.

Administrative Captains Assignments to Training may be extended beyond 18 months for six (6) months by the Fire Chief to maintain an overlap and continuity of the two assignments in Training.

Section 26 Hiring Process Panels:

The City agrees that Local 29 shall have the ability to select two members of its choosing (from any of its bargaining units) to have full and meaningful participation in the interview panel for Entry Level Firefighter, Lateral Entry Firefighter and Fire Communications Specialist.

The selectees' names shall be given to Fire Administration prior to the interview process.

Should Local 29 not select personnel to participate in any hiring process, Local 29 shall not lose the right to do so in future hiring processes.

Section 27 Promotions

1. In the event of an expired or exhausted promotional list, the current OOG process will be followed for any vacancies that occur before the certification of a new promotional list.
2. In the absence of a current promotional list, promotions will occur on the date the new promotional list becomes certified. SFD will request the certified promotional list immediately following the list being declared active by Civil Service.
3. When there is a certified promotional list available, the promotion will be effective the date following a vacancy, however the promoted employee may not be transferred to their new position operationally until the next pay period.
4. During the period between promotion and transfer, the promoted individual may be assigned to work a vacancy on their shift, in their promoted classification.

Section 28 ARUs

1. The parties agree that the current ARU deployment concept shall incorporate two- person ARU staffing and shall be staffed with two Local 29 members. This shall be the primary staffing model for all ARU deployment that is part of the Department's standard EMS response.
2. The City agrees to operate all ARU deployment utilizing overtime for anything less than a standard 24 hour shift.
3. The City acknowledges that the ARU assignment is Local 29's bargaining unit work. For the purposes of preserving this bargaining unit work and job opportunities for Local 29 members, the City agrees that in no event shall it subcontract, transfer, lease, divert, assign or convey, in full or in part, for the provision of any services, operations, functions of the kind, nature or type covered by, or presently performed by, or historically performed by, or hereafter assigned to Local 29 members deployed on ARUs, to anyone outside the bargaining unit, except as mutually agreed to by the City and Local 29.

Section 29 Voluntary Life Insurance

The City of Spokane {City} and the International Association of Firefighters, Local 29 {Union} mutually agree to transfer the benefit coverage for voluntary life insurance to the Trust. The transfer of voluntary life insurance coverage

responsibility will occur on September 1, 2016, which will require the City to retroactively adjust one pay period for the members. All members currently on the City's voluntary life insurance plan on September 1, 2016 will be transferred to the Trust's plan. As of September 1, 2016 the City will no longer offer voluntary life insurance coverage to the Local 29 membership. City will deduct the voluntary life insurance premium as one amount regardless of coverage, and the funds will be transferred to the Trust.

Section 30 Accommodated Members

The accommodations for non-vaccinated members outlined in MOU 2021-15, Accommodations Dispatch, and mou 2021-18 Accomodations DFM, shall remain in effect for the life of this contract unless superseded by a revised agreement.

ARTICLE XXII - SALARY SAVINGS PLAN

The City agrees to offer a voluntary retirement incentive to eligible Local 29 members, under the following terms:

Section 1 Eligibility and Payment Terms:

	Eligibility	Monthly Payment	Duration
LEOFF I	20 years of service and eligible for retirement	\$300	5 years (60 months)
LEOFF II	20 years of service and eligible for retirement	\$500	8 years (96 months)
DISPATCH	20 years of service and eligible for retirement	\$500	8 years (96 months)

The monthly payment will be paid into a VEBA in the member's name. Members will have access to reimbursement from the initial monthly VEBA contribution for eligible expenses incurred on or after the first day of the month following separation. Members will have access to reimbursement from subsequent monthly contributions for eligible expenses incurred on or after the first day of each subsequent month.

Section 2 Limits and Deadlines: There will be ten incentives available per year. The window to apply for one of the ten incentives is January 1 through October 15 of the retirement year, and the deadline to retire is the last day of the last pay period of the retirement year.

Employees must complete and turn in an application form within the above application window in order to be eligible for the incentive. Applicants must meet retirement

eligibility requirements under their respective pension plans (i.e., LEOFF I, LEOFF II, SERS).

Local 29 acknowledges and agrees that SAFO members may also apply for the incentive and that the above eligibility limits represent the total number of employees from both Local 29 and SAFO who are eligible for the incentive each year. If the City receives applications from more employees than the number eligible for each calendar year, the incentives will be given to the first ten employees who applied, without regard to whether employees are in Local 29 or SAFO. If an employee does not receive the incentive because the application was not one of the first ten, that employee may be eligible for the incentive in future years.

Section 3 Disqualifications: The intent of this program is for service retirements only. Employees who are receiving L&I disability payments (other than a lump sum settlement), LEOFF I disability, or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term, a recipient of the incentive begins receiving L&I payments (other than a lump sum settlement), long term disability through Local 29, or LEOFF I disability, incentive payments under this program will cease.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, the next eligible applicant will receive the incentive.

Section 4 No COLA: The agreed monthly payment amounts will not be subject to any cost of living adjustment.

Section 5 Discontinuation/Reinstatement: The City reserves the right to discontinue the plan on January 1 of any year, with one year advance notice to Local 29. This City has provided such notice that the program will be discontinued following the 2013 retirements. After the program is discontinued, employees who are approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

The City further reserves the right to reinstate the plan on January 1 of any year.

ARTICLE XXIII - SUPPLEMENTAL AGREEMENTS

Topics relating to maintenance of contract provisions shall be negotiable under this section.

This Agreement may be amended, provided both parties concur. Supplemental agreements thus completed will be signed by the responsible Union and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions. All supplemental agreements that have not expired by their own terms as of the effective date of this Agreement shall remain a part of this Agreement and any successor Agreement and subject to all of its provisions. Going forward, any supplemental agreement negotiated after the effective date of this Agreement that is not incorporated into the successor Agreement, shall be null and void upon the effective date of the successor Agreement.

ARTICLE XXIV - GRIEVANCE PROCEDURE AND ARBITRATION

Grievances or disputes, which may arise, involving the interpretation of this Agreement shall be settled in the following manner. The grieving party may be the Union, an employee or the City. The matter must be submitted in writing within 30 calendar days after the occurrence or when the facts giving rise to the grievance should have been known, whichever is later.

So that the parties have an opportunity to discuss the matter, the issue shall be scheduled for discussion at a Labor/Management meeting convened for this purpose. In no case shall 30 days pass from the submission of the matter without this meeting being held.

If the matter is not resolved at the meeting, the Union or an employee shall present a grievance as follows:

Step 1: To the Fire Chief for adjustment within seven (7) business days of the Labor/Management meeting where the issue was discussed. The Fire Chief must reply within seven (7) business days from the receipt of the grievance.

Step 2: If the grievance is not settled by the Fire Chief's response, the Union must submit the grievance to the Mayor for adjustment within seven (7) business days of the receipt of the response. The Mayor (or designee) must reply within seven (7) business days of the receipt of the grievance.

Step 3: If the grievance is not settled by the Mayor's (or designee's) response, or in the case of a grievance presented by the City, the matter must be referred to a meeting of the negotiating committee of both parties. The meeting is to be scheduled and should be held within thirty (30) business days. At that meeting all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached, the matter shall be submitted to arbitration by either party within sixty (60) days following the submission of the grievance at Step 3.

Step 4: Arbitrator - The City and the Union mutually agree to select an arbitrator to hear grievances. The decision rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall be selected by mutual agreement. If no one can be unanimously selected, the two sides will develop a list of five names each. Each party shall alternately cross off one name until only one remains. Effective January 1, 2008 the City will strike first. Future first strikes will be done on an alternating basis. This person shall then be designated as the arbitrator to hear the grievance.

Step 5: The arbitrator shall hear the case within twenty (20) working days after the case is presented. The arbitrator shall make a written report of his findings to the Union and to the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall follow the rules of the American Arbitration Association. The final decision of the arbitrator shall be implemented as soon as possible, but no later than thirty (30) days after the final decision is rendered. The Arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit his recommendations solely to the interpretation and application of this Agreement. The above time limits of this provision may be extended by mutual agreement or by order of the arbitrator.

Step 6: Each grievance or dispute will be submitted separately except when the City and the Union mutually agree to have more than one grievance or dispute submitted to the arbitrator.

Step 7: The City and the Union shall bear the expense of the arbitrator. Any party requesting stenographic services shall bear their own expense unless otherwise agreed.

Failure by either party to comply with the time limits set forth shall serve to promote the grievance to the next step of the grievance procedure.

If the grievance is not to be further pursued, the grieving party is to provide written notice of such to the other party.

Time limits as specified may be extended by mutual agreement of the two parties.

A "business day" shall exclude weekends, holidays, and, for the Chairperson of the Union Grievance Committee, scheduled shifts.

APPENDIX A - PAY SCHEDULE

Effective first pay period of 2020

Section 1 Firefighter Salary Plan:

Probationary (Step 1)	66%
At 1 yr Anniversary (Step 2)	77%
At 2 yr Anniversary (Step 3)	88.5%
At 3 yr Anniversary (Step 4 – no Longevity, top step FF, hourly wage)	100%
At 5 yr Anniversary	102%
At 10 yr Anniversary	104%
At 15 yr Anniversary	106%
At 20 yr Anniversary	108%
At 25 yr Anniversary	110%
At 30 yr Anniversary	112%
At 35 yr Anniversary	114%

2020 Top Step FF hourly rate (2.5% Increase)

08 Hour – \$41.51

24 Hour – \$35.98

2021 Top Step FF hourly rate (3% Increase)

08 Hour – \$42.76

24 Hour – \$37.06

2022 Top Step FF hourly rate (4.5% Increase)

08 Hour -- \$44.68

24 Hour -- \$38.73

2023 Top Step FF hourly rate (5.0% Increase)

08 Hour -- \$46.91

24 Hour -- \$40.67

2024 Top Step FF hourly rate (4.0% Increase)

08 Hour -- \$48.79

24 Hour -- \$46.45

1.1 Promotional Increases:

Fire Equipment Operator	6.1%
Fire Lieutenant, Deputy Fire Marshal	16.8%
Fire Captain, Training Capt., Asst. Fire Marshal	33.5%

1.2 Add to Pay:

Paramedic	13%
Special Operations Team on assignment	1%
Special Operations Team after technician certification or 1 year	2%
Special Operations Team after specialist certification or 2 years	5%
Pass Fire Inspector I Test (& obtain Certification)	\$2,500
Pass Fire Inspector II Test (& obtain Certification)	5%
Investigators:	
Full-time	14%

Supplemental Investigators that have attained and maintain CFEI will receive the following experience pay:

Completion of CFEI or FIT Training and Certification	4%
24 – 36 Months	6%
36 – 48 Months	8%
48 – 60 Months	10%
60+	12%

	Member(s) in charge	Worker(s)
Air room	1.2%	3.8%
Tarp room	4.0% (1)	3.5% (4)
EMS Supplies	6.0%	1.8%
Ped Med	2.4%	
Rope	2.3%	

1.3 Base Pay: An employee's base pay is equal to the regular hourly rate at the appropriate classification (including longevity), plus add to pay, including, but not limited to, paramedic pay, specialty pay and/or certification pay.

1.4 Pay Estimates:

Annual: 24 hour employee = regular hourly rate times 2409
8 hour employee = regular hourly rate times 2088

Monthly: Annual divided by 12

Bi-weekly: Annual divided by 26.1 or;
24 hour employee = regular hourly rate times 92.3
8 hour employee = regular hourly rate times 80.0

*All percentages are of the 3rd yr anniversary (Grade 265, Step 1)

After January 1st, 2024, pay estimates will be as follows

Annual: 24 hour employee = regular hourly rate times 2192.4
8 hour employee = regular hourly rate times 2088

Monthly: Annual divided by 12

Bi-weekly: Annual divided by 26.1 or;
24 hour employee = regular hourly rate times _80.4
8 hour employee = regular hourly rate times 80.0

Example: 10 yr Lt, Medic, Tarp Room (member in charge)

10 yr. Longevity	104%
Lieutenant	16.8%
Medic	13.0%
Tarp Room (in charge)	3.6%
Total	137.4% times Top Step FF (Step 5 no longevity)

2013 Top Step FF (8 hr) = \$36.61 x 137.4% = \$50.30

2013 Top Step FF (24hr) = \$31.74 x 137.4% = \$43.61

Section 2 Dispatcher Salary Plans:

Fire Communications Specialist and Firefighter Dispatcher hired after 05/11/02

Step 1 – Entry Level	100%
Step 2 – after 6 months of service	110%
Step 3 – after 1 year of service	120.5%
Step 4 – after 2 years of service	130.5%
Step 5 – after 3 years of service	143.5%
Step 6 – after 4 years of service	163%
Step 7 – after 5 years of service	170.5%
Step 8 – after 6 years of service	179.5%
Step 11 – after 10 years of service	183.5%
Step 16 – after 15 years of service	187.0%
Step 21 – after 20 years of service	191.0%
Step 26 – after 25 years of service	195.0%
Step 31 – after 30 years of service	198.5%
Step 36 – after 35 years of service	202.5%

Dispatch

2020 Entry Level Dispatcher rate: (2.5% Increase)

08 Hour – \$18.72

24 Hour – \$21.70

2021 Entry Level Dispatcher rate: (3% Increase)

08 Hour – \$19.28

24 Hour – \$22.35

2022 Entry Level Dispatcher rate: (4.5% Increase)

08 Hour -- \$20.15

24 Hour -- \$23.36

2023 Entry Level Dispatcher rate: (5.0% Increase)

08 Hour -- \$21.16

24 Hour -- \$24.53

Fire Comm. Center Shift Supervisor – Uniform – Longevity increases at 25, 30 and 35 years only:

Step 1 – Entry Step

Step 2 – after 1 year of service 101.70%

Step 3 – after 2 years of service 103.40%

Step 4 – after 3 years of service 105.10%

@ 25 yrs longevity add 1.6%

@ 30 yrs longevity add additional 1.6% (3.2% total longevity)

@ 35 yrs longevity add additional 1.6% (4.8% total longevity)

Entry Step amount is basis for all multipliers.

Example #1: Step 2, 30 years longevity

Entry Step - $\$37.66 \times (101.7\% + 3.2\%)$ or $\$37.66 \times 104.9\% = \39.51

Example #2: Step 4, 25 years longevity

Entry Step - $\$37.66 \times (105.1\% + 1.6\%)$ or $\$37.66 \times 106.7\% = \40.18

Fire Comm Shift Supervisor – Civilian:

Step 1 – Entry Step	100%
Step 2 – after 6 months of service	111%
Step 3 – after 1 year of service	122%
Step 4 – after 2 years of service	126%
Step 5 – after 3 years of service	128%
Step 6 – after 4 years of service	130%
Step 7 – after 5 years of service	132%
Step 8 – after 6 years of service	135%
Step 26 – after 25 years of service	137%
Step 31 – after 30 years of service	139%
Step 36 – after 35 years of service	141%

Assistant Combined Communication Manager:

Step 1 – Entry Step	100%
Step 2 – after 6 months of service	101%
Step 3 – after 1 year of service	103%
Step 4 – after 2 years of service	104%
Step 26 – after 25 years of service	106%
Step 31 – after 30 years of service	107%
Step 36 – after 35 years of service	109%

2.1 Pay Estimates:

Annual: 24 hour employee = regular hourly rate times 2192.4
8 hour employee = regular hourly rate times 2088

Monthly: Annual divided by 12 or;
24 hour employee = hourly rate time 201.58

Bi-weekly: Annual divided by 26.1 or;
24 hour employee = regular hourly rate times 80.2
8 hour employee = regular hourly rate times 80.0

APPENDIX B - MEDICAL INSURANCE

Agreement

**Between Spokane Firefighters and the City of Spokane regarding the
Spokane Fire Fighters (Local 29) Benefit Trust**

The City of Spokane (“City”) and IAFF Local 29 (“Union”) enter into the following agreement (the “Agreement”) concerning health care coverage for bargaining unit employees, their spouses, qualified domestic partners, and dependents. It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to 1.) meet the welfare benefit health care needs of employees, their spouses, qualified domestic partners, and dependents; 2.) provide greater collective consumer choice, control, and accountability; 3.) participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

I. Coverage and the Provider

- A. The Union created the trust (the “Trust”) effective January 1, 2013, with the Trustees determined by the Union. All City health contributions (the “Trust Contributions”) will be made to the Trust.
- B. All of the Trust Contributions made by the City will be contributed to the Trust, and will be used only for the purpose of providing health care and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501(c)(9) (“Health Care Benefits”). The Trust will give notice to the City within 60 days of implementation if any Trust Contributions from the City are used for purposes other than benefits that are generally exempt from income and payroll taxes, but that may otherwise be permitted under Code Section 501(c)(9).

The primary purpose of establishing the Trust is to fund health and welfare benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative expenses, including broker fees, related to providing such coverage, and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator (“TPA”), as may be needed, to administer the Trust, which may include the payment of claims. Upon request, the Trustees will provide the City with a copy of the Trust’s annual audit (or other financial statement in the event that an audit is not required under ERISA), which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.

- C. All health plan decisions, including but not limited to, the level of coverage, who is covered, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the required Trust Contributions. All decisions related to the health and welfare benefits for the Union will be made by the Trust.
- D. The Trust, either directly or through its advisors, is expected to: (1) put in place a contract for either a fully insured medical plan or suitable stop loss insurance if self-insured plan is developed; (2) contract with a qualified professional to determine appropriate reserves; (3) contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees; (4) put in place a fidelity bond covering all persons who handle plan assets.

II. Trust Contributions

A. Amount of Contributions

The City shall contribute the amounts described in Article XIX – Insurance of the Collective Bargaining Agreement to the Trust to provide such combination of health and welfare benefits as the Trustees may determine, which may include medical, dental, vision, VEBA/HRA, Life Insurance/AD&D, or other welfare benefits permitted under Code Section 501(c)(9).

The City shall facilitate a payroll deduction for LTD premiums on an after-tax basis so that such benefits can be provided to bargaining unit members, and remit such contributions to the Trust on a monthly basis.

- B. All Trust Contributions must be made to the Trust by the 25th day of the month or three days after the second pay day of each month, whichever is later, for the following month's coverage. Trust Contributions will be made for each Local 29 represented employee that is on the payroll (and not in an unpaid leave of absence status) as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

An employee becomes eligible for medical on the 1st day of the month following date of hire. Upon return from layoff, medical leave, or military leave, eligibility begins the 1st day of the month following the return.

- C. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
- D. In the event the Trust determines that employee contributions to health care coverage are required the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time

deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.

III. Operational Coordination

- A. The switch to the Trust-based plan was made effective January 2013.
- B. The parties acknowledge that Trust was formed under Code Section 501(c)(9) and will be treated as a “union sponsored” benefit plan that is generally regulated under ERISA. The IRS has issued a formal determination letter confirming that the Trust is a tax-exempt entity. On-going regulatory oversight will be provided by the U.S. Department of Labor under authority granted by Title I of ERISA.
- C. If any City employee transfers from a non-covered position, to one covered by this Collective Bargaining Agreement, standard “transition” rules applicable in the insurance industry when an employee changes from one health plan to another will apply. All services incurred on or after the Transition Date will be the responsibility of the new plan.
- D. Bargaining unit employees/dependents (or former bargaining unit employees/dependents) on COBRA coverage (offered pursuant to federal requirements) as of the Transition Date were moved to the new plan. The Trust has ongoing responsibility for all COBRA coverage (pursuant to federal requirements) initiated on or after the Transition Date.
- E. The City and the Trust will work together to determine how best to ensure a smooth and orderly operation of the Trust. This will include notification concerning a change in an employee’s eligibility status (termination of employment, going on a leave, etc.), determination of who will answer employee questions, and how best to explain coverage to new employees. Unless otherwise agreed, these tasks will be the responsibility of the Trust, the TPA, and/or the broker hired by the Trust.
- F. The Trust and the City will work together to provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable or for developing procedures that allow the value of such Trust-based medical coverage to be reported on IRS Form W-2 for participating employees. Where feasible, the City will report the value of any Trust provided coverage as part of its payroll reporting process, based on information provided by the Trust.

If on-going reporting by the City is not feasible, and the Trust files quarterly federal tax returns for any related payroll taxes, the City shall fund the “employer” portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll

taxes beyond what the City is currently responsible for. The Trust shall separately bill the City for any such payroll taxes that may be due.

The Trust and the City will coordinate, as necessary and appropriate, in complying with the IRS Form 1095-B & 1095-C filing requirements (or any such similar reporting items that may apply in the future).

IV. Legal

- A. In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than the employer portion of any required payroll taxes as referenced in III.F.) from the Trust Contributions due the following month (or months).
- B. To the extent necessary, the Trust and the City will coordinate on any limitations applicable to bargaining unit members under the City's FSA to avoid the imposition of the Cadillac Tax on such benefits.
- C. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPPA, COBRA, and PPACA.
- D. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless the City from any and all liability relating to claims that are the responsibility of the Trust. In the event the Trust has insufficient assets to perform its obligations under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability relating to the operation of the Trust.
- E. Within ten (10) days of the creation of the Trust, and following its first formal Trust meeting, the Union provided the City with written documentation signed by a Trust officer with authority to bind the Trust, confirming that the Trust will comply with and be bound by the provisions of this Agreement and administer Trust Contributions in accordance with the Trust Agreement. A copy of the Trust Agreement has been provided to the City.

V. Information

- A. The City will be provided with a copy of an annual audit (if required) within one hundred fifty (150) days of the end of each fiscal year of the Trust or within 30 days after such audit is filed with the U.S. Department of Labor as part of the Trust's annual Form 5500 filing.
- B. The Union will provide the City with sufficient information to bargain

concerning the ongoing operation of the Trust, consistent with RCW 41.56.

VI. Dispute Resolution

- A. The parties will utilize binding arbitration in order to resolve any dispute between the Union and/or the Trust and the City concerning the terms and provisions of this agreement. In the event of such a dispute, the parties will first attempt to mutually agree upon an arbitrator. In the event no agreement is reached, the arbitration provisions contained in the bargaining agreement will be utilized to select the arbitrator. In any arbitration, the arbitration provisions of the bargaining agreement will be utilized to conduct the arbitration.

VII. Miscellaneous

- A. The City and the Trust (or its authorized agents or advisors) will work together in good faith to develop a strategy for communicating with employees concerning the transition and plan administration, as well as the exchange of information necessary on an ongoing basis.

APPENDIX C – TRADE TIME

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SPOKANE and IAFF LOCAL 29

SUBJECT: Trade Time

The City of Spokane and Local 29 mutually agree to the following terms regarding Trade Time. This MOU supersedes all prior contracts and agreements regarding Trade Time.

I. Trade Time

- A. Suspension of trade time privileges may result for those who do not comply with these provisions. (It is not the intent to suspend trade time for initial minor violations but for repeat or substantial violations.)
- B. All trades must stand on their own merit, meaning it may not cost the department any out of class, out of grade, overtime, or other costs when the trade is approved.
- C. Station Officers and Battalion Chiefs must consider the overall strength of the crew and shift when making the decision to approve or disapprove a trade. Trade times may be denied for cause.
- D. Personnel working the trade time must be qualified (not necessarily the same rank) to work in the position of the person with whom they are trading. "Qualified" pertains to these skills: FEO (driving), Officer (riding the seat), and Paramedic. Such skills as specialty team skills, second driver etc. will not be included in the definition of qualified for purpose of trading time.
- E. Debit day and draft trades have no rank/training requirements (except when drafting for specific skill, i.e. Paramedic).
- F. In multiple apparatus stations, officers on the same shift may swap apparatus positions (assuming the apparatus officer responsibilities for that apparatus) prior to making a trade with a non-officer. Trading officers must contact their Battalion Chief to make the swap in Telestaff prior to entering any other trades.
- G. Personnel trading time must assume all responsibilities of the position traded into, including training, company surveys, apparatus and equipment maintenance, and station duties and reports, except on debit day trades.
- H. The two members involved in the trade enter into a contract (documented in TeleStaff). The person working the trade will assume responsibility for the shift agreed to work. Should he/she not show up to work the trade, he/she (and not the person trading off) will be charged the deduct. **NOTE: Trade times must be entered into Telestaff at least one shift before the trade.**

- I. Persons trading time may be required to arrange for makeup, on-duty, of any missed drills or training sessions. If the drill is mandatory, the person trading time will be required to arrange for a makeup drill on-duty.
- J. All needed trade time approvals, except in the case of emergency, must be obtained prior to the trade. Emergency trades must be submitted to their Battalion Chief for approval.
- K. Trade times up to two consecutive shifts will be submitted for approval by the Company Officer under the direction of his/her Battalion Chief.
- L. Trade times of three consecutive shifts will be submitted to their Battalion Chief for approval.
- M. Trade times over three consecutive shifts must additionally be submitted to the Deputy Chief of Operations for approval.
- N. For the purposes of trade time approval, consecutive shifts shall include only consecutive trade times. If vacation or any other absence falls between trade times, it will interrupt the number of "consecutive" trade times (e.g. you have a trade, one vacation shift, and another trade time arranged, which means you will be absent for 3 shifts in a row. Approval, in this case, will be by the Station Officer for each of the two non-consecutive trades). Convenience, or flip-flop, trades within a 48 hour period will not be included in consecutive shifts off, but must meet all trade time requirements.
- O. No member shall work more than 72 consecutive hours, voluntarily or forced. A member will not be removed from the draft list if accepting a draft would cause them to be over the 72 hour limit. The member shall send an email to the Operations Chief requesting reinstatement to the draft list, which must be made before the end of the member's next duty shift. Reinstatement to the draft list will occur as soon as the IMS division makes the change to the program (may be delayed on weekends).
- P. All benefits due a member while on-duty will apply whenever the member is working a scheduled trade time or exchange day. For example, a member who has traded on may call in injured or sick and receive sick/disability leave for the traded shift. **Note:** For those special leaves that are limited to a specific number of shifts (such as paternity or bereavement), any shift off granted while the member is working a trade during that special leave period will be considered as one shift out of the limited number allowed.
- Q. Only the members involved in the trade may cancel trades, and only if there is mutual consent of the members involved in the trade. Their Battalion Chief must be notified prior to the trade being officially canceled. The Battalion Chief may be contacted by phone, e-mail, or by contacting dispatch and leaving the member's name and contact number. The Battalion Chief will confirm with dispatch all trades that have been canceled.
- R. No member will be allowed to trade on/off beyond a negative or positive balance of more than 10 shifts (240 hrs) of unaccounted for trades. These limits will apply for

each year, and all hours will zero out on January 1 of each year. Trades for Union Business will be exempt from the 10-shift cap. If the limit is exceeded that specific trade time (TTW or TTO) is suspended until the hour differential is reduced to 200 hours.

- S. Any member working for another member (Trade Time On) and is required by Administration to work in a higher classified position than the position traded into, such as a Fire Equipment Operator, Paramedic or an Officer, shall receive out-of-class pay under the provisions of the Collective Bargaining Agreement.

II. Paramedic Trades

Along with the requirements in Section I, once certified and able to perform the duties of a paramedic, a member must follow the steps below to obtain a trade time. In order to trade, personnel understand and agree that at shift change the member will wait to be relieved by an on-coming member who is paramedic certified.

- A. Trade with another paramedic.

If unable to meet Section 'A' above; then Section 'B' below can be used.

- B. Follow all above requirements, but trade with a non-medic. Non-Medic trades must be pre-approved by their Battalion Chief. The department may deny the trade if the number of paramedics per shift would be less than the number of ALS apparatus.

III. Dispatch Personnel


Dispatchers may not trade so that they are responsible for greater than a 36 hour shift.


IV. Probationary Members


Probationary members may not trade. The Fire Chief can make a case by case exception for this in emergencies. Probationary members are not permitted to utilize any current exchange day rules.

DATED this 22nd day of April, 2013.

For the City:

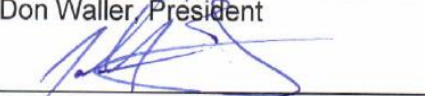

Brian Schaeffer, Asst. Fire Chief


Heather Lowe, HR Director


Erin Jacobson, Asst. City Attorney
Approved as to Form

For Local 29:


Don Waller, President


John Goodman, Vice-President



Thad Frater, Secretary-Treasurer

SIGNATURE PAGE

DATED THIS 4th DAY OF May, 2016.

For The City:


David A. Condon, Mayor



Theresa M. Sanders, City Administrator


Bobby Williams, Fire Chief


Heather L. Lowe, Human Resources Director


Brian Schaeffer, Assistant Fire Chief


Meghann Steinolfson, Sr. HR Analyst


Terri Pfister, City Clerk

APPROVED AS TO FORM:


Erin A. Jacobson, Assistant City Attorney



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

08/15/2022

Date Rec'd

8/3/2022

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: 7/29/2022.
Total:\$12,001,683.66 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$11,348,641.16

Summary (Background)

Pages 1-51 Check numbers: 587628 - 587782 ACH payment numbers: 105519 - 105826 On file for review in
City Clerks Office: 51 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 11,348,641.16

Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 30

APPROVAL FUND SUMMARY

DATE: 08/01/22
TIME: 07:27
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	884,528.10
1100	STREET FUND	537,125.63
1200	CODE ENFORCEMENT FUND	20,603.31
1300	LIBRARY FUND	62,011.05
1380	TRAFFIC CALMING MEASURES	345.99
1400	PARKS AND RECREATION FUND	113,178.94
1460	PARKING METER REVENUE FUND	15,574.76
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,933.61
1625	PUBLIC SAFETY PERSONNEL FUND	21,862.25
1630	COMBINED COMMUNICATIONS CENTER	12,015.59
1640	COMMUNICATIONS BLDG M&O FUND	10,358.93
1680	CD/HS OPERATIONS	7,845.76
1910	CRIMINAL JUSTICE ASSISTANCE FD	2,670.81
1940	CHANNEL FIVE EQUIPMENT RESERVE	24,353.05
1950	PARK CUMULATIVE RESERVE FUND	649.79
1970	FIRE/EMS FUND	501,418.50
3200	ARTERIAL STREET FUND	1,156,568.83
3365	2018 UTGO LIBRARY CAPITAL BOND	1,127.78
4100	WATER DIVISION	343,880.46
4250	INTEGRATED CAPITAL MANAGEMENT	574,084.04
4300	SEWER FUND	379,979.26
4480	SOLID WASTE FUND	1,406,096.87
4600	GOLF FUND	16,548.75
4700	DEVELOPMENT SVCS CENTER	36,814.38
5100	FLEET SERVICES FUND	197,961.94
5200	PUBLIC WORKS AND UTILITIES	31,780.38
5300	IT FUND	415,304.14
5310	IT CAPITAL REPLACEMENT FUND	23,775.07
5400	REPROGRAPHICS FUND	9,850.18
5500	PURCHASING & STORES FUND	4,080.85
5600	ACCOUNTING SERVICES	19,479.89
5700	MY SPOKANE	4,898.68
5750	OFFICE OF PERFORMANCE MGMT	3,539.99
5800	RISK MANAGEMENT FUND	43,081.03
5810	WORKERS' COMPENSATION FUND	2,757.59
5820	UNEMPLOYMENT COMPENSATION FUND	45,911.28
5830	EMPLOYEES BENEFITS FUND	601,720.67
5900	FACILITIES MANAGEMENT FUND OPS	77,880.78
5902	PROPERTY ACQUISITION POLICE	23,541.55
5903	PROPERTY ACQUISITION FIRE	11,451.49
6060	EMPLOYEES' RETIREMENT FUND	2,680.57
6070	FIREFIGHTERS' PENSION FUND	25,108.81
6080	POLICE PENSION FUND	125,360.04
6255	LAW ENFORCEMENT RECORDS MGMT	30,748.25
6960	SALARY CLEARING FUND NEW	2,795,981.48
TOTAL:		10,631,471.10

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 30

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 08/01/22
 TIME: 07:28
 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,901.42	738.54	9.64
00587628	AIRGAS SPECIALTY PRODUCTS IN	33,309.46		
00587629	NORFOLK IRON & METAL CO	2,782.04		
00587630	SIX ROBBLEES INC	666.95		
00587631	SPOKANE RIVER FORUM	2,500.00		
00587632	TRUCKPRO HOLDING CORPORATION	225.97		
00587633	PRORATE AND FUEL TAX	12,655.42		
00587634	WA STATE DEPT OF REVENUE	11,014.56		
00587635	AFFORDABLE ASBESTOS ABATEMEN	430.55		
00587636	CENTURYLINK	6,542.44		
00587637	DRESSER RAND	118,061.03		
00587638	JOHN FRANKLIN	386.00		
00587639	KAISER FOUNDATION HEALTH OF	2,427.00		
00587640	VALLEY EMPIRE COLLECTION	56.96		
00587641	CHARLES CURTIS	35.00		
00587642	TODD DUFFY	36.00		
00587643	ROSA GAMERO	25.00		
00587644	O'REILLY AUTO ENTERPRISE LLC	237.00		
00587645	NATHAN GRAY	183.50		
00587646	DYNASTY ROOFING LLC	333.00		
00587647	TRADEMARK MECHANICAL	30.00		
00587648	RAMEY CONSTRUCTION CO INC	2,864.43		
00587649	LEVEL 3 FINANCING INC	3,693.99		
00587650	ORKIN	170.04		
00587651	SAFETY KLEEN CORPORATION	795.70		
00587652	SNW TEC LLC	58.65		
00587653	SPOKANE REGIONAL HEALTH DIST	16,116.10		
00587654	SPOKANE REGIONAL HEALTH DIST	1,761.59		
00587655	UNITED RENTALS NW INC	852.04		
00587656	UNITED STATES GEOLOGICAL	5,000.00		
00587657	WA STATE EMPLOYMENT SECURITY	45,875.39		
00587658	COMCAST			193.01
00587659	COMCAST			188.38
00587660	SHERI PORTER			6.00
00587661	PARK DEPT IMPREST FUND			266.55
00587662	RODDA PAINT CO			44.37
00587663	S & S ARTS & CRAFTS/DIV OF			107.15
00587664	PEROVICH PARTNERS INC			54.28
00587665	SPOKANE PRODUCTION SERVICE			1,711.13
00587666	SWIRE PACIFIC HOLDINGS, INC			148.00
00587667	TORRE REFUSE & RECYCLING DBA			1,370.00
00587668	WEST VALLEY SCHOOL DIST 363			2,000.00
00587669	US TREASURY	151.67		
00587671	HILLYARD FESTIVAL ASSOCIATIO	20.00		
00587672	BRIAN BLANKENSTEIN	3,600.00		
00587673	BOUND TREE MEDICAL LLC	4,111.74		
00587674	CENTURYLINK	174.79		
00587675	EASTERN WASHINGTON ATTORNEY	65.00		
00587676	VALLEY EMPIRE COLLECTIONS	55.12		
00587677	BKB PARAGON NW LLC	624.00		
00587678	CDB CONSTRUCTION	68.00		
00587679	LAWRENCE B STONE	1,653.30		
00587680	POWER CITY ELECTRIC INC	20.00		

REPORT: PG3640
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CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 08/01/22
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00587681	R & R HEATING	89.00		
00587682	STEVEN MACDONALD	696.76		
00587683	VITALIY TISHENKO	19.71		
00587684	NEW MARKETS TAX CREDIT	750.00		
00587685	OMNICARE LLC	267.26		
00587686	PACIFIC COMPANY LLC	4,477.72		
00587687	US BANK	19,157.82		
00587688	WA STATE DEPT OF LICENSING	2,823.00		
00587689	WA STATE DEPT OF LICENSING	16,551.00		
00587690	WA STATE PATROL	11,374.25		
00587691	NATIONSERVE	934.91		
00587692	CENTURYLINK		76.43	
00587693	ELYSE HOCHSTADT		50.00	
00587694	ELYSE HOCHSTADT		50.00	
00587695	VERN M PAGE		375.00	
00587696	SPOKANE PUBLIC LIBRARY IMPRE		157.99	
00587697	SPOKANE PUBLIC LIBRARY		962.00	
00587740	AT&T MOBILITY	12.24		
00587741	CENTURYLINK	101.63		
00587742	CLEAN HARBORS ENVIRONMENTAL	3,639.65		
00587743	DIRECT AUTOMOTIVE DISTRIBUTI	1,859.84		
00587744	HI-LINE ELECTRIC CO	394.23		
00587745	O'REILLY AUTOMOTIVE STORES I	52.32		
00587746	SIX ROBBLEES INC	125.70		
00587747	SPOKANE COUNTY WATER DIST NO	22.14		
00587748	TRUCKPRO HOLDING CORPORATION	70.79		
00587749	WESTERN SYSTEMS INC	98,787.70		
00587750	CENTURYLINK			108.07
00587751	COMCAST			633.11
00587752	COMCAST			205.07
00587753	JESSICA BEAN			149.00
00587754	TRACIE MAYO			27.19
00587755	ROBIN MARKS			776.25
00587756	OLIVIA WALDENBERT,			19.14
00587757	PATRICIA SIMPSON WARD			210.00
00587758	AMERICAN PUBLIC WORKS ASSN	3,360.00		
00587759	BOUND TREE MEDICAL LLC	492.07		
00587760	CENTURYLINK	281.53		
00587761	ROBIN R DEAN	80.00		
00587762	EASTERN WASHINGTON ATTORNEY	75.00		
00587763	GARLAND PRINTING CO	141.70		
00587764	GORDON AYLWORTH & TAMI PC	1,697.18		
00587765	ICMA RETIREMENT TRUST 457	220,252.37		
00587766	ING LIFE INSURANCE & ANNUITY	116,526.67		
00587767	WESTERN UNITED LIFE ASSURANC	19.00		
00587768	ANAYA MCKEEN	123.39		
00587769	HUNTER S SMIT	151.13		
00587770	M-T MANAGEMENT	239.74		
00587771	RAPHAEL AT TYPHOON EXCAVATIO	1,500.00		
00587772	BILL & GRACE WARNER	8,000.00		
00587773	PEOPLE QUALIFIED COMMITTEE	7.00		
00587774	PITNEY BOWES	497.04		
00587775	RODDA PAINT CO	41,005.80		

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00587776	SWANSON'S REFRIGERATION &	243.89		

00587777	UNITED STATES TREASURY	10,688.60	
00587778	US BANK OR CITY TREASURER	1,665,450.84	
00587779	WA STATE SUPPORT REGISTRY OR	750.00	
00587780	JUNE WALLACE	1,001.47	
00587781	WASHINGTON LEOFF	1,359,573.47	
00587782	NATIONSERVE		3,886.94
80105519	ABM JANITORIAL SERVICES SOUT	3,460.13	
80105520	ACTION MATERIALS	1,932.60	
80105521	ALLIANT INSURANCE SERVICES I	18,100.00	
80105522	ALS LABORATORY GROUP	1,447.00	
80105523	NORTHWEST INDUSTRIAL SERVICE	130.00	
80105524	DOWNTOWN SPOKANE PARTNERSHIP	25,000.00	
80105525	CAMTEK INC	9,038.76	
80105526	CDW GOVERNMENT INC	1,275.07	
80105527	COFFMAN ENGINEERS INC	2,914.16	
80105528	COLEMAN OIL COMPANY LLC	3,668.98	
80105529	COPIERS NORTHWEST INC	1,172.22	
80105530	CORE & MAIN LP	71,075.82	
80105531	DENNIS CLEAVANGER	8,778.24	
80105532	DEVRIES INFORMATION MANAGEME	7.98	
80105533	ELJAY OIL CO INC	3,228.61	
80105534	ENDRESS+HAUSER INC	2,199.26	
80105535	EUROFINS ENVIRONMENT TESTING	595.50	
80105536	FASTENAL CO	1,033.32	
80105537	FEDERAL EXPRESS CORP/DBA FED	22.62	
80105538	FINNOE DESIGN LLC	16,818.43	
80105539	GENERAL FIRE EXTINGUISHER	932.39	
80105540	IBEX FLOORING LLC	4,773.78	
80105541	KPFF CONSULTING ENGINEERS	35,731.88	
80105542	PACWEST MACHINERY LLC	1,603.01	
80105543	PAPE MACHINERY INC	7,604.93	
80105544	POHL SPRING WORKS INC	1,386.60	
80105545	POLICE STRATEGIES LLC	6,800.00	
80105546	SOLID WASTE SYSTEMS INC	5,288.55	
80105547	SPOKANE COUNTY TREASURER	59,273.46	
80105548	SPOKANE HOUSE OF HOSE INC	742.16	
80105549	LONGBALL INC dba	26,250.00	
80105550	SPOKANE TRANSIT AUTHORITY	3,001.28	
80105551	BRAD L WHITE	2,770.12	
80105552	SYSTEMS AND SOFTWARE INC	46,750.00	
80105553	THE HUNTINGTON NATIONAL BANK		221,000.00
80105554	TITAN TRUCK EQUIPMENT	235.84	
80105555	TRANSPORT EQUIPMENT INC	1,808.86	
80105556	VALENCE INC	8,708.72	
80105557	WENDLE FORD NISSAN ISUZU	401.41	
80105558	WESTERN REFUSE & RECYCLING	376.89	
80105559	WESTERN STATES EQUIPMENT CO	17,964.09	
80105560	ACTION MATERIALS	111.74	
80105561	ADVANCED TRAFFIC PRODUCTS IN	13,524.71	
80105562	AHBL INC		7,850.00
80105563	ALSCO DIVISION OF ALSCO INC		116.27
80105564	NORTHWEST INDUSTRIAL SERVICE		5,697.50

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80105565	ARAMARK UNIFORM SERVICES	25.17		
80105566	AVISTA UTILITIES	1,543.56		
80105567	BIG BELLY SOLAR LLC			35,715.29
80105568	CINTAS CORPORATION NO 3	2,223.60		
80105569	CLUB PROPHET SYSTEMS			1,219.68

80105570	COLEMAN OIL COMPANY LLC		6,041.73
80105571	COPIERS NORTHWEST INC	7,912.40	893.16
80105572	COYLE OUTSIDE LLC		2,856.00
80105573	DESAUTEL HEGE COMMUNICATIONS		9,530.09
80105574	DESIGN WORKSHOP INC		1,595.31
80105575	ELJAY OIL CO INC	1,702.60	
80105576	EUROFINS ENVIRONMENT TESTING	258.00	
80105577	FASTENAL CO	3,238.67	
80105578	FEDERAL EXPRESS CORP/DBA FED	179.67	
80105579	FIREPOWER INC		1,417.00
80105580	GALLS LLC	149.95	
80105581	GRADOVILLE ACTIVE TRAINING L	3,750.00	
80105582	DANIEL HALL		250.00
80105583	HELENA AGRI-ENTERPRISES		964.60
80105584	INLAND ENVIRONMENTAL RESOURC	14,644.28	
80105585	INLAND POWER & LIGHT CO	90.40	
80105586	KEMIRA WATER SOLUTIONS INC	99,595.83	
80105587	KPFF CONSULTING ENGINEERS		5,501.04
80105588	LOOMIS ARMORED US INC	14,657.23	
80105589	LSB CONSULTING ENGINEERS PLL	24,563.05	
80105590	L&T TRUCK DRIVER TRAINING IN	2,210.00	
80105591	MICHAEL TERRELL LANDSCAPE		1,556.25
80105592	MID CITY CONCERNS INC		1,543.75
80105593	NORCO INC	204.02	
80105594	NORTHEAST YOUTH CENTER		11,628.17
80105595	OLIN CORPORATION	7,647.69	
80105596	OLYMPIC FOUNDRY INC	11,761.10	
80105597	OXARC INC	4,042.73	7,371.83
80105598	PARAMETRIX INC	5,030.00	
80105599	PATRIOT FIRE PROTECTION INC		577.70
80105600	PETE LIEN & SONS INC	31,129.60	
80105601	POLYDYNE INC	32,017.62	
80105602	RAY TURF FARMS INC	119.79	
80105603	RINGCENTRAL INC	1,215.07	
80105604	BRANDSAFWAY SERVICES INC	1,308.00	
80105605	SAJB-WELLHEAD IMPLEMENTATION	25,000.00	
80105606	SEW UNIQUELY YOU		730.10
80105607	SITEONE LANDSCAPE SUPPLY LLC	364.70	
80105608	SPOKANE COUNTY TREASURER	9,024.75	
80105609	STAR RENTALS & SALES		372.85
80105610	STARPLEX CORP	30,015.33	
80105611	TPC HOLDING INC		545.00
80105612	TWO RIVERS TERMINAL LLC	5,228.51	
80105613	US BANK CORPORATE TRUST SVCS	300.00	
80105614	VERIZON WIRELESS	427.30	
80105615	WALT'S MAILING SERVICE		3,217.15
80105616	WEST CENTRAL COMMUNITY		6,056.25
80105617	WEST PLAINS AIRPORT AREA	183,361.04	

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
RUN NO: 30

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80105618	WILBUR ELLIS COMPANY			661.63
80105619	CARLA CARNEGIE			237.00
80105620	RYAN W GRIFFITH			139.40
80105621	LOREN MICHAEL MCDEID	136.00		
80105622	KELLE VIGELAND	1,490.76		
80105623	ACRANET CBS BRANCH/DIV OF	240.00		
80105624	ALPHA WIRELESS AUTOMATION	468.00		
80105625	ARAMARK UNIFORM SERVICES	16.78		
80105626	AVISTA UTILITIES	9,004.47	3,539.42	

80105627	BAKER & TAYLOR BOOKS		5,689.21
80105628	BLUEALLY TECHNOLOGY SOLUTION		1,840.60
80105629	BUDINGER & ASSOCIATES INC	1,860.38	
80105630	CAMERON-REILLY LLC	841,223.83	
80105631	CAMTEK INC	24,107.21	
80105632	CDW GOVERNMENT INC	303.33	
80105633	CENGAGE LEARNING INC		13.94
80105634	COLEMAN OIL COMPANY LLC	26,013.94	
80105635	COMCAST	192.64	
80105636	COMPUNET INC	400.00	
80105637	COPIERS NORTHWEST INC	405.13	
80105638	L N CURTIS & SONS	70,784.32	
80105639	DELL MARKETING LP	4,765.11	7,990.25
80105640	DESIGNER DECAL INC	473.06	
80105641	DEVRIES INFORMATION MANAGEME	223.44	
80105642	LUKE ESSER	3,500.00	
80105643	EVERGREEN STATE TOWING LLC	1,105.26	
80105644	EXPRESS NAME TAGS & MORE, IN		26.61
80105645	FEDERAL EXPRESS CORP/DBA FED	871.13	
80105646	GORLEY LOGISTICS LLC	21.75	
80105647	FIREPOWER INC	245.25	
80105648	GALLS LLC	7,125.57	
80105649	GUNARAMA WHOLESALE INC	5,742.06	
80105650	HALME CONSTRUCTION INC	368,805.40	
80105651	HUMANIX HUMAN RESOURCE		1,786.00
80105652	KERSHAW INC	599.50	
80105653	FRIENDS OF KSPS	23,719.14	
80105654	LEADSONLINE PARENT LLC	22,957.00	
80105655	LIFE ASSIST INC	622.21	
80105656	LSB CONSULTING ENGINEERS PLL	11,777.50	
80105657	MANENE LANGUAGE SERVICES LLC	1,722.00	
80105658	MARK ANDY INC	1,537.72	
80105659	MAX J KUNEY COMPANY	50,031.61	
80105660	MIDWEST TAPE		143.32
80105661	NICHOLAS MORSE	60.00	
80105662	MOUNTAIN CONSULTING SVCS LLC	495.00	
80105663	NAPA AUTO PARTS	796.08	
80105664	NORCO INC	92.21	
80105665	NW EMERGENCY VEHICLE GRAPHIC	395.67	
80105666	OCLC INC		51,766.36
80105667	OVERDRIVE INC		10,975.52
80105668	PACIFIC NW EMERGENCY EQUIPME	353.16	
80105669	PARAMETRIX INC	35,810.00	
80105670	PREMERA BLUE CROSS OR	283,615.89	

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80105671	SEAWESTERN FIRE APPARATUS &	27.25		
80105672	SPOKANE COUNTY TREASURER	290.19		
80105673	SWEETWATER SOUND INC		1,579.42	
80105674	TRACE ANALYTICS LLC	178.00		
80105675	TRUEPOINT SOLUTIONS LLC	225.00		
80105676	US BANK OR CITY TREASURER	42,587.97		
80105677	US BANK	8,607.50		
80105678	VERIZON WIRELESS	2,358.28	202.79	
80105679	WCP SOLUTIONS	194.78		
80105680	WESTERN GLOVE INC	91.43		
80105681	BRADLEY DILG	212.00		
80105682	TONY LAMAR NEWTON		836.00	
80105683	CARIS O MALLEY		789.72	

80105684	JASON RUFFING	241.00	
80105685	2B PROPERTIES LLC	3,698.40	
80105686	ALSCO DIVISION OF ALSCO INC	368.68	
80105687	NORTHWEST INDUSTRIAL SERVICE	320.00	
80105688	ARAMARK UNIFORM SERVICES	139.00	
80105689	ARROW CONSTRUCTION SUPPLY IN		530.46
80105690	ATLAS BOILER AND EQUIPMENT C		2,899.40
80105691	AVISTA UTILITIES	211,742.69	79,688.56
80105692	BARR-TECH LLC	65,978.41	
80105693	BECKER BUICK-GMC INC	635.96	
80105694	BETTER HEALTH TOGETHER	33,486.91	
80105695	BROWN AND CALDWELL	4,548.02	
80105696	BUCK'S TIRE & AUTOMOTIVE	130.80	
80105697	CAMTEK INC	395.67	
80105698	CATHOLIC CHARITIES	203,406.59	
80105699	CINTAS CORPORATION NO 3	892.03	
80105700	CLEAN ENERGY INC	18,152.14	
80105701	COEUR D'ALENE SERVICE STATIO	656.25	
80105702	COLUMBIA ELECTRIC SUPPLY/DIV	7,868.44	
80105703	CONNELL OIL INC	1,358.93	
80105704	STEVE CONNER		25,020.42
80105705	COPIERS NORTHWEST INC	335.84	409.71
80105706	CREEK AT QUALCHAN GOLF COURS		17,076.07
80105707	CUMMINS NORTHWEST LLC	3,429.86	
80105708	L N CURTIS & SONS	6,053.46	
80105709	GWP HOLDINGS LLC	977.03	
80105710	HARWIN LLC	446.90	
80105711	EUROFINS ENVIRONMENT TESTING	16,107.00	
80105712	EVERGREEN STATE TOWING LLC	331.36	
80105713	FASTENAL CO	2,895.63	
80105714	FIREPOWER INC		218.00
80105715	FLEET PAINTING INC	10,537.56	
80105716	FREIGHT WAY INC		600.00
80105717	GALLS LLC	1,067.38	
80105718	BRIDGESTONE AMERICAS INC	9,159.99	
80105719	GHD INC	64,879.49	
80105720	WINGFOOT COMMERCIAL TIRE	19,300.91	
80105721	GORDON TRUCK CENTERS INC DBA	751.03	
80105722	GRAINGER INC	486.85	
80105723	GROUNDWATER SOLUTIONS INC	22,981.45	

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80105724	HDR ENGINEERING INC	14,647.07		
80105725	HUGHES FIRE EQUIPMENT INC	528.58		
80105726	HYDRAULICS PLUS INC	1,757.52		
80105727	ITRON INC	11,344.86		
80105728	JOHNSON CONTROLS FIRE	27,684.97		
80105729	KENWORTH SALES COMPANY	23,979.08		
80105730	LEXIS-NEXIS RISK & ANALYTICS	163.50		
80105731	MACKAY METERS INC	1,670.00		
80105732	MCKINSTRY CO LLC	1,134.28		
80105733	MOTION AUTO SUPPLY	446.63		
80105734	MUNICIPAL EMERGENCY SERVICES	671.48		
80105735	CONSOR NORTH AMERICA INC	4,129.00		
80105736	NAPA AUTO PARTS	1,522.78		
80105737	NORCO INC	178.49		
80105738	NORTH DIVISION MUFFLER CLINI	179.85		
80105739	NOVUS AUTO GLASS	65.35		
80105740	OIL RE-REFINING CO INC	280.25		

80105741	PACIFIC NW EMERGENCY EQUIPME	75.14	
80105742	PACWEST MACHINERY LLC	11,152.96	
80105743	PARAMETRIX INC	8,636.30	
80105744	PERFORMANCE SYSTEMS		51.61
80105745	POINTE PEST CONTROL	267.05	
80105746	QUANTIX INC/ENTERTAINMENT		313.94
80105747	RACOM CORPORATION	1,177.20	
80105748	REGIONAL DISPOSAL COMPANY	748,981.14	
80105749	RIVER PARK SQUARE LLC	1,840.00	
80105750	SAFEBUILT WASHINGTON LLC	5,323.75	
80105751	SANDBAGGERS CLUB LLC		17,609.45
80105752	MCLOUGHLIN & EARDLEY GROUP	177.71	
80105753	SPOKANE NEIGHBORHOOD ACTION	45,730.80	
80105754	SOLID WASTE SYSTEMS INC	2,059.68	
80105755	SPOKANE COUNTY TREASURER	183,445.46	
80105756	SPOKANE HOUSE OF HOSE INC	269.02	
80105757	BRAD L WHITE	1,127.89	
80105758	T & T GOLF MANAGEMENT INC		42,204.94
80105759	TOBY'S BODY & FENDER INC	9,686.00	
80105760	TRANSITIONS DBA TRANSITIONAL	18,939.96	
80105761	TRANSPORT EQUIPMENT INC	316.60	
80105762	US BANK P CARD PAYMENTS	82,213.19	
80105763	VAN NESS FELDMAN LLP	1,336.50	
80105764	VERIZON WIRELESS	1,772.59	
80105765	VOLUNTEERS OF AMERICA OF	129,287.87	
80105766	WA STATE DEPT OF ECOLOGY	60.00	
80105767	WENDLE FORD NISSAN ISUZU	592.61	
80105768	WESTERN STATES EQUIPMENT CO	2,421.98	
80105769	WILBUR ELLIS COMPANY		102.46
80105770	YWCA	99,389.06	
80105771	KASEY AUSTIN	420.00	
80105772	HARRY G LOCHRIDGE	130.00	
80105773	ACCELA INC	200,440.23	
80105774	AFLAC/AMERICAN FAMILY LIFE	27,746.73	
80105775	AVISTA CORPORATION	18,914.88	
80105776	BARR-TECH LLC	201,288.83	

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80105777	BIG BELLY SOLAR LLC	1,123.42		
80105778	CATHOLIC CHARITIES	21,462.56		
80105779	COEUR D'ALENE SERVICE STATIO	840.00		
80105780	COLEMAN OIL COMPANY LLC	5,939.80		
80105781	COMPUNET INC	3,185.50		
80105782	CORE & MAIN LP	22,910.07		
80105783	CHARLES R DELGADO	958.75		
80105784	DELTA DENTAL OF WASHINGTON	42,795.58		
80105785	DEVRIES INFORMATION MANAGEME	23.94		
80105786	DIGNITARY PROTECTION TEAM FU	125.00		
80105787	EDNETICS INC		14,565.09	
80105788	EDU MEMBERSHIP FUND	2.50		
80105789	ELECTRONIC CONCIERGE			2,606.81
80105790	EVERGREEN STATE TOWING LLC	1,983.18		
80105791	FASTENAL CO	12,403.11		
80105792	FIRE PROTECTION SPECIALISTS	999.06		
80105793	FRANK GURNEY INC	29,606.56		
80105794	FULCRUM MANAGEMENT SOLUTIONS	26,918.64		
80105795	H D FOWLER COMPANY	8,585.07		
80105796	INTERFAITH HOSPITALITY	97,965.79		
80105797	JRM ENTERPRISES INC	4,550.00		

80105798	KAISER FOUNDATION HEALTH PLA	225,826.61	
80105799	KATHERINE HOWARD	7,875.00	
80105800	LIFE ASSIST INC	1,356.05	
80105801	LUCI CREATIVE LLC		3,177.35
80105802	MITCHELL HUMPHREY & CO	110,727.65	
80105803	NETWORK DESIGN & MGMNT INC	19,590.99	
80105804	OSBORN CONSULTING INC	74,729.28	
80105805	PREMERA BLUE CROSS	69,211.48	
80105806	PROVOST PROFESSIONAL	1,684.36	
80105807	QUESTICA LTD	22,500.00	
80105808	REHN & ASSOCIATES	20,523.29	
80105809	SHAMROCK MANUFACTURING INC	175,451.94	
80105810	SHI CORP	7,041.48	
80105811	SPOKANE POLICE CHAPLAIN	12.50	
80105812	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80105813	SPOKANE POLICE SWAT TEAM	370.00	
80105814	SPOKANE POLICE TACTICAL TEAM	608.00	
80105815	PAUL TAPIA	357.50	
80105816	THOMSON WEST	1,518.35	
80105817	TRANSITIONS DBA TRANSITIONAL	9,632.75	
80105818	TROXLER ELECTRONIC	2,889.85	
80105819	UNITED WAY	343.50	
80105820	US BANK TRUST NA	873,650.74	
80105821	VERIZON WIRELESS	2,514.07	
80105822	VIP PRODUCTION NORTHWEST INC		5,889.84
80105823	VOLUNTEERS OF AMERICA OF	49,499.66	
80105824	WA ST COUNCIL OF CITY & COUN	177.00	
80105825	WHOLESALE FLOORS NW LLC		3,091.24
80105826	US BANK TRUST NA	100,000.00	

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		11,348,641.16	116,312.64	536,729.86
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		CITYWIDE TOTAL:		12,001,683.66

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80105524	25,000.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80105547	59,273.46
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80105755	175,098.34
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80105550	3,001.28
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	182.27-
US BANK CORPORATE TRUST SVCS	OTHER MISC CHARGES ACH PMT NO. - 80105613	300.00
TOTAL FOR 0020 - NONDEPARTMENTAL		262,490.81

0030 - POLICE OMBUDSMAN

POLICE STRATEGIES LLC DBA SANFORD OLSEN & SCALES	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105545	6,800.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	865.67
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	118.82
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80105762	200.00
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80105762	14.61
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	3,332.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	1,163.82
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105614	128.19
TOTAL FOR 0030 - POLICE OMBUDSMAN		12,623.61

0100 - GENERAL FUND

BKB PARAGON NW LLC KEITH VOLSIC	PERMIT REFUNDS PAYABLE CHECK NO. - 00587677	624.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RAMEY CONSTRUCTION CO INC BRYAN VOELZKE	PERMIT REFUNDS PAYABLE CHECK NO. - 00587648	2,864.43
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US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80105762	312,248.67-
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00587634	11,014.56
TOTAL FOR 0100 - GENERAL FUND		297,745.68-

0230 - CIVIL SERVICE

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,781.53
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	36.78
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	399.19
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80105762	17.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	2,098.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,773.05
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105821	85.46
TOTAL FOR 0230 - CIVIL SERVICE		9,191.01

0260 - CITY CLERK

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	1,436.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	1,929.95
TOTAL FOR 0260 - CITY CLERK		3,366.41

0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	57.75
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	852.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0300 - HUMAN SERVICES	910.09
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0320 - COUNCIL

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE
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	ACH PMT NO. - 80105578	8.32
FULCRUM MANAGEMENT SOLUTIONS DBA THOUGHTTEXCHANGE	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105794	26,918.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	500.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80105642	3,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	6,564.99
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	36.87
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	50.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	5,456.22
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105678	942.44

TOTAL FOR 0320 - COUNCIL	43,977.53
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,367.89
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80105762	625.00
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80105762	2,276.16
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	789.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	23.97
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	54.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	2,986.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	ADVERTISING	56.25
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TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	9,179.64
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0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105519	2,130.36
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AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587758	840.00
LSB CONSULTING ENGINEERS PLLC	OTHER IMPROVEMENTS ACH PMT NO. - 80105589	16,240.65
TROXLER ELECTRONIC LABORATORIES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105818	2,889.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	12,820.29
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	825.44
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	150.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	880.40
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	579.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	227.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	16,885.65
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105821	1,633.40
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80105821	795.21
TOTAL FOR 0370 - ENGINEERING SERVICES		56,897.80

0410 - FINANCE

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105588	4,067.76
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	4,416.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	2,673.24-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	3,808.23
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	31.60
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	247.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,785.29

TOTAL FOR 0410 - FINANCE		----- 13,683.46
0430 - GRANTS MANAGEMENT		

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	520.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	701.24
TOTAL FOR 0430 - GRANTS MANAGEMENT		----- 1,221.67
0450 - NEIGHBHD HOUSING HUMAN SVCS		

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	844.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	1,131.43
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		----- 1,975.87
0470 - HISTORIC PRESERVATION		

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	520.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	697.66
TOTAL FOR 0470 - HISTORIC PRESERVATION		----- 1,218.34
0480 - OFFICE OF CIVIL RIGHTS		

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	208.76
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		----- 208.76
0500 - LEGAL		

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105519	1,329.77
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105625	41.95
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105566	700.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105566	70.79
DEVRIES INFORMATION MANAGEMENT		OPERATING SUPPLIES

	ACH PMT NO. - 80105785	23.94
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00587762	140.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80105646	21.75
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80105797	3,601.19
ROBIN R DEAN	LEGAL SERVICES CHECK NO. - 00587761	80.00
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80105672	55.92
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	22.31
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	0.10-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	9,780.53
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80105762	552.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	221.98
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105762	60.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	12,674.74
VITALIY TISHENKO 6006 S JULIA CT	WITNESS FEES CHECK NO. - 00587683	19.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0500 - LEGAL

29,397.47

0520 - MAYOR

COPIERS NORTHWEST INC	OFFICE SUPPLIES ACH PMT NO. - 80105571	140.81
HILLYARD FESTIVAL ASSOCIATION 5101 N MARKET ST	REGISTRATION/SCHOOLING CHECK NO. - 00587671	20.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,479.01
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	252.05
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	87.15

US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80105762	512.44
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	2,567.31

TOTAL FOR 0520 - MAYOR		6,158.77

0550 - NEIGHBORHOOD SERVICES

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	1,057.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	1,431.80

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,489.39

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00587765	100.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105588	5,314.52
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	134.47
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	8,178.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80105762	5,318.79
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80105762	34.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	10,851.47
VALLEY EMPIRE COLLECTION	CASH OVER/SHORT	
8817 E MISSION	CHECK NO. - 00587640	56.96
VALLEY EMPIRE COLLECTIONS	CASH OVER/SHORT	
8817 E MISSION	CHECK NO. - 00587676	55.12

TOTAL FOR 0560 - MUNICIPAL COURT		30,044.19

0570 - OFFICE OF HEARING EXAMINER

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	539.78
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	723.24

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

1,263.02

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80105532	7.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	1,396.53
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	252.05
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	143.01
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	229.00
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80105762	200.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	1,623.02

TOTAL FOR 0620 - HUMAN RESOURCES

3,851.59

0650 - PLANNING SERVICES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	3,340.51
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80105762	898.95
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	313.89
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	106.52
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	96.64
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	19.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	80.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	4,255.98

TOTAL FOR 0650 - PLANNING SERVICES

9,112.48

0680 - POLICE

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS
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CBS REPORTING INC	ACH PMT NO. - 80105623	240.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105626	8,140.30
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105626	864.17
CAMTEK INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80105631	4,901.41
CENTURYLINK	TELEPHONE CHECK NO. - 00587674	174.79
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80105641	207.48
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80105790	3,088.44
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80105645	15.68
GALLS LLC	CLOTHING ACH PMT NO. - 80105648	5,885.85
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80105648	494.32

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80105648	889.89
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80105649	5,742.06
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	68,419.56
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80105730	163.50
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80105672	234.27
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	142.80
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	7.89-
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80105677	7,749.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	44,453.00
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80105762	318.50
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80105762	391.29
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80105762	158.65

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	7,622.08
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	6,396.32
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	6,942.74
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	902.12
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105762	6,020.69
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80105762	358.16
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80105762	490.25
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80105762	54.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	1,628.41
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	176.42
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80105762	4,345.91
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105762	32.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	26,084.11
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	124.52
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	123.84
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00587781	257,659.39

TOTAL FOR 0680 - POLICE

471,629.58

0690 - COMMUNITY JUSTICE SERVICES

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,733.99
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105762	60.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,572.84

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

6,366.83

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105566	700.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105566	70.79
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80105783	958.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105637	40.65
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO. - 80105815	357.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80105806	1,684.36
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80105816	1,518.35
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	5,818.53
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80105762	40.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	101.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	7,466.84

TOTAL FOR 0700 - PUBLIC DEFENDER

18,758.64

0750 - COMMUNITY/ECONOMIC DEV DVSN

NEW MARKETS TAX CREDIT COALITION INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587684	750.00
STEVEN MACDONALD	LODGING CHECK NO. - 00587682	696.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	612.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	836.15
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80105617	183,361.04

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN

186,256.82

1100 - STREET FUND

2B PROPERTIES LLC	RIGHT OF WAY ACH PMT NO. - 80105685	3,698.40
ADVANCED TRAFFIC PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105561	13,524.71
AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587758	420.00
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105688	139.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105691	211,554.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105691	187.91
CENTURYLINK	TELEPHONE CHECK NO. - 00587741	101.63
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105713	2,136.60
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105713	759.03
FRANK GURNEY INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80105793	29,606.56
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00587639	1,000.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80105737	6.54
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80105687	320.00
RODDA PAINT CO	OPERATING SUPPLIES CHECK NO. - 00587775	41,005.80
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105809	175,451.94
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00587747	22.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	18,008.78
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	712.86
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	447.92
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	5,297.92
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	116.00

US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105762	306.96
US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE ACH PMT NO. - 80105762	28.32
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	594.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	1,476.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80105762	160.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	23,727.46
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105764	655.63
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80105764	479.13
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	35.46
WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00587749	5,143.26
TOTAL FOR 1100 - STREET FUND		537,125.63

1200 - CODE ENFORCEMENT FUND

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80105608	9,024.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	4,121.90
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80105762	0.99
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80105762	216.57
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	490.47
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	91.07
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	1,604.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	5,052.69
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		20,603.31

1300 - LIBRARY FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	167.38
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	2.08-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	15,158.12
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105762	929.87
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105762	162.45
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80105762	1,666.14
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS	
	ACH PMT NO. - 80105762	59.92
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80105762	2,267.89
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80105762	11,167.83
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80105762	480.53
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80105762	844.67
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80105762	897.29
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80105762	2,556.11
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80105762	1,995.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105762	2,577.04
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80105762	963.13
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS	
	ACH PMT NO. - 80105762	552.63
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	19,565.78
WA STATE DEPT OF REVENUE	IT/DATA SERVICES	
	-	1.35

TOTAL FOR 1300 - LIBRARY FUND

62,011.05

1380 - TRAFFIC CALMING MEASURES

CHARLES CURTIS	PHOTO RED FINES	
5314 W SUNSET HWY	CHECK NO. - 00587641	35.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

O'REILLY AUTO ENTERPRISE LLC	SCHOOL ZONE SPEED CAMERA FINE	
PO BOX 1156	CHECK NO. - 00587644	237.00
ROSA GAMERO	SCHOOL ZONE SPEED CAMERA FINE	
5733 N DRISCOLL BLVD	CHECK NO. - 00587643	25.00
TODD DUFFY	SCHOOL ZONE SPEED CAMERA FINE	
11206 E 22ND AVE	CHECK NO. - 00587642	36.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80105762	12.99
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		345.99

1400 - PARKS AND RECREATION FUND

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80105645	25.94
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	237.82
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	38,215.37
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80105762	2,060.44
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105762	595.25
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80105762	23.93
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80105762	452.48
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105762	376.12
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105762	4,982.59
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80105762	1,863.98
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80105762	11,482.07
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80105762	227.32
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80105762	3,835.83
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80105762	731.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MOBILE BROADBAND ACH PMT NO. - 80105762	86.77
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	150.59
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	605.28
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	11,146.73
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	1,660.80
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80105762	166.38
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	513.39
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80105762	1,888.89
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80105762	158.57
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80105762	2,123.86
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	456.28
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	2,382.11
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80105762	1,942.67
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	24,383.22
WA STATE DEPT OF REVENUE	ADVERTISING -	6.08
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	200.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	88.76
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	14.51
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	14.27
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	78.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1400 - PARKS AND RECREATION FUND		113,178.94

1460 - PARKING METER REVENUE FUND		

DESIGNER DECAL INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80105640	473.06
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80105645	370.50
KERSHAW'S INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80105652	599.50
LOOMIS ARMORED US INC	BANK FEES ACH PMT NO. - 80105588	1,155.74
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105588	4,119.21
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80105731	1,670.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	571.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,536.43
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	130.79
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	614.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,333.33
TOTAL FOR 1460 - PARKING METER REVENUE FUND		15,574.76

1620 - PUBLIC SAFETY & JUDICIAL GRANT		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	865.76
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80105677	858.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	263.74
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00587781	2,946.11
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		4,933.61

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	2,323.88
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587766	1,553.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,161.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	736.53
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00587781	15,086.17
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		21,862.25

1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587765	191.13
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00587766	1,416.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,971.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,247.52
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00587781	4,188.33
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		12,015.59

1640 - COMMUNICATIONS BLDG M&O FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105624	19.50
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105525	3,400.80
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105525	5,637.96
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105791	1,103.41
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105745	136.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80105762	17.25
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	43.76

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		10,358.93
1680 - CD/HS OPERATIONS		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	3,828.65
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	32.98
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,984.13
TOTAL FOR 1680 - CD/HS OPERATIONS		7,845.76
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80105797	948.81
MANENE LANGUAGE SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80105657	1,722.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		2,670.81
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO. - 80105653	23,719.14
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	399.00
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	199.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	35.91
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		24,353.05
1950 - PARK CUMULATIVE RESERVE FUND		
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO. - 80105762	379.79
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK P CARD PAYMENTS	SALE OF SCRAP/JUNK/SURPLUS ACH PMT NO. - 80105762	270.00
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		649.79
1970 - FIRE/EMS FUND		

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105624	448.50
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105686	368.68
AT&T MOBILITY	CELL PHONE CHECK NO. - 00587740	12.24
BECKER BUICK-GMC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105693	161.81
BECKER BUICK-GMC INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80105693	474.15
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00587759	4,603.81
BRADLEY DILG	IT/DATA SERVICES ACH PMT NO. - 80105681	212.00
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105718	8,028.79
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80105718	1,131.20
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80105697	395.67
CENTURYLINK	TELEPHONE CHECK NO. - 00587760	281.53
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105701	577.70
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105701	78.55
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105780	31,953.74
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105703	1,358.93
FASTENAL CO	OFFICE SUPPLIES ACH PMT NO. - 80105791	96.88
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105791	1,057.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105791	152.90
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105791	126.52
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80105645	311.57
FLEET PAINTING INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80105715	10,537.56
GALLS LLC	CLOTHING	

	ACH PMT NO. - 80105717	1,070.26
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS	
	ACH PMT NO. - 80105648	2.58
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105721	288.76
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105581	3,750.00
HARRY G LOCHRIDGE	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80105772	130.00
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105710	446.90
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105725	528.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00587765	8,313.94
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00587766	39,371.53
KASEY AUSTIN	AIRFARE	
	ACH PMT NO. - 80105771	270.00
KASEY AUSTIN	PER DIEM	
	ACH PMT NO. - 80105771	150.00
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105729	63.03
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80105708	66,323.19
LIFE ASSIST INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80105800	1,978.26
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105732	561.35
MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105732	572.93

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MUNICIPAL EMERGENCY SERVICES INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105734	329.22
MUNICIPAL EMERGENCY SERVICES INC	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80105734	342.26
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80105736	27.47
NAPA AUTO PARTS GENUINE PARTS CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80105663	41.34
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105736	103.43
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105736	2,129.56

NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00587691	855.65
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00587691	79.26
NICHOLAS MORSE EMPLOYEE #23302	REGISTRATION/SCHOOLING ACH PMT NO. - 80105661	60.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80105664	3.27
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80105737	260.89
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105665	395.67
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SAFETY SUPPLIES CHECK NO. - 00587685	267.26
PACIFIC COMPANY LLC	CLOTHING CHECK NO. - 00587686	4,477.72
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	SAFETY SUPPLIES ACH PMT NO. - 80105668	353.16
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105741	75.14
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105745	130.80
SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105671	27.25
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00587776	243.89
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105674	178.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	187.63
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	3.64-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	26,486.12
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80105762	36.10
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80105762	242.80
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	169.94
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105762	29.14

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	16,627.99
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105762	57.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	391.36
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	1,207.94
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	447.66
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80105762	85.69
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80105762	15.24
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	1,239.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	865.91
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80105762	2,560.95
US BANK P CARD PAYMENTS	TELEPHONE ACH PMT NO. - 80105762	26.66
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80105762	40.72
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105762	6,216.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80105762	468.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	5,714.55
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	477.80
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00587781	241,142.56
WESTERN GLOVE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105680	91.43
WESTERN UNITED LIFE ASSURANCE ATTN: STEVEN LAWRENCE	PERMIT REFUNDS PAYABLE CHECK NO. - 00587767	19.00

TOTAL FOR 1970 - FIRE/EMS FUND

501,418.50

3200 - ARTERIAL STREET FUND

CAMERON-REILLY LLC

CONSTRUCTION OF FIXED ASSETS

	ACH PMT NO. - 80105630	629,896.79
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105527	2,914.16
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105650	368,805.40
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105659	20,468.04
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105669	40,840.00
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00587749	93,644.44
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,156,568.83
3365 - 2018 UTGO LIBRARY CAPITAL BOND		
US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80105762	1,127.78
TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND		1,127.78
4100 - WATER DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105560	881.87
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00587758	210.00
ANAYA MCKEEN	REFUNDS	
1632 E EVERETT AVE	CHECK NO. - 00587768	19.62
BILL & GRACE WARNER	REFUNDS	
1515 N CENTER RD	CHECK NO. - 00587772	8,000.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105529	289.31
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80105782	93,985.89
FASTENAL CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80105536	1,033.32
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105791	9,865.67
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80105645	182.93
FINNOE DESIGN LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105538	16,818.43
FIRE PROTECTION SPECIALISTS	PERMITS/OTHER FEES	
LLC	ACH PMT NO. - 80105792	999.06

GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00587763	141.70
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80105795	8,585.07
HUNTER S SMIT 8341 N JAMES CT	REFUNDS CHECK NO. - 00587769	133.17
IBEX FLOORING LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105540	4,773.78
ITRON INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105727	11,344.86
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00587639	375.00
M-T MANAGEMENT PO BOX 69	REFUNDS CHECK NO. - 00587770	42.35
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105593	102.68
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00587629	2,782.04
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80105523	130.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80105596	11,761.10
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80105597	4,042.73
RAPHAEL AT TYPHOON EXCAVATION INC	REFUNDS CHECK NO. - 00587771	1,500.00
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105602	119.79
SAJB-WELLHEAD IMPLEMENTATION BOARD PROGRAM	CONTRACTUAL SERVICES ACH PMT NO. - 80105605	25,000.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105607	364.70
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00587655	852.04
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	38.60
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00587687	10.46-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	33,723.19
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105762	2,238.39

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	892.63
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80105762	16.18
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	2,706.92
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80105762	485.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	1,244.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	9,032.45
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	1,880.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	30,752.19
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	319.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	VEHICLES ACH PMT NO. - 80105762	9,620.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	44,801.84
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80105763	1,336.50
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	451.71
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	12.93

TOTAL FOR 4100 - WATER DIVISION

343,880.46

4250 - INTEGRATED CAPITAL MANAGEMENT

AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587758	210.00
ANAYA MCKEEN 1632 E EVERETT AVE	REFUNDS CHECK NO. - 00587768	32.18
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105629	1,860.38
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105630	211,327.04
CONSOR NORTH AMERICA INC DBA MURRAYSMITH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105735	4,129.00
DELL MARKETING LP	MINOR EQUIPMENT	

%DELL USA LP	ACH PMT NO. - 80105639	1,713.16
GHD INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105719	64,879.49
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105723	22,981.45
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105724	14,647.07
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105541	35,731.88
Longball Inc dba SPOKANE INDIANS BASEBALL CLUB	CONTRACTUAL SERVICES ACH PMT NO. - 80105549	26,250.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105656	20,099.90
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105659	29,563.57

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

M-T MANAGEMENT PO BOX 69	REFUNDS CHECK NO. - 00587770	46.12
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105804	74,729.28
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105743	8,636.30
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105749	1,840.00
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80105552	46,750.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	3,330.22
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105762	154.22
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	648.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	4,524.55

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	574,084.04
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4300 - SEWER FUND

ANAYA MCKEEN 1632 E EVERETT AVE	REFUNDS CHECK NO. - 00587768	34.10
M-T MANAGEMENT PO BOX 69	REFUNDS CHECK NO. - 00587770	56.04

TOTAL FOR 4300 - SEWER FUND	90.14
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4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105520	1,162.47
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105529	701.14
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00587639	427.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	8,998.67
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	1,872.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	344.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	3,284.49
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80105762	7.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	288.75
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80105762	596.12
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80105762	458.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	11,948.55
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	54.99

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

30,145.49

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80105522	1,447.00
AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587758	840.00
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105604	1,308.00
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80105695	4,548.02
CENTURYLINK	TELEPHONE CHECK NO. - 00587636	5,381.83

CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80105568	2,223.60
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105528	3,668.98
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105637	364.48
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES ACH PMT NO. - 80105534	2,199.26
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80105576	516.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80105578	141.19
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105584	14,644.28
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105585	90.40
JOHNSON CONTROLS FIRE PROTECTION LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105728	27,684.97
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00587639	250.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105586	99,595.83
L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80105590	2,210.00
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105595	7,647.69
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105601	32,017.62
SPOKANE RIVER FORUM	PROFESSIONAL SERVICES CHECK NO. - 00587631	2,500.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105612	5,228.51
UNITED STATES GEOLOGICAL SURVEY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587656	5,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	27,245.50
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	1,167.41
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80105762	2,255.65
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80105762	1,212.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80105762	119.54
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80105762	41,605.86
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80105762	20.00-
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	36,687.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	104.51

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	329,886.73
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4330 - STORMWATER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00587636	1,116.31
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80105535	337.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	4,437.16
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105762	3,293.42
US BANK P CARD PAYMENTS	TESTING SERVICES	
	ACH PMT NO. - 80105762	52.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	5,966.39

TOTAL FOR 4330 - STORMWATER	15,202.78
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4360 - ENVIRONMENTAL PROGRAMS

AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00587758	210.00
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80105639	3,051.95
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	467.88
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80105762	297.40
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	626.89

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	4,654.12
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4480 - SOLID WASTE FUND

ANAYA MCKEEN	REFUNDS	
1632 E EVERETT AVE	CHECK NO. - 00587768	37.49
HUNTER S SMIT	REFUNDS	
8341 N JAMES CT	CHECK NO. - 00587769	17.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

M-T MANAGEMENT	REFUNDS	
PO BOX 69	CHECK NO. - 00587770	92.23
TOTAL FOR 4480 - SOLID WASTE FUND		147.68

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00587628	33,309.46
AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00587758	210.00
BARR-TECH LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105692	65,978.41
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00587636	44.30
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL	
	CHECK NO. - 00587742	3,639.65
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80105702	7,868.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105571	719.77
DRESSER RAND	MACHINERY/EQUIPMENT	
	CHECK NO. - 00587637	118,061.03
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80105575	4,931.21
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105711	16,107.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80105577	421.81
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80105577	1,404.90
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105577	1,299.13
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80105577	112.83
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105726	1,757.52
KELLE VIGELAND	MEDICAL INSURANCE	
	ACH PMT NO. - 80105622	1,490.76

KENWORTH SALES COMPANY

OPERATING RENTALS/LEASES

ACH PMT NO. - 80105729

1,886.83

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LOREN MICHAEL MCDEID	PERMITS/OTHER FEES ACH PMT NO. - 80105621	136.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105593	101.34
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80105740	280.25
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00587650	170.04
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80105600	31,129.60
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80105748	748,981.14
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00587651	795.70
SNW TEC LLC DBA SWAGELOCK NW/ALASKA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00587652	58.65
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00587653	16,116.10
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	231.23
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	23,422.75
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	20.74
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	1,815.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	1,294.65
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	5,730.44
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80105762	114.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105762	452.34
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	22,743.06
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80105762	464.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	25,800.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80105766	60.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	171.00
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	143.71
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80105679	194.78

TOTAL FOR 4490 - SOLID WASTE DISPOSAL 1,139,671.15

4500 - SOLID WASTE COLLECTION

BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80105776	201,288.83
BIG BELLY SOLAR LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105777	1,123.42
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105571	599.74
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105539	932.39
JOHN FRANKLIN 5420 W BARNES RD	PERMITS/OTHER FEES CHECK NO. - 00587638	386.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00587639	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	21,372.19
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80105762	140.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	234.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	215.60
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80105762	5,676.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	28,703.22

TOTAL FOR 4500 - SOLID WASTE COLLECTION 260,922.05

4530 - SOLID WASTE LANDFILLS

SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00587654	1,761.59
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	228.83
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105762	365.15
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105762	225.62
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80105762	46.22
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	306.60
WESTERN STATES EQUIPMENT CO	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105768	2,421.98

TOTAL FOR 4530 - SOLID WASTE LANDFILLS		5,355.99

4600 - GOLF FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	346.61
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	5,707.88
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80105762	299.73
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80105762	500.10
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105762	192.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80105762	2,800.14
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80105762	511.41
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105762	186.27
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105762	1,603.24
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80105762	880.72
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	3,486.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	
	-	33.89

TOTAL FOR 4600 - GOLF FUND

16,548.75

4700 - DEVELOPMENT SVCS CENTER

AFFORDABLE ASBESTOS ABATEMENT OF SPOKANE LLC	CONTRACTUAL SERVICES CHECK NO. - 00587635	430.55
CDB CONSTRUCTION 914 MORGAN ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00587678	68.00
DYNASTY ROOFING LLC 8316 N COLTON PL	PERMIT REFUNDS PAYABLE CHECK NO. - 00587646	333.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80105537	17.29
JASON RUFFING	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105684	241.00
LAWRENCE B STONE PO BOX 3949	PERMIT REFUNDS PAYABLE CHECK NO. - 00587679	1,653.30
NATHAN GRAY 2802 N SMITH ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00587645	183.50
POWER CITY ELECTRIC INC STEVE BRADLEY	PERMIT REFUNDS PAYABLE CHECK NO. - 00587680	20.00
R & R HEATING RANDY DAVIS	PERMIT REFUNDS PAYABLE CHECK NO. - 00587681	89.00
SAFEBUILT WASHINGTON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80105750	5,323.75
TRADEMARK MECHANICAL 88 E WESTVIEW	PERMIT REFUNDS PAYABLE CHECK NO. - 00587647	30.00
TRUEPOINT SOLUTIONS LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80105675	225.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00587687	132.52
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	11,817.59
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80105762	217.95
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	80.62
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	163.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	39.95
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80105762	166.80
US BANK P CARD PAYMENTS	PUBLICATIONS	

	ACH PMT NO. - 80105762	67.67
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80105762	105.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	15,408.56
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		36,814.38

5100 - FLEET SERVICES FUND

BRAD L WHITE	EQUIPMENT REPAIRS/MAINTENANCE	
dba SUPERIOR FLUID POWER	ACH PMT NO. - 80105757	3,898.01
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105696	130.80
CINTAS CORPORATION NO 3	LAUNDRY/JANITORIAL SERVICES	
LOC 606	ACH PMT NO. - 80105699	892.03
CLEAN ENERGY INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105700	18,152.14
COEUR D'ALENE SERVICE STATION	EQUIPMENT REPAIRS/MAINTENANCE	
EQUIPMENT	ACH PMT NO. - 80105779	840.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105705	335.84
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105707	3,429.86
DIRECT AUTOMOTIVE DISTRIBUTING	VEHICLE REPAIR & MAINT SUPPLY	
DIV OF GEM INC	CHECK NO. - 00587743	1,859.84
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80105712	331.36
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80105721	462.27
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105722	486.85
GWP HOLDINGS LLC	VEHICLE REPAIR & MAINT SUPPLY	
DBA DOBBS PETERBILT	ACH PMT NO. - 80105709	977.03
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00587744	394.23

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KAISER FOUNDATION HEALTH OF	MEDICAL SERVICES	
WASHINGTON	CHECK NO. - 00587639	125.00
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105729	19,936.53
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105729	2,092.69
MCLOUGHLIN & EARDLEY GROUP	VEHICLE REPAIR & MAINT SUPPLY	
dba SIRENNET.COM	ACH PMT NO. - 80105752	177.71

MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105733	446.63
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105736	17.06
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105738	179.85
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105739	65.35
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587745	52.32
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105742	10,136.60
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105742	2,619.37
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105543	7,504.65
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105543	100.28
POHL SPRING WORKS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105544	1,386.60
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00587633	12,655.42
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105747	1,177.20
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587746	792.65
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105754	7,348.23
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105756	1,011.18
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105554	235.84

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105759	9,686.00
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105761	2,125.46
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00587748	296.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	7,746.68
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105762	915.36

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	1,082.68
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80105762	1,306.36
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80105762	1,113.55
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80105762	840.58
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105762	14,394.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	9,979.60
VALENCE INC VALENCE WIRELESS &	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105556	8,708.72
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105764	296.39
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	26.52
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	555.86
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105557	401.41
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105767	592.61
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105558	376.89
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105559	16,389.55
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105559	1,574.54

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105720	2,358.77
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105720	16,942.14

TOTAL FOR 5100 - FLEET SERVICES FUND	197,961.94
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5200 - PUBLIC WORKS AND UTILITIES

AMERICAN PUBLIC WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00587758	420.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105529	181.77
M-T MANAGEMENT	REFUNDS	

PO BOX 69	CHECK NO. - 00587770	3.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80105755	8,347.12
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	15,162.28
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	3,679.71
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80105762	881.48-
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	4,867.98

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	-----	31,780.38
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5300 - IT FUND

ACCELA INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105773	200,440.23
CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80105632	303.33
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80105635	192.64
COMPUNET INC	ADVISORY TECHNICAL SERVICE	
LB 410802	ACH PMT NO. - 80105636	320.00
COMPUNET INC	SOFTWARE MAINTENANCE	
LB 410802	ACH PMT NO. - 80105781	3,265.50
LEADSONLINE PARENT LLC	SOFTWARE MAINTENANCE	
DBA LEADSONLINE LLC	ACH PMT NO. - 80105654	22,957.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LEVEL 3 FINANCING INC	TELEPHONE	
DBA LEVEL 3 COMMUNICATIONS LLC	CHECK NO. - 00587649	3,693.99
MITCHELL HUMPHREY & CO	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105802	110,727.65
NETWORK DESIGN & MGMNT INC	SOFTWARE MAINTENANCE	
DBA NDM TECHNOLOGIES	ACH PMT NO. - 80105803	19,590.99
PITNEY BOWES	SOFTWARE (NONCAPITALIZED)	
	CHECK NO. - 00587774	497.04
RINGCENTRAL INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105603	1,215.07
SHI CORP	IT/DATA SERVICES	
	ACH PMT NO. - 80105810	2,123.93
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105810	4,917.55
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	13,695.22

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105762	109.00
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80105762	594.73
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80105762	1,367.10
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80105762	199.42
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80105762	75.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105762	9,345.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80105762	684.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80105820	17,573.39
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105678	1,415.84

TOTAL FOR 5300 - IT FUND		415,304.14

5310 - IT CAPITAL REPLACEMENT FUND

CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80105526	1,275.07

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

QUESTICA LTD	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80105807	22,500.00

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		-----
		23,775.07

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105571	6,452.08
MARK ANDY INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80105658	1,537.72
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	521.72
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80105762	587.26
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	699.04
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	52.36

TOTAL FOR 5400 - REPROGRAPHICS FUND

9,850.18

5500 - PURCHASING & STORES FUND

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80105641	7.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	1,559.45
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	7.91
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80105762	6.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	265.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	2,106.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105614	128.19

TOTAL FOR 5500 - PURCHASING & STORES FUND

4,080.85

5600 - ACCOUNTING SERVICES

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	8,057.13
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	202.52
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80105762	395.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	10,789.69
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	35.55

TOTAL FOR 5600 - ACCOUNTING SERVICES

19,479.89

5700 - MY SPOKANE

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,085.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	6.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	2,806.85

TOTAL FOR 5700 - MY SPOKANE

4,898.68

5750 - OFFICE OF PERFORMANCE MGMT

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	1,424.60
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	1,944.47
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105614	170.92

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT

3,539.99

5800 - RISK MANAGEMENT FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	235.19
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00587687	47.57-
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80105676	42,587.97

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	130.54
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	174.90

TOTAL FOR 5800 - RISK MANAGEMENT FUND

43,081.03

5810 - WORKERS' COMPENSATION FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80105641	7.98
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	1,151.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80105762	50.56
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	1,547.75

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

2,757.59

5820 - UNEMPLOYMENT COMPENSATION FUND

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00587778	15.34
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80105820	20.55

WA STATE EMPLOYMENT SECURITY DEPT	INSURANCE CLAIMS CHECK NO. - 00587657	45,875.39
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TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	-----	45,911.28
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5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105521	11,440.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80105784	39,581.58
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80105798	77,455.12
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80105798	125,961.19
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80105798	22,410.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80105805	56,011.80
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80105670	257,356.09
UNITED STATES TREASURY DEPT OF THE TREASURY	ADVISORY TECHNICAL SERVICE CHECK NO. - 00587777	9,793.01
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	688.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80105762	82.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	939.81

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	-----	601,720.67
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5900 - FACILITIES MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105775	18,327.78
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80105775	587.10
DENNIS CLEAVENGER DBA DENNIS CLEAVENGER CONST	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105531	8,778.24
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105647	245.25
MOUNTAIN CONSULTING SVCS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105662	495.00

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80105610	30,015.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	2,698.08
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105762	13,115.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80105820	3,618.29
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		77,880.78
5902 - PROPERTY ACQUISITION POLICE		
BRIAN BLANKENSTEIN	PROFESSIONAL SERVICES CHECK NO. - 00587672	3,600.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/01/22 PAGE 48
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CAMTEK INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80105631	19,205.80
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	735.75
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		23,541.55
5903 - PROPERTY ACQUISITION FIRE		
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105708	10,514.59
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	936.90
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		11,451.49
6080 - POLICE PENSION FUND		
US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80105826	100,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		100,000.00
6100 - RETIREMENT		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00587778	848.25
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80105762	105.64
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80105762	575.00
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80105820	1,151.68
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TOTAL FOR 6100 - RETIREMENT	2,680.57
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6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80105521	3,330.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80105784	2,487.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80105805	7,294.56

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80105670	11,381.66
UNITED STATES TREASURY DEPT OF THE TREASURY	INSURANCE ADMINISTRATION CHECK NO. - 00587777	495.69
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	119.90

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	25,108.81
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6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00587689	19,374.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00587690	11,374.25

TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT	30,748.25
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6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80105521	3,330.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80105784	727.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80105805	5,905.12
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80105670	14,878.14
UNITED STATES TREASURY DEPT OF THE TREASURY	INSURANCE ADMINISTRATION CHECK NO. - 00587777	399.90
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80105762	119.88

TOTAL FOR 6300 - POLICE PENSION	25,360.04
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6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80105774	27,746.73
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80105786	125.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80105788	2.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON AYLWORTH & TAMI PC	ASSET ACCEPTANCE, LLC CHECK NO. - 00587764	1,697.18
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00587765	132,714.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00587765	6,723.52
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00587766	2,562.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00587766	71,622.51
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00587780	1,001.47
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00587773	7.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80105808	3,411.61
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80105808	17,111.68
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80105811	12.50
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80105812	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80105813	370.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80105814	608.00
UNITED WAY	UNITED WAY ACH PMT NO. - 80105819	343.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00587778	294,836.29
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00587778	841,576.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00587778	117,101.13

US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80105820	436,825.37
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80105824	177.00
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00587779	750.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00587781	838,550.91
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,795,981.48
TOTAL CLAIMS		10,631,471.10

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

08/15/2022

Date Rec'd

8/10/2022

Clerk's File #

CPR 2022-0002

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

ACCOUNTING

Contact Name/Phone

DERREK DANIELS 625-6005

Project #**Contact E-Mail**

DDANIELS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/5/2022.
Total:\$5,436,872.76 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$4,965,679.85

Summary (Background)

Pages 1-17 Check numbers: 587783 - 587896 ACH payment numbers: 105827 - 106006 On file for review in
City Clerks Office: 17 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 4,965,679.85

Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 31

APPROVAL FUND SUMMARY

DATE: 08/08/22
TIME: 08:46
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	184,098.13
1100	STREET FUND	2,932.73
1200	CODE ENFORCEMENT FUND	271.41
1380	TRAFFIC CALMING MEASURES	113,612.04
1400	PARKS AND RECREATION FUND	315.64
1460	PARKING METER REVENUE FUND	14,720.46
1630	COMBINED COMMUNICATIONS CENTER	18,273.35
1640	COMMUNICATIONS BLDG M&O FUND	190.75
1910	CRIMINAL JUSTICE ASSISTANCE FD	359,408.41
1970	FIRE/EMS FUND	113,776.12
3200	ARTERIAL STREET FUND	33,278.83
4100	WATER DIVISION	8,854.23
4250	INTEGRATED CAPITAL MANAGEMENT	791,459.83
4300	SEWER FUND	469,344.47
4480	SOLID WASTE FUND	349,244.17
4700	DEVELOPMENT SVCS CENTER	2,452.41
5100	FLEET SERVICES FUND	1,471.76
5200	PUBLIC WORKS AND UTILITIES	344.13
5300	IT FUND	112,382.82
5310	IT CAPITAL REPLACEMENT FUND	8,954.40
5800	RISK MANAGEMENT FUND	89,508.18
5810	WORKERS' COMPENSATION FUND	1,255.02
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	686,715.29
5900	FACILITIES MANAGEMENT FUND OPS	3,914.63
6070	FIREFIGHTERS' PENSION FUND	92,540.58
6080	POLICE PENSION FUND	82,486.46
6230	BUILDING CODE RECORDS MGMT	4,790.50
6250	MUNICIPAL COURT	72,181.45

	TOTAL:	3,619,278.20

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	USE TAX AMOUNTS	653.67		
00587783	AT&T	86.90		
00587784	FORREST BELL	359.96		
00587785	CENTURYLINK	297.64		
00587786	CRISTA SENIOR COMMUNITY	7,775.00		
00587787	MADRONA PEAK LLC	1,888.65		
00587788	GERAS LLC	552.00		
00587789	GN HEARING CARE CORPORATION	5,618.92		
00587790	BRANDON GRIMM	136.00		
00587791	WILLIAM GRUB	289.00		
00587792	RICHARD JORGENSEN	84.47		
00587793	DEANNA BARR	30.00		
00587794	RC MECHANICAL LLC	44.00		
00587795	DARIN LEHMAN	52.32		
00587796	MITCHELL HUMPHREY USER GROUP	600.00		
00587797	TAISIA MOGA	200.00		
00587798	OMNICARE LLC	349.18		
00587799	RONALD PAYTON	300.00		
00587800	RIVERVIEW LUTHERAN RETIREMEN	13,217.82		
00587801	UNITED METHODIST HOMES	6,955.00		
00587802	TERRY SCHERER	5,050.00		
00587803	ROBERT SCHULHOFF	180.00		
00587804	SIDU MANUFACTURING CO INC	4,346.25		
00587805	SPOKANE COUNTY PROSECUTING	1,104.25		
00587806	SPOKANELIFELINE INC	27.23		
00587807	SULLIVAN VENTURES, LLC	6,125.00		
00587808	UNITED RENTALS NW INC	1,715.12		
00587809	WA STATE TREASURER	76,971.95		
00587810	WELLTOWER PEGASUS TENNANT LL	12,975.00		
00587811	RYAN K WILLIAMS	171.00		
00587812	CENTURYLINK		493.31	
00587813	WASHINGTON TRUST BANK		1,652.96	
00587814	ATLAS SAND AND ROCK INC			3,418.02
00587815	CALE AMERICA INC			232.22
00587816	CENTURYLINK			169.48
00587817	CENTURYLINK COMMUNICATIONS I			516.07
00587818	COMCAST			68.05
00587819	SWIRE PACIFIC HOLDINGS, INC			9,418.03
00587821	LOGAN CAMPOREALE	305.00		
00587822	LISA M OLSON	333.00		
00587823	JAMES SAKAMOTO	111.00		
00587824	BLOOMBERG FINANCE LP		6,855.00	
00587825	THE RISK MANAGEMENT		1,500.00	
00587826	LAWRENCE B STONE PROPERTIES	26,100.00		
00587827	SPOKANE CITY TREASURER	9,261.30		
00587872	RICKY A RIGG	155.18		
00587873	BOUND TREE MEDICAL LLC	1,952.20		
00587874	DRESSER RAND	11,170.04		
00587875	L'AUBERGE CONDO ASSOCIATION	38.00		
00587876	PETE LIEN & SONS INC	10,185.04		
00587877	ADVANCED FIRE SYSTEMS INC			563.00
00587878	BLICK ART MATERIALS			20.31
00587879	MARILYN BARRETT	11.18		

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00587880	LILIA MUNOZ BIRREN	25.91		
00587881	RUSSELL BRISTOW	283.73		
00587882	JAMES C. BERGDAHL	7.09		
00587883	REBECCA CANNON	2.70		
00587884	MARION CRAM	3.38		
00587885	KARLA HONDA	7.58		
00587886	KARLA HONDA	1.09		
00587887	C. ALVIN PARKER	1.31		
00587888	GLORIA SLOAN	16.54		
00587889	WM RECYCLE AMERICA LLC	38,522.13		
00587890	CENTURYLINK		212.59	
00587891	SHARRON DAVIS		200.00	
00587892	SPOKANE CITY TREASURER		5,662.43	
00587893	SPOKANE PUBLIC LIBRARY IMPRE		26.31	
00587894	T-MOBILE		57.35	
00587895	WA STATE PATROL		77.00	
00587896	JOSEPH T ANDERSON	132.23		
80105827	ACTION MATERIALS	2,990.81		
80105828	ALEXON GROUP			269.53
80105829	ALS LABORATORY GROUP	661.00		
80105830	ALSCO DIVISION OF ALSCO INC	3,520.63		
80105831	ARAMARK UNIFORM SERVICES	966.54		
80105832	AURORA WORLD INC			162.58
80105833	AVISTA UTILITIES	12,721.67	9,232.52	
80105834	BACON CONCRETE INC			5,450.00
80105835	BANNER FURNACE & FUEL	337.90		
80105836	DOWNTOWN SPOKANE PARTNERSHIP	1,725.00		
80105837	C & C YARD CARE	1,552.71		
80105838	CINTAS CORPORATION NO 3	480.29	38.15	
80105839	COLEMAN OIL COMPANY LLC	1,626.03		7,887.48
80105840	COMCAST	209.55		
80105841	CONTROL SOLUTIONS NW INC	981.00		
80105842	COPIERS NORTHWEST INC	379.88		
80105843	COWLES PUBLISHING COMPANY	390.00		
80105844	D & L SUPPLY CO INC	84,829.25		
80105845	DANIELLE DAVIS			275.00
80105846	ANN DEASY	39.15		
80105847	DELL MARKETING LP	3,575.25		422.98
80105848	DESIGNER DECAL INC		3,016.40	
80105849	DEXON COMPUTER INC	7,263.00		
80105850	ELJAY OIL CO INC	2,312.07		
80105851	ENVIRO-CLEAN EQUIPMENT INC	774.38		
80105852	EUROFINS ENVIRONMENT TESTING	86.00		
80105853	EXPRESS NAME TAGS & MORE, IN		109.93	
80105854	FASTENAL CO	1,801.59		
80105855	FEDERAL EXPRESS CORP/DBA FED	145.73		
80105856	GORLEY LOGISTICS LLC	79.74		
80105857	FROSTY ICE/DIV OF R PLUM COR	117.72		
80105858	HELENA AGRI-ENTERPRISES			7,848.00
80105859	HUMANIX HUMAN RESOURCE		3,572.00	
80105860	INLAND ENVIRONMENTAL RESOURC	21,547.18		
80105861	INLAND PACIFIC HOSE & FITTIN	12.95		
80105862	INLAND POWER & LIGHT CO	482.36		

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80105863	JOHNSON CONTROLS FIRE	3,540.52		

80105864	KEMIRA WATER SOLUTIONS INC	190,904.17		
80105865	BART LOGUE	738.27		
80105866	MACON SUPPLY INC	1,829.52		
80105867	MK SOLUTIONS INC		12,780.30	
80105868	CONSOR NORTH AMERICA INC	48,024.16		
80105869	NORCO INC	1,416.95		
80105870	NORTH COAST ELECTRIC COMPANY	786.20		
80105871	NORTH RIDGE HOUSE INC	9,710.00		
80105872	OLIN CORPORATION	7,816.10		
80105873	OXARC INC	3,581.36		
80105874	PETE LIEN & SONS INC	9,957.04		
80105875	PLANET TURF			817.50
80105876	RIVER PARK SQUARE LLC	1,800.00		
80105877	SIGNS FOR SUCCESS INC	1,162.21		
80105878	MCCLOUGHLIN & EARDLEY GROUP	199.75		
80105879	SITEONE LANDSCAPE SUPPLY LLC	343.42		
80105880	SMITH WESTERN CO			1,172.66
80105881	SPOKANE COUNTY TREASURER	184,267.49		
80105882	SYSTEM INNOVATORS	15,597.69		
80105883	TK ELEVATOR CORPORATION		879.96	
80105884	TWO RIVERS TERMINAL LLC	4,574.51		
80105885	UNIV DIST PUBLIC DEV AUTHORI	156,057.00		
80105886	VERIZON WIRELESS	2,500.54		
80105887	WA STATE DEPT OF ECOLOGY	60.00		
80105888	WAPAL FUND	293.37		
80105889	WSF LLC	465.92		
80105890	WHITNEY EQUIPMENT COMPANY IN	112,058.61		
80105891	WILBUR ELLIS COMPANY			187.43
80105892	WILDROSE LTD dba			1,927.95
80105893	ALINA MURCAR		17.55	
80105894	TONY LAMAR NEWTON		1,034.00	
80105895	FRED UTTKE	131.28		
80105896	BACON CONCRETE INC			10,725.60
80105897	JNW INC			9,981.13
80105898	ALEXANDER GOOD DEPOT LLC	13,769.00		
80105899	MCKINSTRY CO LLC			7,693.83
80105900	SCHINDLER ELEVATOR CORP			2,564.28
80105901	JEFFREY CRUM			2,310.00
80105902	ALSCO DIVISION OF ALSCO INC			54.46
80105903	NORTHWEST INDUSTRIAL SERVICE			1,670.00
80105904	ANATEK LABS INC	20.00		
80105905	BAKER & TAYLOR BOOKS		6,157.79	
80105906	CENGAGE LEARNING INC		1,065.68	
80105907	COFFMAN ENGINEERS INC			34,505.00
80105908	CORBIN SENIOR ACTIVITY CENTE			5,225.00
80105909	CORINNA REN	2,450.00		
80105910	COWLES PUBLISHING COMPANY		1,012.82	
80105911	DOWL LLC	17,502.30		
80105912	FRIENDS OF MT SPOKANE STATE			60.00
80105913	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80105914	MT SPOKANE			3,383.20
80105915	OVERDRIVE INC		9,746.61	

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80105916	PEAK 7 ADVENTURES			1,600.00
80105917	PREMERA BLUE CROSS OR	558,063.29		
80105918	STANDARD DIGITAL PRINT CO IN			160.45
80105919	STARPLEX CORP			238.50
80105920	UNITED STATES YOUTH DISC GOL			3,350.00

80105921	US BANK OR CITY TREASURER	53,151.60	
80105922	MEGAN DUVALL	333.00	
80105923	JEANNE FINGER	111.00	
80105924	ALSCO DIVISION OF ALSCO INC	79.77	
80105925	COLEMAN OIL COMPANY LLC		1,827.45
80105926	STEVE CONNER		16,402.24
80105927	COPIERS NORTHWEST INC	6,190.02	
80105928	CREEK AT QUALCHAN GOLF COURS		14,001.05
80105929	DELTA DENTAL OF WASHINGTON	15,891.10	
80105930	JIM'S TRANSFER INC DBA DEVRI	1,113.00	
80105931	EVERGREEN STATE TOWING LLC	453.23	
80105932	FASTENAL CO	699.64	
80105933	GALLS LLC	72.41	
80105934	GORDON TRUCK CENTERS INC DBA	1,411.20	
80105935	GROUNDWATER SOLUTIONS INC	5,098.01	
80105936	HRA VEBA TRUST	26,000.75	
80105937	HUBER TECHNOLOGY INC	28,349.42	
80105938	INLAND PACIFIC HOSE & FITTIN	37.43	
80105939	HOME DEPOT USA INC	67.57	
80105940	KEYSTONE LAWN & TREE CARE	490.50	
80105941	KPFF CONSULTING ENGINEERS	58,106.08	
80105942	LOCUTION SYSTEMS INC	17,104.28	
80105943	MALLORY PAINT STORE INC		1,891.80
80105944	MUNICIPAL EMERGENCY SERVICES	4,350.73	
80105945	NAPA AUTO PARTS	848.83	
80105946	NICHOLLS KOVICH ENGINEERING	14,481.73	
80105947	NORCO INC	53.37	
80105948	PACIFIC NW EMERGENCY EQUIPME	1,731.66	
80105949	SANDBAGGERS CLUB LLC		14,646.69
80105950	SITEONE LANDSCAPE SUPPLY LLC	24.92	
80105951	SPECIAL CONTINGENCY RISKS IN	8,809.00	
80105952	SWANK MOTION PICTURES INC		2,285.00
80105953	T & T GOLF MANAGEMENT INC		21,759.14
80105954	VERIZON WIRELESS	82.74	
80105955	WESTERN GLOVE INC	182.86	
80105956	STEPHEN C HANSON	695.42	
80105957	AMERICAN TRAFFIC SOLUTIONS I	74,175.57	
80105958	AVISTA UTILITIES		161.49
80105959	BAKER & TAYLOR BOOKS		695.00
80105960	JNW INC		1,663.34
80105961	BUDINGER & ASSOCIATES INC	3,347.42	
80105962	CLUB PROPHET SYSTEMS		1,220.80
80105963	ALTERNATIVE SERVICE CONCEPTS	27,547.58	
80105964	CHARLES R DELGADO	721.50	
80105965	DELTA DENTAL OF WASHINGTON	34,488.30	
80105966	DEVRIES INFORMATION MANAGEME	252.00	
80105967	DIVCO INC	497.12	
80105968	DOWL LLC	21,908.94	

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80105969	ELECTRONIC DATA COLLECTION	14,627.19		
80105970	ESO SOLUTIONS INC	85,974.84		
80105971	EXPRESS NAME TAGS & MORE, IN		16.19	
80105972	GARCO CONSTRUCTION INC			168,126.25
80105973	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80105974	HRA VEBA TRUST	500.00		
80105975	INDUSTRIAL BOLT & SUPPLY INC		20.44	
80105976	JACOBS ENGINEERING GROUP INC	6,031.50		
80105977	KAISER FOUNDATION HEALTH PLA	155,597.01		

80105978	KNIGHT CONSTRUCTION &	38,701.26		
80105979	KPFF CONSULTING ENGINEERS	18,797.10		
80105980	LANDMARK STRUCTURES I LP	647,733.84		
80105981	GEOCKO INC.	1,282,298.86		
80105982	MARTIN LUTHER KING JR FAMILY			3,483.33
80105983	MCKINSTRY CO LLC			5,690.09
80105984	MICROSOFT CORPORATION		1,200.00	
80105985	MOVHER LLC		1,415.00	
80105986	WORKSPACE DEVELOPMENT LLC		1,665.87	
80105987	OVERDRIVE INC		6,346.02	
80105988	NATIONAL EMPLOYERS COUNCIL I	500.00		
80105989	REHN & ASSOCIATES	1,500.00		
80105990	SHI CORP	95,402.81		
80105991	SIGNS FOR SUCCESS INC		1,552.93	
80105992	MATT HOUSTON	1,095.00		
80105993	SPOKANE COUNTY TREASURER	359,408.41		
80105994	SPOKANE FIRE FIGHTERS BENEFI	16,500.00		
80105995	SPOKANE HARDWARE SUPPLY INC		32.70	
80105996	SPOKANE INT'L AIRPORT	392.04		
80105997	SPOKANE POWER TOOL & HDWE		752.08	
80105998	STARPLEX CORP	28,248.75		
80105999	SYSTEMS AND SOFTWARE INC	30,615.00		
80106000	UNITED LABORATORIES INC		1,178.77	
80106001	WASHINGTON EQUIPMENT	23,421.38		
80106002	YWCA	1,363.15		
80106003	LARRY B HUGHES		20.48	
80106004	JUAN JUAN MOSES		4.10	
80106005	SKYLER NOBLE		47.97	
80106006	COLIN STUART		4.97	
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		4,965,679.85	82,178.01	389,014.90
				=====
	CITYWIDE TOTAL:			5,436,872.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0030 - POLICE OMBUDSMAN

BART LOGUE	LODGING ACH PMT NO. - 80105865	261.88
BART LOGUE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80105865	384.39
BART LOGUE	PER DIEM ACH PMT NO. - 80105865	92.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	127.62
TOTAL FOR 0030 - POLICE OMBUDSMAN		865.89

0100 - GENERAL FUND

SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00587805	1,104.25
TOTAL FOR 0100 - GENERAL FUND		1,104.25

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105842	285.26
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80105847	405.12
LISA M OLSON	PER DIEM CHECK NO. - 00587822	333.00
TOTAL FOR 0230 - CIVIL SERVICE		1,023.38

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105831	56.82
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	174.01
TOTAL FOR 0370 - ENGINEERING SERVICES		230.83

0430 - GRANTS MANAGEMENT

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80105847	1,155.06
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0430 - GRANTS MANAGEMENT	1,155.06
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0470 - HISTORIC PRESERVATION

LOGAN CAMPOREALE	PER DIEM CHECK NO. - 00587821	305.00
MEGAN DUVALL	PER DIEM ACH PMT NO. - 80105922	333.00
TOTAL FOR 0470 - HISTORIC PRESERVATION		638.00

0500 - LEGAL

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105831	8.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	467.38
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00587797	200.00
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80106002	1,363.15
TOTAL FOR 0500 - LEGAL		2,038.92

0550 - NEIGHBORHOOD SERVICES

ANN DEASY	LOCAL MILEAGE ACH PMT NO. - 80105846	13.92
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		13.92

0560 - MUNICIPAL COURT

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	932.23
DEANNA BARR PO BOX 8443	CASH OVER/SHORT CHECK NO. - 00587793	30.00
TOTAL FOR 0560 - MUNICIPAL COURT		962.23

0650 - PLANNING SERVICES

SIGNS FOR SUCCESS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80105877	1,162.21
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES	1,162.21
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0680 - POLICE

ALEXANDER GOOD DEPOT LLC	OPERATING RENTALS/LEASES
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C/O BLACK REALTY MGMT	ACH PMT NO. - 80105898	13,769.00
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80105931	453.23
REHN & ASSOCIATES	HRA-POST EMPLOYMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80105989	1,500.00
RICKY A RIGG	TOWING EXPENSE	
dba AM TOWING	CHECK NO. - 00587872	155.18
TOTAL FOR 0680 - POLICE		15,877.41
0690 - COMMUNITY JUSTICE SERVICES		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	197.05
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		197.05
0700 - PUBLIC DEFENDER		
CHARLES R DELGADO	LEGAL SERVICES	
DBA DELGADO INVESTIGATIONS LLC	ACH PMT NO. - 80105964	721.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	318.23
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80105856	7.25
TOTAL FOR 0700 - PUBLIC DEFENDER		1,046.98
0750 - COMMUNITY/ECONOMIC DEV DVSN		
DOWNTOWN SPOKANE PARTNERSHIP	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80105836	1,725.00
UNIV DIST PUBLIC DEV AUTHORITY	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105885	156,057.00
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		157,782.00
1100 - STREET FUND		
HONORABLE MAYOR		08/08/22
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
BRANDON GRIMM	PERMITS/OTHER FEES	
	CHECK NO. - 00587790	136.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	510.89
DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80105847	456.32
MACON SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105866	1,829.52

TOTAL FOR 1100 - STREET FUND		----- 2,932.73
1200 - CODE ENFORCEMENT FUND		

DEXON COMPUTER INC	MINOR EQUIPMENT ACH PMT NO. - 80105849	249.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	22.41
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		----- 271.41
1380 - TRAFFIC CALMING MEASURES		

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105957	74,175.57
ANN DEASY	LOCAL MILEAGE ACH PMT NO. - 80105846	25.23
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80105968	39,411.24
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		----- 113,612.04
1400 - PARKS AND RECREATION FUND		

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	315.64
TOTAL FOR 1400 - PARKS AND RECREATION FUND		----- 315.64
1460 - PARKING METER REVENUE FUND		

CENTURYLINK	TELEPHONE CHECK NO. - 00587785	93.27
ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80105969	1,393.75
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80105969	13,233.44
TOTAL FOR 1460 - PARKING METER REVENUE FUND		----- 14,720.46
1630 - COMBINED COMMUNICATIONS CENTER		

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	169.07
LOCUTION SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80105942	17,104.28

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80105994	1,000.00
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TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	18,273.35
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1640 - COMMUNICATIONS BLDG M&O FUND

KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80105940	190.75
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TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	190.75
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80105993	359,408.41
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TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	359,408.41
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1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105924	79.77
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BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00587873	1,952.20
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COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	718.15
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ESO SOLUTIONS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80105970	85,974.84
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GALLS LLC	CLOTHING ACH PMT NO. - 80105933	66.30
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GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80105933	6.11
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105934	1,411.20
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HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80105974	500.00
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INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80105938	37.43
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KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80105940	299.75
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L'AUBERGE CONDO ASSOCIATION 701 W 14TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00587875	38.00
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MUNICIPAL EMERGENCY SERVICES INC	MINOR EQUIPMENT ACH PMT NO. - 80105944	4,350.73
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NAPA AUTO PARTS	MINOR EQUIPMENT	
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GENUINE PARTS CO	ACH PMT NO. - 80105945	61.63
NAPA AUTO PARTS	OPERATING SUPPLIES	
GENUINE PARTS CO	ACH PMT NO. - 80105945	8.96
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
GENUINE PARTS CO	ACH PMT NO. - 80105945	778.24
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80105947	53.37
PACIFIC NW EMERGENCY EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES	
dba GENERAL FIRE APPARATUS	ACH PMT NO. - 80105948	83.58
PACIFIC NW EMERGENCY EQUIPMENT	SAFETY SUPPLIES	
dba GENERAL FIRE APPARATUS	ACH PMT NO. - 80105948	1,648.08
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105950	24.92
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT	
	ACH PMT NO. - 80105994	15,500.00
WESTERN GLOVE INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105955	182.86

TOTAL FOR 1970 - FIRE/EMS FUND	113,776.12
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3200 - ARTERIAL STREET FUND

KPFF CONSULTING ENGINEERS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105979	18,797.10
NICHOLLS KOVICH ENGINEERING PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80105946	14,481.73

TOTAL FOR 3200 - ARTERIAL STREET FUND	33,278.83
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105827	2,356.33
ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105904	20.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	453.61
CORINNA REN	CONTRACTUAL SERVICES	
DBA THE PNW DREAM	ACH PMT NO. - 80105909	2,450.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80105862	482.36
JAMES SAKAMOTO	PER DIEM	
	CHECK NO. - 00587823	111.00
JEANNE FINGER	PER DIEM	
	ACH PMT NO. - 80105923	111.00

NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105869	1,416.95
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80105873	1,078.67
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105879	343.42
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80105881	30.89

TOTAL FOR 4100 - WATER DIVISION		8,854.23
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4250 - INTEGRATED CAPITAL MANAGEMENT

CONSOR NORTH AMERICA INC DBA MURRAYSMITH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105868	48,024.16
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105935	5,098.01
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105941	58,106.08
LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105980	647,733.84
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80105876	1,800.00
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80105999	30,615.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80105954	82.74
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TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		791,459.83
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4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105827	634.48
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105833	1,599.41
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105833	130.05
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	270.60
D & L SUPPLY CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105844	84,829.25
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105857	117.72

SIDU MANUFACTURING CO INC	OPERATING SUPPLIES	
	CHECK NO. - 00587804	4,346.25

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	91,927.76
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4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80105829	661.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80105839	1,626.03
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	427.75
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES	
	ACH PMT NO. - 80105852	86.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80105855	145.73
HUBER TECHNOLOGY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105937	28,349.42
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105860	21,547.18
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80105863	3,540.52

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105864	190,904.17
NORTH COAST ELECTRIC COMPANY	OPERATING SUPPLIES	
	ACH PMT NO. - 80105870	786.20
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105872	7,816.10
OXARC INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105873	2,502.69
ROBERT SCHULHOFF	MINOR SAFETY EQUIPMENT	
	CHECK NO. - 00587803	180.00
RYAN K WILLIAMS	PERMITS/OTHER FEES	
	CHECK NO. - 00587811	171.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80105884	4,574.51
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	
	ACH PMT NO. - 80105887	60.00
WHITNEY EQUIPMENT COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80105890	112,058.61

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	375,436.91
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105833	1,943.12
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105833	36.68
TOTAL FOR 4330 - STORMWATER		1,979.80

4490 - SOLID WASTE DISPOSAL

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80105835	337.90
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	176.65
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105967	497.12
DRESSER RAND	MACHINERY/EQUIPMENT CHECK NO. - 00587874	11,170.04
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80105850	253.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80105850	2,058.60
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105932	683.97
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80105932	451.89
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80105932	331.35
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80105932	50.74
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105978	38,701.26
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80105992	1,095.00
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00587876	20,142.08
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80105996	392.04
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80106001	23,421.38
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		99,763.49

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105830	3,520.63
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80105833	8,487.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80105833	486.42
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80105837	1,552.71
CENTURYLINK	TELEPHONE CHECK NO. - 00587785	204.37
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80105838	250.59
COMCAST	TELEPHONE ACH PMT NO. - 80105840	209.55
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80105927	666.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY dba SPOKESMAN-REVIEW	PUBLICATIONS ACH PMT NO. - 80105843	390.00
DARIN LEHMAN	SAFETY SUPPLIES CHECK NO. - 00587795	52.32
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80105854	983.28
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80105856	72.49
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80105881	184,236.60
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00587889	144,315.35
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00587889	105,793.22-
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105889	465.92

TOTAL FOR 4500 - SOLID WASTE COLLECTION	240,101.76
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4530 - SOLID WASTE LANDFILLS

BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80105961	3,347.42
JACOBS ENGINEERING GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80105976	6,031.50

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	9,378.92
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4700 - DEVELOPMENT SVCS CENTER

RC MECHANICAL LLC	PERMIT REFUNDS PAYABLE	
RICK ALBAUGH	CHECK NO. - 00587794	44.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105886	2,008.31
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80105886	400.10
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		2,452.41

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80105833	38.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CINTAS CORPORATION NO 3	SAFETY SUPPLIES	
LOC 606	ACH PMT NO. - 80105838	229.70
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	216.98
ENVIRO-CLEAN EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80105851	774.38
INLAND PACIFIC HOSE & FITTINGS	VEHICLE REPAIR & MAINT SUPPLY	
INC	ACH PMT NO. - 80105861	12.95
MCLOUGHLIN & EARDLEY GROUP	VEHICLE REPAIR & MAINT SUPPLY	
dba SIRENNET.COM	ACH PMT NO. - 80105878	199.75
TOTAL FOR 5100 - FLEET SERVICES FUND		1,471.76

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80105966	252.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80105886	92.13
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		344.13

5300 - IT FUND

AT&T	TELEPHONE	
	CHECK NO. - 00587783	86.90
MITCHELL HUMPHREY USER GROUP	REGISTRATION/SCHOOLING	
C/O JEFFERSON COUNTY	CHECK NO. - 00587796	600.00
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80105990	95,402.81
STEPHEN C HANSON	REGISTRATION/SCHOOLING	

	ACH PMT NO. - 80105956	695.42
SYSTEM INNOVATORS	SOFTWARE MAINTENANCE	
DIV OF N HARRIS COMPUTER CORP	ACH PMT NO. - 80105882	15,597.69
TOTAL FOR 5300 - IT FUND		112,382.82
5310 - IT CAPITAL REPLACEMENT FUND		
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80105847	1,558.75
DEXON COMPUTER INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80105849	6,785.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	610.65
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		8,954.40
5800 - RISK MANAGEMENT FUND		
ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80105963	27,547.58
SPECIAL CONTINGENCY RISKS INC	INSURANCE PREMIUMS	
	ACH PMT NO. - 80105951	2,936.33
SPECIAL CONTINGENCY RISKS INC	PREPAID INSURANCE	
	ACH PMT NO. - 80105951	5,872.67
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80105921	53,151.60
TOTAL FOR 5800 - RISK MANAGEMENT FUND		89,508.18
5810 - WORKERS' COMPENSATION FUND		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80105927	142.02
JIM'S TRANSFER INC DBA DEVRIES	MISC SERVICES/CHARGES	
MOVING PACKING STORAGE	ACH PMT NO. - 80105930	1,113.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,255.02
5820 - UNEMPLOYMENT COMPENSATION FUND		
NATIONAL EMPLOYERS COUNCIL INC	INSURANCE ADMINISTRATION	
DBA PEOPLESYSTEMS	ACH PMT NO. - 80105988	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		500.00
5830 - EMPLOYEES BENEFITS FUND		

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80105929	13,716.45
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80105965	27,637.30
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80105936	26,000.75
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80105977	155,597.01

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80105917	463,470.41
WAPAL FUND WASHINGTON STATE HEALTH CARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80105888	293.37

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	686,715.29
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5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80105831	901.33
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80105841	981.00
DEXON COMPUTER INC	MINOR EQUIPMENT ACH PMT NO. - 80105849	229.00
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO. - 80105939	67.57
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00587808	1,715.12
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	20.61

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	3,914.63
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6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80105929	1,197.84
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80105965	4,314.00
FORREST BELL	SERVICE REIMBURSEMENT CHECK NO. - 00587784	359.96
GERAS LLC DBA FAMILY RESOURCE HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00587788	552.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00587789	118.92

MADRONA PEAK LLC	SERVICE REIMBURSEMENT	
GENERATIONS HOME CARE	CHECK NO. - 00587787	1,888.65
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80105871	5,000.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80105871	4,710.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OMNICARE LLC	SERVICE REIMBURSEMENT	
EVERGREEN PHARMACEUTICAL LLC	CHECK NO. - 00587798	255.02
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80105917	56,386.96
RONALD PAYTON	SERVICE REIMBURSEMENT	
	CHECK NO. - 00587799	300.00
SPOKANELIFELINE INC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00587806	27.23
TERRY SCHERER	SERVICE REIMBURSEMENT	
	CHECK NO. - 00587802	5,050.00
UNITED METHODIST HOMES	SERVICE REIMBURSEMENT	
dba ROCKWOOD SOUTH HILL	CHECK NO. - 00587801	6,955.00
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH HILL VILLAGE	CHECK NO. - 00587810	4,850.00
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH HILL VILLAGE	CHECK NO. - 00587810	575.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	92,540.58
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6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES	
	CHECK NO. - 00587809	4,790.50

TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT	4,790.50
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6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES	
	CHECK NO. - 00587809	72,181.45

TOTAL FOR 6250 - MUNICIPAL COURT	72,181.45
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6300 - POLICE PENSION

CRISTA SENIOR COMMUNITY	SERVICE REIMBURSEMENT	
ASSISTED LIVING	CHECK NO. - 00587786	4,995.00

CRISTA SENIOR COMMUNITY	SERVICE REIMBURSEMENT	
ASSISTED LIVING	CHECK NO. - 00587786	2,780.00

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
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	ACH PMT NO. - 80105929	976.81
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80105965	2,537.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRED UTTKE	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80105895	131.28
GN HEARING CARE CORPORATION	SERVICE REIMBURSEMENT	
DBA BELTONE	CHECK NO. - 00587789	5,500.00
OMNICARE LLC	SERVICE REIMBURSEMENT	
EVERGREEN PHARMACEUTICAL LLC	CHECK NO. - 00587798	94.16
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80105917	38,205.92
RICHARD JORGENSON	SERVICE REIMBURSEMENT	
	CHECK NO. - 00587792	84.47
RIVERVIEW LUTHERAN RETIREMENT	SERVICE REIMBURSEMENT	
COMMUNITY OF SPOKANE	CHECK NO. - 00587800	9,426.40
RIVERVIEW LUTHERAN RETIREMENT	SERVICE REIMBURSEMENT	
COMMUNITY OF SPOKANE	CHECK NO. - 00587800	3,791.42
SULLIVAN VENTURES, LLC	SERVICE REIMBURSEMENT	
DBA SULLIVAN PARK ASSISTED LVG	CHECK NO. - 00587807	4,425.00
SULLIVAN VENTURES, LLC	SERVICE REIMBURSEMENT	
DBA SULLIVAN PARK ASSISTED LVG	CHECK NO. - 00587807	1,700.00
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH HILL VILLAGE	CHECK NO. - 00587810	4,850.00
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH HILL VILLAGE	CHECK NO. - 00587810	2,700.00
WILLIAM GRUB	SERVICE REIMBURSEMENT	
	CHECK NO. - 00587791	289.00

TOTAL FOR 6300 - POLICE PENSION

82,486.46

TOTAL CLAIMS

3,619,278.20

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

08/15/2022

Date Rec'd

8/10/2022

Clerk's File #

CPR 2022-0003

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

ACCOUNTING

Contact Name/Phone

MICHELLE MURRAY 6032

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 6, 2022.
Payroll check #564486 through check #564769 \$8,261,352.14

Summary (Background)

N/A

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 8,261,352.14

N/A

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

PERKINS, JOHNNIE

Additional Approvals**Purchasing**

PAYROLL RECAP BY FUND
PAY PERIOD ENDING AUGUST 6, 2022

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	11,354.40
0230	CIVIL SERVICE	37,284.90
0260	CITY CLERK	19,851.21
0320	COUNCIL	51,450.60
0330	PUBLIC AFFAIRS / COMMUNICATIONS	32,431.38
0370	ENGINEERING SERVICES	187,311.93
0410	FINANCE	35,895.49
0430	GRANTS MNGMT & FINANCIAL ASSIST	6,209.60
0450	CD/HS DIVISION	11,038.40
0470	HISTORIC PRESERVATION	7,045.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	2,728.80
0500	LEGAL	167,157.91
0520	MAYOR	32,598.36
0550	NEIGHBORHOOD SERVICES	13,968.81
05601	MUNICIPAL COURT	113,623.37
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	7,275.20
0620	HUMAN RESOURCES	24,875.30
0650	PLANNING SERVICES	44,906.36
0680	POLICE	1,928,539.15
0690	PROBATION SERVICES	42,485.17
0700	PUBLIC DEFENDERS	82,695.74
0750	ECONOMIC DEVELOPMENT	8,157.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,868,885.28

FUND	FUND NAME	TOTAL
1100	STREET	299,928.36
1200	CODE ENFORCEMENT	56,821.41
1300	LIBRARY	202,380.84
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	535,309.59
1460	PARKING METER	35,630.65
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	14,170.34
1625	PUBLIC SAFETY PERSONNEL	85,768.47
1630	COMBINED COMMUNICATIONS CENTER	58,248.66
1680	CD/HS	54,576.00
1970	EMS FUND	1,550,426.79
4100	WATER	473,155.82
4250	INTEGRATED CAPITAL FUND	48,944.64
4300	SEWER	572,323.30
4480	REFUSE	573,739.10
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	68,189.80
4700	GENERAL SERVICES FUND	167,164.82
5100	FLEET SERVICE	102,816.83
5200	PUBLIC WORKS & UTILITY FUND	55,225.62
5300	MIS	181,867.45
5400	REPROGRAPHICS	7,443.21
5500	PURCHASING	20,549.60
5600	ACCOUNTING SERVICES	109,369.69
5700	MY SPOKANE	27,358.57
5750	PROJECT MANAGEMENT OFFICE	18,970.40
5810	WORKER'S COMPENSATION	15,304.01
5830	SELF-FUNDED MEDICAL/DENTAL	9,168.80
5900	ASSET MANAGEMENT	36,158.09
6060	CITY RETIREMENT	11,456.00
	TOTAL	8,261,352.14

MEETING MINUTES
City of Spokane
City Council Study Session
June 16, 2022

Call to Order: 11:02 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/721186781>

Attendance:

Committee Members Present: Council President Beggs, Council Members Kinnear, Stratton, Cathcart, Wilkerson, Bingle and Zappone (arrived at 11:05 a.m.)

Committee Members Absent: None

Agenda Items:

1. Spokane Arts Presentation

- Presenters:
Melissa Huggins, Spokane Arts; Brooke Kiener, Spokane Arts Board
- Action taken:
Presentation and discussion only, no action was taken.

2. CHHS GIS Intern Proposal

- Presenters:
George Dahl, City of Spokane; Tessa Jilot, SNAP; Colton Ellingson, City of Spokane
- Action taken:
Presentation and discussion only, no action was taken.

3. Administration ARPA Priorities

- Presenters:
Mayor Woodward, City of Spokane
- Action taken:
Presentation and discussion only, no action was taken.

Executive Session:

None

Adjournment:

The meeting adjourned at 12:02 p.m.

Minutes prepared and submitted for publication in the June 29, 2022, issue of the Official Gazette.

Hannahlee Allers
Council Office Director

Approved by City Council on August 15, 2022.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 18, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

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

City Administrator Johnnie Perkins, Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting.

Advance Agenda Review

The City Council received an overview on the July 25, 2022, Advance Agenda items.

Action to Approve July 25, 2022, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the July 25, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Wilkerson, seconded by Council Member Stratton, the City Council **approved** the July 25, 2022, Advance Agenda.

Current Agenda Review

The City Council reviewed the July 18, 2022, Current Agenda for any changes.

Special Budget Ordinance C36234

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to defer** Special Budget Ordinance C36234 for two weeks (to August 1, 2022, Agenda); **carried 7-0.**

Suspension of Council Rules

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to suspend** Council Rules for purposes of adding items to tonight's Agenda; **carried 7-0.**

Special Budget Ordinance C36245

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to add** Special Budget Ordinance C36245—increasing appropriations for contractual services in

Human Resources by \$46,000 arising from the entering into a contract with Archbright to provide personnel services—to the Current Legislative Agenda; **carried 7-0.**

Emergency Ordinance C36239 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to defer** Emergency Ordinance C36239—determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency—for two weeks (to the August 1, 2022, Agenda); **carried 7-0.**

First Reading Ordinance C36244

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** First 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—to tonight's Current Legislative Agenda; **carried 5-2.**

Interim Zoning Ordinance C36232 (Hearings Item H1.) (Council Sponsors: Council Members Cathcart and Wilkerson)

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to substitute** Interim Zoning Ordinance C36232—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—with an updated version; **carried 7-0.**

Motion by Council Member Kinnear, seconded by Council President Beggs, **to amend** Interim Zoning Ordinance C36232 by amending 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 was rejected 2-5.

Council Recess/Executive Session

The City Council Briefing Session adjourned at 4:18 p.m. No Executive Session was held. The City Council reconvened at 6:03 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, Wilkerson, and Zappone were present.

Hannahlee Allers, Director-City Council Office and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

There were no **Proclamations or Salutations**.

There were no **Reports from Neighborhood Councils**.

MOMENT OF SILENCE

Council President Beggs commented that Corporal Jeff McCollough died this weekend in a golf cart accident while he was off duty. Detective Jeff Barrington was also in the vehicle, and he was injured, and Jeff McCollough's wife was also injured. Both are out of the hospital. He noted everyone is grieving and upset and our thoughts are with family and friends and coworkers left behind. He requested a few moments of silence for reflection.

BOARD AND COMMISSION APPOINTMENTS

West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee (CPR 2007-0039)

Upon Unanimous Voice Vote, the City Council **approved** the appointment of Eric Iannelli as the alternate chair for the Emerson-Garfield Neighborhood on the West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee to fill a vacated seat until April 9, 2024.

BOARDS AND COMMISSIONS

Council President Beggs indicated if anyone is interested in serving on one of the City's Board's or Commissions, please contact the Mayor's Office or go to the City's Boards and Commissions webpage on MySpokane and see which ones are out there, which

vacancies are there, who is on the various Boards and Commissions and who's terms are expiring. The Mayor's Office accepts applications, interviews people, and nominates them and then City Council interviews them and approves appointments.

There were no **Administrative Reports**.

CONSENT AGENDA

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

Upon Unanimous 7-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Second and final renewal with Two Rivers Terminal, LLC (Pasco, WA) to supply approximately 130,000 gallons of liquid sodium bisulfite to the Riverside Park Water Reclamation Facility at \$2.58 per gallon from August 15, 2022 to August 14, 2023—annual estimated cost \$335,400. (OPR 2018-0455 / BID 4471-18) (Council Sponsor: Council Member Kinnear)

Final renewal with Olin Corporation (Tracy, CA) to supply liquid sodium hypochlorite to the Riverside Park Water Reclamation Facility at a cost of \$2.59 per gallon with a tentative start date of August 1, 2022 through July 31, 2023—estimated annual cost of \$564,620 (plus applicable tax). (OPR 2018-0410 / BID 4455-18) (Council Sponsor: Council Member Kinnear)

Biosolids Disposal Awards, for disposal of cleaned and stabilized biosolids created from the wastewater treatment process at the Riverside Park Water Reclamation Facility, with:

- a. Barr-Tech, LLC (primary)—not to exceed \$295,000. (OPR 2022-0526 / RFQ 5681-22)
- b. Boulder Park, Inc. (secondary)—not to exceed \$5,000. (OPR 2022-0527 / RFQ 5681-22)

(Council Sponsor: Council Member Kinnear)

Public Works Agreement with Power City Electric, Inc. (Spokane) for installation of a new water pump at the pumping gallery at the Riverside Park Water Reclamation Facility from July 1, 2022 through December 31, 2022—\$270,865 (incl. tax). (OPR 2022-0528 / IPWQ 5653-22) (Council Sponsor: Council Member Kinnear)

Public Works Agreement with McKinstry Co., LLC (Spokane) to maintain, upgrade, and repair occupied and non-occupied HVAC systems at the Riverside Park Water

Reclamation Facility from July 1, 2022 through December 31, 2022—\$139,860 (plus tax, if applicable). (OPR 2022-0529) (Council Sponsor: Council Member Kinnear)

Three-year Lease Agreement with Brothers Brewing, LLC (Spokane) for the plaza above CSO 24-1 at 10 South Adams, with options for two one-year renewals. (OPR 2022-0530) (Council Sponsor: Council Member Kinnear)

Accept funding from the Washington Association of Sheriffs and Police Chiefs for the Fiscal Year 2022-2023 Sexual Assault Kit Initiative Grant Program—\$173,000 Grant Revenue. (OPR 2022-0531) (Relates to Special Budget Ordinance C36236) (Council Sponsors: Council President Beggs and Council Member Cathcart)

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 House of Charity Emergency Shelter—\$481,652. Total Contract Amount: \$1,033,610. (OPR 2020-0061) (Council Sponsor: Council Member Kinnear)

Low Bid of Shamrock Paving, Inc. (Spokane) for 2022 Residential Chip Seal Project—\$769,769. An administrative reserve of \$76,976.90, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (OPR 2022-0532 / ENG 2022043) (Council Sponsor: Council Member Kinnear)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 8, 2022, total \$4,517,035.24 (Check Nos.: 587250-587321; ACH Nos.: 104789-104966), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,271,752.78 (CPR 2022-0002)
- b. Payroll claims of previously approved obligations through July 9, 2022: \$8,358,559.41 (Check Nos.: 563892-564182). (CPR 2022-0003)

City Council Meeting Minutes: July 14 and July 27, 2022. (CPR 2022-0013)

ANNOUNCEMENTS / OPEN FORUM COMMENTS

Council President Beggs announced adjustments that had been made to the Agenda during the 3:30 p.m. Briefing Session. He also remarked on open forum rules and noted citizens cannot talk on anything on tonight's or next week's agenda. He noted there is a request from a constituent, who has extenuating health and transportation issues, to suspend the Council Rules so she could do her open forum earlier in the meeting. Council President Beggs called for a motion to allow the constituent to speak for three minutes. The following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to suspend** the Council Rules for allowing the open forum for one person to speak earlier in the meeting; **carried 7-0**.

Jude Cormier then proceeded to provide open forum comments to the City Council.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

For action on Special Budget Ordinance C36234, see section of minutes under 3:30 p.m. Briefing Session.

Special Budget Ordinance C36235 (Council Sponsors: Council Members Kinnear and Cathcart)

Subsequent to an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36235** 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:

Police Fund

1) Increase revenue by \$26,676.

A) \$26,676 of the increased revenue is from the Washington State Criminal Justice Training Commission for hosting Basic Law Enforcement Academy (BLEA) sessions.

2) Increase the appropriation by \$26,676.

A) Of the increased appropriation, approximately \$9,000 is provided solely for replacing the aging flooring in the BLEA classroom.

B) Of the increased appropriation, approximately \$17,676 is provided solely for updating additional training equipment used by BLEA students

(This action arises from the need to update training facilities and equipment.)

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

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36236 (Relates to OPR 2022-0531) (Council Sponsors: Council Members Kinnear and Cathcart)

Subsequent to an opportunity for public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36236** 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:

Public Safety & Judicial Grant Fund

1) Increase revenue by \$173,000.

A) \$173,000 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award.

2) Increase the appropriation by \$173,000.

A) Of the increased appropriation, \$125,000 is provided solely for officer overtime salaries and benefits.

B) Of the increased appropriation, \$10,000 is provided solely for training and travel.

C) Of the increased appropriation, \$10,000 is provided solely for professional services.

D) Of the increased appropriation, \$28,000 is provided solely for victim advocacy contractual services.

(This action arises from the need to reflect newly award grant funds to be used to work sexual assault cases.)

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

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36237 (Council Sponsors: Council Members Kinnear and Cathcart)

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

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36237** 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:

Public Safety & Judicial Grant Fund

- 1) Increase appropriations by \$192,000
 - A) Of the increased appropriations; \$150,000 of the increase is to be used to purchase a cargo truck to be used for transporting and repairing TAC team equipment
 - B) \$42,000 to be used to purchase an enclosed trailer that will be used to transport and store equipment
- 2) The increased appropriation is funded from unappropriated reserves in the Public Safety & Judicial Grant Fund
 - A) Distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation.

(This action arises from the need to procure necessary equipment used by the SPD Bike Unit.)

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

Special Budget Ordinance C36238 (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 Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36238** 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:

Internal Service Fund

- 1) Decrease the salary and benefit appropriations for two vacant Continuous Improvement Analyst positions in the Office of Performance Management by \$70,000.
- 2) Increase the appropriation for contractual services by \$70,000.
- 3) There is no change to the overall appropriation level in the Internal Service Fund.

(This action arises from the need for additional contractual support for the launch of the eSupervision, eProsecutor, and eDefender systems in September 2022.)

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

Special Budget Ordinance C36245 (Council Sponsor: Council President Beggs)

Subsequent to a full reading of Special Budget Ordinance C36245 by the City Clerk and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36245** 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:

General Fund

- 1) Decrease the appropriation for a Human Resources Analyst II position in the Human Resources Department by \$12,000.
 - 2) Decrease the appropriation for a Safety Coordinator/CDL position in the Human Resources Department by \$34,000.
 - 3) Increase the appropriation for contractual services by \$46,000.
- (A) There is no change to the overall appropriation level in the General Fund.

(This action arises from entering into a contract with Archbright to provide personnel services.)

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

EMERGENCY ORDINANCES

For action on Emergency Ordinance C36239, see section of minutes under 3:30 p.m. Briefing Session.

RESOLUTIONS

Resolution 2022-0062 (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 Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0062** providing for assessment segregation for Liberty Avenue from Oak Street to Ash Place.

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

Resolution 2022-0063 (Council Sponsors: Council Members Zappone and Stratton)

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

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0063** setting Hearing before City Council for August 22, 2022, for the vacation of portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street, as requested by the Spokane Public Facilities District.

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

Resolution 2022-0064 (Council Sponsors: Council Members Wilkerson and Cathcart)

Teri Stripes of Planning and Economic Development provided a presentation on Resolution 2022-0064 and Council inquiry and commentary was held. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0064** updating the Economic Development Strategy to target the City's staff and incentive resources to the most distressed census tracts, building upon past work and striving for further alignment with capital infrastructure plans, community development, current community needs, neighborhood planning and incentives policies, and clarifying the City's roll

in economic development within the Spokane Targeted Investment Area (as defined in Attachments A and B).

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

Resolution 2022-0065 (Council Sponsors: Council Members Wilkerson and Cathcart)

Subsequent to receiving public testimony from one individual and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0065** adopting Administrative Policy aligning changes in the Projects of Citywide Significance incentive to focus on the Spokane Targeted Investment Area established in the Economic Development Strategy Resolution 2022-0064, and increasing its flexibility in meeting current community needs, making the award of the incentive more transparent, and not limiting its use to only large multi-million-dollar projects.

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

Resolution 2022-0066 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Subsequent to an introduction of Resolution 2022-0066 by Council President Beggs, public testimony from one individual, and Council commentary, the following action was taken:

Upon 4-3 Roll Call Vote, the City Council **adopted Resolution 2022-0066** requesting City Administration to enter into negotiations with the owner of 4320 E. Trent Avenue for the City's purchase of the building.

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

FINAL READING ORDINANCES

Final Reading Ordinance C36223

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

Upon Unanimous Roll Call Vote, the City Council **passed** Final Reading ordinance C36233 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.

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

For action on Final Reading Ordinance C36232, see section of minutes under Hearings.

FIRST READING ORDINANCES

The following Ordinance was 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 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. (Note: This ordinance relates to 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 of the Spokane City Charter relating to the appointment, duties and powers of the city attorney and other legal counsel, which will appear on the July 25, 2022, Agenda.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

There were no **Special Considerations**.

HEARINGS

Hearing on Interim Zoning Ordinance C36232—Concerning Permitting and Encouraging Construction of Attached Homes, Duplexes, Triplexes, and Fourplexes in more Residential Zoning Districts (Council Sponsors: Council Members Cathcart and Wilkerson)

The City Council held a hearing on Interim Zoning Ordinance C36232. Planning Director Spencer Gardner provided a presentation on the ordinance, and he presented a proposed amendment to the ordinance. The proposed amendment adds a footnote to the table regarding private shared driveway. The following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to accept** amendment to Interim Zoning Ordinance C36232 requested by Planning to add foot note to table regarding private shared driveway; **approved 7-0.**

Following Council and staff commentary, public testimony was received on Interim Zoning Ordinance C36232. Council commentary ensued, after which the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Interim Zoning Ordinance C36232**, as substituted and amended, 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.

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

Council Recess

The City Council took a recess at 7:41 p.m. and reconvened at 7:50 p.m.

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Julie Garcia
- Ken Crary
- Jason Green
- Matthew Buchanan

- Teresa Simon
- Ron Simon
- Justin Haller
- Nettie White

Motion by Council Member Wilkerson, seconded by Council Member Zappone, **to suspend** Council Rules to allow Nettie White to read for Lily Anne Brown and so Lily can run the projector; **carried 6-1.**

The Open Forum continued with the following speakers:

- Nettie White (speaking for Lily Anne Brown's time)
- Dave M.
- Justice Forral
- Michelle Pappas
- Kim Schmidt
- Jerry Bower
- Katie Kenlein
- Tom Robinson
- John Alder
- Rick Bocook

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:43 p.m.

Minutes prepared and submitted for publication in the July 27, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on August 1, 2022.

Breean Beggs
City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 25, 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, Wilkerson, and Zappone were present.

City Administrator Johnnie Perkins, Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting.

Candidate Interview – Citizens’ Transportation Advisory Board

The City Council held an interview with Barbara Coe, a candidate for appointment to the Citizens’ Transportation Advisory Board.

Commentary by Mayor Woodward Regarding Ordinance C36248

Council President Beggs advised that Mayor Woodward wished to speak on one of the proposed alternatives for First Reading Ordinance C36248 (relating to the protection of public lands and properties), which appears on the August 1 agenda for first reading. He noted he shared with City Administration that he anticipates the Ordinance will be tabled due, in part, to a pretty lengthy legal memo regarding things that need to be addressed in the ordinance and gave the Mayor the option of coming back another time; however, the Mayor still wished to speak on the matter. Mayor Woodward then spoke regarding Ordinance C36248 and the critical need to make revisions to the City’s ordinances regarding illegal camping and sit and lie. She indicated that Court rulings, since each was enacted, have limited the City’s ability to enforce both as they are currently written; and, so, a revision is critical to meet those standards and to maintain our community’s expectation for the safety, health, and wellness for all who use our public spaces. The Mayor provided an overview of the updates in the proposed ordinance. Council inquiry and discussion was held, with response by the Mayor and Interim City Attorney Lynden Smithson.

Advance Agenda Review

The City Council received an overview from staff on the August 1, 2022, Advance Agenda items.

Addition of Appointment to the Citizens' Transportation Advisory Board (CTAB) (CPR 2018-0032)

Motion by Council Member Zappone, seconded by Council Member Kinnear, **to add** to the August 1 Agenda the appointment of Stefan Rodriguez to District 3, Position 2, on the Citizens' Transportation Advisory Board (CTAB); **carried 7-0.**

Special Budget Ordinance C36193 (Deferred from July 11, 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—for three weeks, to the August 15, 2022, Agenda; **carried 7-0.**

First Reading Ordinance C36248 (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to defer indefinitely** First Reading Ordinance C36248 relating to the Protection of Public Lands and Properties; amending Sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code; and amending section 10.10.026 of the Spokane Municipal Code.; **carried 5-2.**

Action to Approve August 1, 2022, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the August 1, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to approve** the August 1, 2022, Advance Agenda (as modified); **carried 7-0.**

Current Agenda Review

The City Council reviewed the July 25, 2022, Current Agenda for any changes.

Resolution 2022-0070

Upon review of the July 25 Current Agenda, the City Council took the following action:

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to accept** substitute version of Resolution 2022-0070 (filed July 22, 2022); **carried 5-2.**

Council Member Cathcart presented the following amendments for Council's consideration.

Amendment 1

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to amend** the following clause in Resolution 2022-0070 to strike “supports, and reaffirms the vitality of”:

“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.”

Motion rejected 2-5.

Amendment 2:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to amend** Resolution 2022-0070 by adding the following clause:

“BE IT FURTHER RESOLVED understanding that abortions will remain legal in Washington indefinitely despite any decisions made by the U.S. Supreme Court, the Spokane City Council hereby advocates for the following policy consideration:

- The use of abortion for the purposes of preventing the birth of children with genetic disorders such as down syndrome, shall not be lawful.

Motion rejected 3-4.

Amendment 3:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to amend** Resolution 2022-070 by adding the following clause:

BE IT FURTHER RESOLVED understanding that abortions will remain legal in Washington State indefinitely despite any decisions made by the U.S. Supreme Court, the Spokane City Council herby advocates for the following policy consideration:

- The use of abortion for the purposes of sexual orientation selections, shall not be lawful.

Motion rejected 2-5.

Amendment 4:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to amend** Resolution 2022-0070 by adding the following clause:

BE IT FURTHER RESOLVED understanding that abortions will remain legal in Washington State indefinitely despite any decisions made by the U.S. Supreme Court, the Spokane City Council hereby advocates for the following policy consideration:

- The use of abortion for the purposes of preventing the birth of children with genetic disorders such as down syndrome, shall not be lawful.

Motion rejected 2-5.

Amendment 5:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to amend** Resolution 2022-0070 by adding the following clause:

BE IT FURTHER RESOLVED understanding that abortions will remain legal in Washington State indefinitely despite any decisions made by the U.S. Supreme Court, the Spokane City Council hereby advocates for the following policy consideration:

- Parental or guardian notification, with judicial bypass options, shall be a requirement for any abortion by a non-emancipated minor.

Motion rejected 2-5.

Council Member Bingle then presented amendments to Resolution 2022-0070 for Council's consideration.

Amendment 1:

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to strike out** "individual" / "pregnant individual" / "individual's" and replace with "woman" or "woman's" (throughout the resolution) and strike out "Every woman and all" and replace with "All" (under the first bullet of the seventh "WHEREAS" clause); **rejected 2-5.**

Amendment 2:

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to strike out** the last "AND BE IT FINALLY RESOLVED" clause regarding limiting investigations, as follows:

~~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.~~

Motion rejected 2-5.

Amendment 3:

Motion by Council Member Bingle, seconded by Council Member Cathcart, to amend the second to last clause, as follows:

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.~~ defining life as being from the moment of conception and afforded protections as guaranteed by the 14th Amendment.

Motion rejected 1-6.

Amendment 4:

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to insert** “majority,” as follows:

NOW THEREFORE, BE IT RESOLVED that the majority 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~~ the majority of City Council 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 majority of 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.

Motion rejected 2-5.

Council Recess/Executive Session

The City Council adjourned at 5:00 p.m. No Executive Session was held. The City Council reconvened at 6:02 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.

Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

There were no **Proclamations or Salutations**.

There were no **Reports from Neighborhood Councils**.

ADMINISTRATIVE REPORTS

Cooling Center Update

Fire Chief Brian Schaeffer provided an update on Cooling Centers.

Aging & Long-term Care of Eastern Washington

Lynn Kimball, Executive Director, provided a report on Aging & Long-term Care of Eastern Washington.

CONSENT AGENDA

Subsequent to public testimony from one individual 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 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). (OPR 2022-0541) (Council Sponsor: Council Member Kinnear)

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). (OPR 2017-0356 / RFP 13-15) (Council Sponsor: Council Member Kinnear)

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. (OPR 2021-0257) (Council Sponsor: Council Member Cathcart)

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

- a. Koz on West 4th LLC for the future construction of approximately 260 units at Parcel Numbers 35191.3803+, commonly known as 307 West 4th 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 35192.2204, commonly known as 204 S. Wall Street. (OPR 2022-0544)

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)

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) (OPR 2022-0545) (Council Sponsor: Council Member Kinnear)

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. (OPR 2019-0750) (Council Sponsor: Council Member Stratton)

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) (OPR 2022-0546 / ENG 2021044) (Council Sponsor: Council Member Kinnear)

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. (OPR 2021-0385 / RFB 21-105) (Council Sponsor: Council Member Cathcart)

Renewal of Cellebrite software for use by the Spokane Police Department digital forensics lab in collaboration with SPD investigators—\$63,128.53. (OPR 2021-0299) (Council Sponsor: Council Member Cathcart)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 15, 2022, total \$9,255,311.99 (Check Nos.: 587322-587473; ACH Nos.: 104967-105242), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,029,209.71. (CPR 2022-0002)

City Council Meeting Minutes: July 11, 2022. (CPR 2022-0013)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36240 (Council Sponsors: Council Members Kinnear and Zappone)

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

Upon 6-0, the City Council **passed Special Budget 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 OPR 2022-0545 under the Consent Agenda)

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

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2022-0067 (Council Sponsors: Council Members Cathcart and Bingle)

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 **adopted Resolution 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.

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

Resolution 2022-0068 (Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)

Subsequent to an overview by Council President Beggs and 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 2022-0068** 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.

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

For Council action on Resolution 2022-0069, see section of minutes under “Special Considerations.”

For Council action on Resolution 2022-0070, see section of minutes following “Special Considerations.”

FINAL READING ORDINANCES

For action on Final Reading Ordinance C36244, see section of minutes under Special Considerations.

There were no **First Reading Ordinances**.

SPECIAL CONSIDERATIONS

Final Reading Ordinance C36244 and Resolution 2022-0069 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

The Spokane City Council considered Final Reading Ordinance C36244 and Resolution 2022-0069 regarding a proposed charter amendment for an Independent City Attorney and other legal counsel. Subsequent to public testimony and Council commentary, the following actions were taken:

Upon 4-2 Roll Call Vote, the City Council **passed 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.

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

Upon 4-2 Roll Call Vote, the City Council **adopted 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.

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

Council Recess

During the public testimony on Resolution 2022-0070 (below), the City Council took a recess at 8:25 p.m. and reconvened at 8:37 p.m.

RESOLUTIONS (continued)

Resolution 2022-0070 (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)

The City Council considered Resolution 2022-0070. Considerable public testimony was received. Following public testimony, Council President Beggs requested a motion to extend the meeting past 9:30 p.m. to receive Council commentary. The following action was taken:

Motion by Council Member Bingle, seconded by Council Member Kinnear, **to extend** the meeting past 9:30 p.m. to receive Council commentary; **carried 6-0.**

Council commentary ensued. The following action was then taken on the matter:

Upon 4-2 Roll Call Vote, the City Council **adopted Resolution 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.

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

There were no **Hearings**.

Due to the lateness in time, **no Open Forum was held.**

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 9:52 p.m.

Minutes prepared and submitted for publication in the August 10, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on August 15, 2022.

Breean Beggs
City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
August 4, 2022

Call to Order: 11:02 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/736650808>

Attendance:

Committee Members Present: Council President Breean Beggs, Council Members Kinnear, Stratton, Cathcart, Wilkerson (left at 1:08 a.m.), Bingle, and Zappone (attending virtually)

Committee Members Absent: None

Agenda Items:

1. CHHS Board Interview

- Presenters:
Chelsea Low, CHHS Board Appointee (attending via phone)
- Action taken:
No action taken. Presentation and discussion only.

2. City-Funded Homelessness Provider Updates

- Presenters:
Fawn Schott, Volunteers of America; Jennifer Haynes-Harter, YWCA; Emma Hughes, Family Promise; Sharon Stadelman, Catholic Charities; Edie Rice-Sauer, Transitions; Michael Shaw, Guardians; Marty McKinney, Truth Ministries; Julie Honekamp, SNAP; Amy Johnson, SNAP.
- Action taken:
No action taken. Presentation and discussion only.

3. Collective Bargaining Improvement Ordinance

- Presenters:
Council President Beggs
- Action taken:
CP Beggs and CM Kinnear agreed to sponsor the ordinance to move forward for Council consideration.

Executive Session: None

Adjournment:

The meeting adjourned at 1:09 p.m.

Minutes prepared and submitted for publication in the Month, XX, 20XX, issue of the Official Gazette.

Hannahlee Allers
Council Office Director

Approved by City Council on Month, XX, 20XX.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk



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

Date Rec'd	4/13/2022
Clerk's File #	ORD C36193
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 CI FUNDS SBO

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 40,000	<u>Budget Account</u>	# 1560-17200-21250-54922-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head HAMMOND, JENNIFER

Division Director

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

BUDGET

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

spdfinance

MMCNAB

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	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p>
Proposed Council Action & Date:	Approval on May 23, 2022
Fiscal Impact: Total Cost: \$75,000 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 funds received for one-time costs related to law enforcement and criminal justice legislation 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?

Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.

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?

The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

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.

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	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$40,000 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/seizure 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? Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.	
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? The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.	

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

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 C36193

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 \$175,0000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) 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 continue and expand the use of confidential funds, 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

ORDINANCE NO C36193

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 \$75,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) 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 continue and expand the use of confidential funds, 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

ORDINANCE NO C36193

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 \$40,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
 - 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 continue and expand the use of confidential funds, 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:**

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

ORD C36251

Renews #**Submitting Dept**

MUNICIPAL COURT

Cross Ref #**Contact Name/Phone**

HOWARD 625-4400

Project #**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #

SBO

Agenda Item Name

0560 - SBO THERAPEUTIC COURT FUNDING

Agenda Wording

Given the budget reductions of the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via SBO for 2022.

Summary (Background)

Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court. To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget. As of the 2022 budget year, DUI Court has funds remaining for travel expenses and

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$ (55,000)

0560-13100-12500-09580-99999

Neutral \$ (16,300)

0560-13100-12500-52***-99999 (benefits)

Neutral \$ 5,000

0560-13100-12500-54902-99999

Neutral \$ 55,000

0560-13100-12500-54201-99999

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

DELANEY, HOWARD

Study Session\Other

PSCH 7-11-2022

Division Director

LOGAN, MARY

Council Sponsor

CP Beggs CM's Kinnear &

Finance

BUSTOS, KIM

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For the Mayor

ORMSBY, MICHAEL

mdiamond@spokanecity.org

Additional Approvals

jlargent@spokanecity.org

Purchasing

kbustos@spokanecity.org

MANAGEMENT &

STRATTON, JESSICA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022. It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs." Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.

Fiscal Impact

Neutral \$ 1,750

Neutral \$ 6,250

Budget Account

0560-13100-12500-53201-99999

0560-13100-12500-53201-99999

Distribution List

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court																								
Contact Name & Phone	Howard F. Delaney / 509-625-4400																								
Contact Email	hdelaney@spokanecity.org																								
Council Sponsor(s)	CP Beggs																								
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>																								
Agenda Item Name	SBO – Therapeutic Court Funding																								
Summary (Background)	<p>Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court.</p> <p>To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget.</p> <p>As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022.</p> <p>Given the budget reductions the Court experienced in its M&O budget lines in the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via an SBO for the remainder of 2022 and will be submitting a request to embed therapeutic court finding in its budget submission for 2023.</p> <p>It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs."</p> <p>Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.</p> <p>For 2022, the funding specifically requested for the internal therapeutic courts are as follows:</p> <p>Community Court</p> <table> <tr><td>Training – Motivational Interviewing</td><td>\$5,000</td></tr> <tr><td>Program Information Publications</td><td>\$750</td></tr> <tr><td>Parking – Providers & Staff</td><td>\$2,500</td></tr> <tr><td>Incentives/Awards</td><td>\$750</td></tr> <tr><td>City Hall Security</td><td>\$5,000</td></tr> <tr><td>Birth Certificates/ID</td><td><u>\$3,750</u></td></tr> <tr><td><i>Total Community Court.....</i></td><td><i>\$17,750</i></td></tr> </table> <p>DUI Court</p> <table> <tr><td>Random Alcohol & Drug Testing</td><td>\$50,000</td></tr> <tr><td>Incentives/Awards</td><td>\$1,000</td></tr> <tr><td>Program Material/Binders</td><td>\$500</td></tr> <tr><td>Program Information Publications/Medical Cards</td><td><u>\$1,000</u></td></tr> <tr><td><i>Total DUI Court</i></td><td><i>\$52,500</i></td></tr> </table>	Training – Motivational Interviewing	\$5,000	Program Information Publications	\$750	Parking – Providers & Staff	\$2,500	Incentives/Awards	\$750	City Hall Security	\$5,000	Birth Certificates/ID	<u>\$3,750</u>	<i>Total Community Court.....</i>	<i>\$17,750</i>	Random Alcohol & Drug Testing	\$50,000	Incentives/Awards	\$1,000	Program Material/Binders	\$500	Program Information Publications/Medical Cards	<u>\$1,000</u>	<i>Total DUI Court</i>	<i>\$52,500</i>
Training – Motivational Interviewing	\$5,000																								
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Program Information Publications/Medical Cards	<u>\$1,000</u>																								
<i>Total DUI Court</i>	<i>\$52,500</i>																								

	<p>Veteran's Court Program Information Binders.....\$600 Program Information Publications<u>\$450</u> <i>Total Veteran's Court</i>.....\$1,050 <i>Total All Therapeutic Courts</i>.....\$71,300</p> <p>SBO From: Salary Savings – Community Court Coordinator, \$71,300</p> <p>Training - \$5,000: To: 0560-13100-12500-54902 Registration/Schooling Alcohol/Drug Testing Vouchers & Security- \$55,000: To: 0560-13100-12500-54101 - Professional Services Program Brochures - \$2,200: To: 0560-13100-12500-54451 - Advertising Program Material/Binders – \$1,100: To: 0560-13100-12500-53101 - Office Supplies Incentives & Awards: \$1,750 To: 0560-13100-12500-53201 - Operating Supplies Parking Reimbursement/Birth Certificates & IDs – \$6,250 To: 0560-13100-12500-53201- Operating Supplies</p>
Proposed Council Action & Date:	<p>Approve the SBO July 25, 2022</p>
<p>Fiscal Impact: Total Cost: \$71,300 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Internal Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The therapeutic (problem solving) court model assists historically excluded communities in more successfully navigating our complex criminal justice system and increases effectiveness in producing behavioral change in the population.</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>Data points related to the demography of those under supervision in all Court/CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.</p>	

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

Data points from all Court/CJS programs are continually collected and analyzed to monitor the effectiveness of all Court/CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year.

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 improvement in therapeutic (problem solving) court funding as anticipated and the resulting additions to available program resources is a critical element of the City's criminal justice reform efforts.

ORDINANCE NO C36251

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.
- 2) Increase the appropriation for registration/schooling by \$5,000.
- 3) Increase the appropriation for professional services by \$55,000.
- 4) Increase the appropriation for advertising by \$2,200.
- 5) Increase the appropriation for office supplies by \$1,100.
- 6) Increase the appropriation for operating supplies by \$8,000.
- A) There is no change to the overall appropriation level in the General 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 appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030, 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:**

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

ORD C36252

Renews #**Submitting Dept**

MUNICIPAL COURT

Contact Name/Phone

HOWARD 625-4400

Contact E-Mail

HDELANEY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0560 - SBO - PRETRIAL, SENTENCE, & FTA REDUCTION ENHANCEMENTS

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

The Court is requesting funds to provide various enhancements for defendants with drugs/alcohol testing vouchers (DUI Court), DV Intervention Treatment (DVIT) vouchers, cell phones to reduce FTA, and rideshare/bus passes to reduce FTA.

Summary (Background)

Spokane Municipal Court has developed a number of programs and strategies to reduce recidivism, accelerate behavioral change, and reduce the delay and expense associated with individuals failing to appear at scheduled court hearings. Despite the Court's best efforts, it has been unable to secure adequate financial resources for these programs and strategies via the normal budget process. See attached briefing paper for additional details.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$ 115,000

0560-13100-12500-54101 (Testing/DVIT)

Neutral \$ 30,000

0560-13100-12500-54201 (Rides/Phones)

Neutral \$ (30,000)

0560-13100-12500-09590-99999

Neutral \$ (27,000)

0560-13100-12500-00130-99999

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

DELANEY, HOWARD

Study Session\Other

PSCH 7-11-2022

Division Director

LOGAN, MARY

Council Sponsor

CP Beggs CM's Kinnear &

Finance

BUSTOS, KIM

Distribution List**Legal**

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jlargent@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbustos@spokanecity.org

Additional Approvals

hdelaney@spokanecity.org

Purchasing

mdiamond@spokanecity.org

MANAGEMENT &

STRATTON, JESSICA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Neutral \$ (17,100)

Neutral \$ (25,000)

Budget Account

0560-13100-12500-52XXX Benefits

0690-16100-23100-00290-99999

Distribution List

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court
Contact Name & Phone	Howard F. Delaney / 509-625-4400
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>
Agenda Item Name	SBO – Pretrial, Sentence, & FTA Reduction Enhancements
Summary (Background)	<p>Spokane Municipal Court has developed a number of programs and strategies to reduce recidivism, accelerate behavioral change, and reduce the delay and expense associated with individuals failing to appear at scheduled court hearings.</p> <p>Despite the Court's best efforts, it has been unable to secure adequate financial resources for these programs and strategies via the normal budget process.</p> <p>With many matters before the Court, the requirement to randomly test for drugs and alcohol is a necessary condition of pretrial release and post sentence supervision. The cost of those tests has risen to \$30 per test. The Court will normally require an individual to test between 4 and 6 times per month, at a cost of \$120 to \$180 per month. Although the Court can order such testing, under Washington case law if the defendant is indigent, the Court cannot force the defendant to spend money he/she does not have or penalize him/her for not testing. Since 80% +/- of the individuals appearing before the Court qualify as indigent under the provisions of RCW 10.101.010(3), many individuals who should be randomly testing for drugs and/or alcohol are not ordered to do so based on the status of indigent. The Court is requesting funds to provide testing vouchers for indigent defendants with cases outside of DUI Court, in the amount of \$50,000.</p> <p>Another treatment program that our indigent population cannot afford is Domestic Violence Intervention Treatment (DVIT). This is a Washington State sanctioned and DSHS certified program whereby state licensed providers provide assessments and follow up behavioral modification programs to perpetrators of domestic violence. Given the cost of the program, which can be \$1,500 per individual and is not covered by health insurance, our Court cannot impose the program for many DV offenders appearing before the Court. In order to provide vouchers to indigent offenders for this program through the end of 2022, the Court is requesting \$65,000.</p> <p>The Court has been participating in a program to reduce failures to appear and failures to comply with treatment obligations that was initially funded via the County's MacArthur grant. It provides low cost cellular phones and limited monthly minutes to defendants who cannot afford one. This allows the defendant to keep in contact with their assigned public defender and to get court date and other text reminders from the Court, CJS, and the Public Defender's office. Initial data on the program show improvement in FTA rates and contact with assigned counsel. Data on the cellular telephone program as of May 2022, is about 4%.</p> <p>The program also provides rideshare transportation to defendants to court hearings, CJS appointments, attorney appointments, treatment appointments, etc. Although we are waiting for data from the County, our anecdotal experience indicates that those individuals receiving the rideshare rides or the bus passes provided by the Court have fewer issues with failing to appear and failing to comply with court ordered obligations. Since the MacArthur funds are nearly gone, we would like to continue the pilot program in the City through the end of 2022,</p>

	<p>compile additional data on the program's efficacy and make a decision on continuing the program in 2023. Total cost \$30,000</p> <p>SBO</p> <p>From: Salary Savings – Court Commissioner, \$39,000 Court Clerk II, \$35,000 Community Justice Specialist, \$32,000 Community Justice Counselor, \$39,000</p> <p>Alcohol & Drug Testing Vouchers- \$50,000: To: 0560-13100-12500-54101 Professional Services</p> <p>DVIT Vouchers- \$65,000: To: 0560-13100-12500-54101 Professional Services</p> <p>Rideshare/Bus Passes/Cellular Phones - \$30,000: To: 0560-13100-12500-54201 Contractual Services</p>
Proposed Council Action & Date:	<p>Approve the SBO.</p> <p>July 25, 2022</p>
<p>Fiscal Impact: Total Cost: \$145,000 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: Internal Salary Savings / Criminal Justice Fund 1910 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Reduction in jail expenses</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Given the demographic of our indigent population, by reducing the financial barriers to successful completion of their court ordered responsibilities, the population will have an increased chance of making the transitional behavior changes that will prevent them from continuing to offend.</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>Data points related to the demography of those using these programs are being collected and analyzed. Data tracking elements for these programs have recently been added to eCourt and the analysis of those data points will be enhanced when additional eCourt reporting features go online later this year.</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>Data points on all CJS programs are continually collected and analyzed to monitor the effectiveness of all CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to be implemented later this year.</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>These types of programs are critical elements of the City's criminal justice reform efforts.</p>	

ORDINANCE NO C36252

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Decrease the appropriation for Court Commissioner in the Municipal Court department by \$39,000.
- 2) Decrease the appropriation for Court Clerk II in the Municipal Court department by \$35,000.
- 3) Decrease the appropriation for a Community Justice Specialist in the Community Justice Services department by \$32,000.
- 4) Decrease the appropriation for a Community Justice Counselor in the Community Justice Services department by \$39,000.
- 5) Increase the appropriation of professional services in the Municipal Court department by \$115,000.
- 6) Increase the appropriation of contractual services in the Municipal Court department by \$30,000.
- A) There is no change to the overall appropriation level in the General 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 appropriately fund essential testing, treatment, and FTA reduction programs, 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: 08/15/2022

Date Rec'd	8/3/2022
Clerk's File #	ORD C36253
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	HOWARD DELANEY 625-4450	Project #	
Contact E-Mail	HDELANEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0560 - SBO - COURT SPACE MAINTENANCE		

Agenda Wording

Special budget ordinance to utilize salary savings to complete maintenance to Municipal Court. Included is surface preparation and painting for four courtrooms, furniture for four courtrooms, and various maintenance.

Summary (Background)

Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and clerk counter furnishings since the inception of the Court in 2009. The courtrooms and furnishings associated therewith have become unacceptable and unprofessional, including dirty walls, degraded paint, and broken furniture. The current interlocal with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral	\$ 11,500	Budget Account	# 0560-13100-12500-54802-99999
Neutral	\$ 50,800		# 0560-13100-12500-53505-99999
Neutral	\$ (48,000)		# 0560-13100-12500-00120-99999
Neutral	\$ (14,300)		# 0560-13100-12500-52xxx (benefits)

Approvals

Dept Head	DELANEY, HOWARD
Division Director	LOGAN, MARY

Council Notifications

Study Session\Other	PSCH 7-11-2022
Council Sponsor	CP Beggs CM's Kinnear & Stratton

Finance

Legal

For the Mayor

BUSTOS, KIM

PICCOLO, MIKE

ORMSBY, MICHAEL

Distribution List

kbustos@spokanecity.org

jlargent@spokanecity.org

hdelaney@spokanecity.org

mdiamond@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

STRATTON, JESSICA

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court
Contact Name & Phone	Howard F. Delaney / 509-625-4400
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	B. Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>
Agenda Item Name	SBO – Physical Space Maintenance
Summary (Background)	<p>Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and clerk counter furnishings since the inception of the Court in 2009.</p> <p>During that time, our 4 courtrooms have not been painted and despite some “budget” furnishings having been purchased, no commercial grade upgrades to our furnishings have been made.</p> <p>The courtrooms and furnishings associated therewith have become unacceptable and unprofessional, including dirty walls, degraded paint, and broken furniture.</p> <p>The current interlocal with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting.</p> <p>We have obtained quotes from the County for surface preparation and painting of the 4 courtrooms. Based on the age of the quotes and the current rate of inflation and the fact the County Facilities is now charging for estimates, we believe the current cost of the project to be \$5,000.</p> <p>We have obtained an estimate from Contract Design Associates to upgrade the most critical elements of our courtroom furnishings, including counsel tables, counsel chairs, and the witness chair. The cost to upgrade the furniture package across all 4 courtrooms is \$18,900, including the cost of disposing of broken items.</p> <p>The electrical outlets in our courtrooms are not well positioned for the use of electronic devices by the attorneys for the City or the defendant. This produces random equipment malfunctions and creates trip hazards. Cost for County to correct \$1,500.</p> <p>The US and Washington State Flags that are necessary for the courtrooms have also degraded to the point of embarrassment. US flag aficionados have also pointed out our flag and pole sets are not appropriate. The total cost of replacement across the 4 courtrooms is \$2,900.</p> <p>Our Court Clerk’s office has similar space maintenance and furniture deficiencies as the courtrooms.</p> <p>The entire west wall of the office is windows. The blinds for those windows are more than 15 years old, do not function properly, and no longer screen the light out. This means clerks have reflections on their computer monitors, which makes it difficult to work, contributes to eye strain, and reduces productivity. The cost of replacement blinds and installation by County facilities is \$5,000.</p>

	<p>The current call center type configuration in the Court Clerk's Office has created social distancing/contamination issues during the course of the pandemic. Many of the employees also find the noise levels in the office distracting, due to the lack of sound blocks between the workstations. A practical solution to these issues has been suggested by the consultants from CDA. The cost is \$25,000, including installation.</p> <p>Finally, the high-rise chairs for our counter clerks have nearly all failed and pose a safety concern as well as a productivity impairment. Depending on stock availability at CDA, the replacement cost is \$4,000.</p> <p>SBO Courtroom Painting, Electrical, & Clerk's Blinds- \$11,500: From: Salary Savings – Various positions To: 0560-13100-12500-54802 Building Repairs/Maintenance Furnishings – Courtrooms and Clerk's Office - \$50,800: From: Salary Savings – Various positions To: 0560-13100-12500-53505 Office Furniture</p>
Proposed Council Action & Date:	Approve the SBO. July 25, 2022
<p>Fiscal Impact: Total Cost: <u>\$62,300</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</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>No data will be collected.</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>N/A.</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>Improves employee safety.</p>	

ORDINANCE NO C36253

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Decrease the appropriation for Court Clerk I positions in the Municipal Court department by \$62,300.
- 2) Increase the appropriation for office furniture (non-capital) by \$50,800.
- 3) Increase the appropriation for building repairs/maintenance by \$11,500.
- A) There is no change to the overall appropriation level in the General 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 refurbish, replace, and/or repair various Court spaces and furnishings, 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

**SPECIAL MEETING NOTICE OF THE
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE**

**A special meeting of the Public Safety & Community Health Committee
will be held on July 11, 2022, at 10:00 a.m.**


The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 a.m. on Monday, July 11, 2022**, in City Council Chambers, – Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. The Public Safety & Community Health Committee meeting is regularly held the 1st Monday of each month at 1:15 p.m. unless otherwise posted.

Members of the public who cannot attend in person can tune in to the meeting by viewing it live on CityCable5, at <https://my.spokanecity.org/citycable5/live>, or <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2495 697 3013.

See attached agenda


Breean Beggs
Council President


Laurie Farnsworth
Acting City Clerk

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Public Safety & Community Health Committee
Agenda for 10:00 a.m. Monday, July 11, 2022

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 a.m. on July 11, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call to Order

II. Approval of Minutes from June 6, 2022

III. Committee and Board Appointment Candidate Interviews

1. Appointment of Eric Iannelli to serve on WQTIF Neighborhood Project Advisory Committee through April 9, 2024.

IV. Reports/Updates (Briefing pages only, no discussion)

1. [Strategic Initiatives Update \(SPD\)](#)
2. [Photo Red Update \(SPD\)](#)
3. [Monthly Report \(OPO\)](#)

V. Discussion Items

1. Fire Department Update – Chief Schaeffer (5 minutes)
2. Discussion on Violent Crimes Taskforce & DV Unit Staffing – Chief Meidl (15 minutes)
3. [EAGL Gunshot Detection and Alerting System](#) – Shawna Ernst (10 minutes)
4. [Municipal Court SBO Discussion](#) – Howard Delaney (20 minutes)
5. [2023 Public Safety Vehicle SBO Discussion SPD & SFD](#) – CP Beggs (20 minutes)
6. [2022 Urban Camping Compliance Act](#) – CM Cathcart (10 minutes)
7. [Essential City Facilities Ordinance](#) – CP Beggs (5 minutes)

VI. Consent Items

1. [Special Counsel Contract Amendment re: Novak Matter](#) (City Legal)
2. [Department of Ecology Grant for Hazmat Team Equipment](#) (SFD)

3. [Infor CAD Software Contract Amendment](#) (SFD)
4. [ABM Contract Amendment](#) (SPD)
5. [ESO Solutions, Inc. Annual Subscription Fees for Software](#) (SFD/IT)
6. [Sole Source Contract Leasing of Defibrillators & Durable Medical Equipment](#) (SFD)
7. [Software Renewal for Cellebrite](#) (SPD)

VII. **Executive Session**

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. **Adjournment**

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. August 1, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

ORD C36254

Renews #**Submitting Dept**

MUNICIPAL COURT

Cross Ref #**Contact Name/Phone**

HOWARD DELANEY 625-4450

Project #**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0560 - SBO - PRETRIAL SERVICE UNIT - TRANSITION FROM PILOT PROJECT

Agenda Wording

Transition Pretrial Service Unit from pilot project employees to permanent full-time equivalent positions to retain staff and reduce inefficiencies caused by project staff turnover.

Summary (Background)

The Pretrial Services Unit was established as a pilot program under the City Council's request for a Pretrial Supported Release alternative in 2020. The City Council set aside \$250,000 to establish a pretrial services program. The program will be managed by two (2) Community Justice Counselor FTEs and one (1) Community Justice Specialist FTE.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$ \$47,694, including benefits (2022)

0690-16100-23300-09540

Neutral \$ \$18,838, including benefits (2022)

0690-16100-23300-00290

Neutral \$ -\$66,532 (2022)

1625-16100-23200-08500

Select \$

#

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

DELANEY, HOWARD

Study Session\Other

PSCH 7/11/2022

Division Director

LOGAN, MARY

Council Sponsor

CP Beggs CM's Kinnear & Stratton

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

hdelaney@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mdiamond@spokanecity.org

Additional Approvals

jlargent@spokanecity.org

Purchasing

kbustos@spokanecity.org

MANAGEMENT & BUDGET

WALLACE, TONYA

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court
Contact Name & Phone	Howard F. Delaney / 509-625-4400
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>
Agenda Item Name	SBO – Pretrial Service Unit – Transition from Pilot Project
Summary (Background)	<p>The Pretrial Services Unit was established as a pilot program under the City Council’s request for a Pretrial Supported Release alternative in 2020. The City Council set aside \$250,000 to establish a pretrial services program.</p> <p>Based upon the fact the program was to be a pilot and funding was limited, the Municipal Court judges met with CJS and developed the following eligibility criteria:</p> <ol style="list-style-type: none"> 1. The pilot, as a Supported Release Program, is only to be applied to those defendants arrested and booked into jail. 2. Eligible charges were determined to be DUI/Physical Control, all Domestic Violence related charges (excluding Malicious Mischief DV), and Assault. These charge types were selected based upon statistical analysis of cases primarily held on bond and posing the highest risk of harm to the community/victim. 3. Only cases with eligible charges, PSU screenings, and alternatives to Bond were eligible for PSU monitoring. <p>The goals established for the program design were straight forward:</p> <ol style="list-style-type: none"> (a) Reduce pretrial detention rates (b) Reduce recidivism (pre/post disposition) (c) Reduce FTA rates - Court Appearances (d) Reduce time to disposition (e) Reduce the use of monetary conditions (bail/bond) <p>The full impact of the pandemic fully set in during our original implementation window. Our in-custody populations plummeted, issuance of bench warrants was suspended, and staff shortages made intensive staffing programs very difficult.</p> <p>By July of 2021, it became apparent the pandemic was relaxing its grip on our region and the decision was made to move forward with program implementation.</p> <p>After obtaining administrative approval for onboarding various project staff positions, as well as running an unsuccessful IRFP for the community navigator component of the program, the PSU unit was initiated with internal navigation services in November of 2021.</p> <p>As of May 15, 2022, the PSU pilot program has operated for 6 months and the results are very promising. As of that date, the PSU program has screened 431 defendants with an additional 162 defendants with qualifying charges not being screened for several reasons (jail lockdown, no bail holds, lack of resources). Data are currently being reviewed to compare against similar timeframes and conditions in</p>

	<p>2016, 2017, 2018, and 2019. Attached is a first run of data; however, we are currently evaluating the data to refine accuracy and outcome measurements.</p> <p>We have lost some of the program's project employees, which due to the challenging job market we have been unable to rehire and have lost to full time positions elsewhere. The lack of staffing has caused challenges in keeping the program operating at maximum efficiency. Given the effectiveness of the pilot thus far, we are seeking to have the program extended, using full time employees instead of project positions in order to allow us to recruit staff, continue the program's initial successes, and fully demonstrate the cost effectiveness of the PSU unit.</p> <p>SBO Current Project Personnel to FTEs</p> <p>Community Justice Counselor (CJC) Project #1 : Total \$ 41,600 From: Allocated Funds Public Safety Funds from Personnel Fund 1625 To: New Position – Community Justice Counsellor FTE</p> <p>Community Justice Counselor (CJC) Project #2 (Vacant): Total \$ 38,350 From: Allocated Funds Public Safety Funds from Personnel Fund 1625 To: New Position – Community Justice Counsellor FTE</p> <p>Community Justice Specialist (CJS) Project #1): Total \$ \$31,900 From: Allocated Funds Public Safety Funds from Personnel Fund 1625 To: New Position – Community Justice Specialist FTE</p>
Proposed Council Action & Date:	<p>Approve the SBO, including creating the related Community Justice Counselor and Community Justice Specialist FTE positions.</p> <p>July 25, 2022</p>
<p>Fiscal Impact: Total Cost: _\$111,850</p> <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 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.) N/A</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Although the conversion of these project positions to full time employees will have no direct impact in and of itself, one of the goals of this SBO is to promote the hiring and retention of personnel qualified to provide analysis of how CJS programs positively or negatively impact this population.</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>Data points related to the demography of those under supervision in all CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year</p>	

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

Data points on all CJS programs are continually collected and analyzed to monitor the effectiveness of all CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.

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 changes to the Community Justice Services department and the resulting modifications to departmental operations is a critical element of the City’s criminal justice reform efforts.

Community Justice Services - Pretrial Services Unit - 180 Day Pilot Review					
	Baseline Cases	Baseline Result	PSU Cases	PSU Result	Outcome
Pretrial Detention Rates	1,487	Average time defendants are held in-custody was 5.93 days days with a total time average of 14.60 days.	431	Average time defendants are held in-custody was 4.95 days days with a total time average of 5.42 days.	Detention rates are defined as the total number of days a defendant is booked into jail and held during a predisposition status. The rate also includes the average number of days per case a defendant is held in-custody.
FTA Rates	1,487	Predisposition FTA rate of total Predisposition Hearings was 6.789%	431	Predisposition FTA rate of total Predisposition Hearings was 4.69%	Failure to Appear rates are a significant component of jail rates/costs as well as issuance of bond at first appearance. The reduction of FTA's reduces warrant issuance, warrant recall hearings, jail bookings, detention rates, and justice system costs.
Monetary Conditions	1,487	OR Rate of 45.80%, Bond Rate of 54.14%, Average Bond Amount \$1,749.27.	431	OR Rate of 72.98%, Bond Rate of 26.02%, Average Bond Amount \$1,554.35.	PSU recommends release 27.98% higher then the baseline period, or 1.6X the baseline reporting period. PSU recommends the use of Bond nearly 50% less then the reporting period.
Time to Disposition	1,487	Average time to disposition from the Case Filed Date was 263.71 days	431	Average time to disposition from the Case Filed Date is 55.05 days	Time to Disposition is an overall calculation of the time a case is filed with the Court to the date of case disposition (dismissal, diversion, sentence, etc.). The PSU results are not complete calculations due the infancy of the Pilot.
Recidivism	TBD	City ITCMS is currently evaluating 2010 - 2022 data obtained from Washington State Administrative Office of the Court compiling all Courts of Limited Jurisdiction and Superior Court convictions to calculate Recidivism.	431	City ITCMS is currently evaluating 2010 - 2022 data obtained from Washington State Administrative Office of the Court compiling all Courts of Limited Jurisdiction and Superior Court convictions to calculate Recidivism.	Recidivism measures require three characteristics: 1. a starting event, such as release from jail. In this review we have started with the first Municipal Court conviction. 2. a measure of failure following the starting event, such as subsequent arrest, conviction, or return to jail. In this review we are using the measure of new conviction. 3. an observation or follow-up period that generally extends from the date of the starting event (conviction) to a predefined end date (ie. 1 - 5 years).
Baseline Period 1/1/2016 - 1/1/2019					
PSU Period 11/15/2021 - 5/15/2022					
Cases were defined as PSU eligible offenses: DUI/Physical Control, Domestic Violence Related Offenses (excluding Malicious Mischief), and Assault.					

ORDINANCE NO C36254

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 Public Safety Personnel Fund & the General 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 Public Safety Personnel Fund, and the budget annexed thereto with reference to the Public Safety Personnel Fund, the following changes be made:

- 1) Delete two project Community Justice Counselors (from 2 to 0) and decrease the associated appropriation for salary and benefits by \$47,694.
- 2) Delete one project Community Justice Specialist (from 1 to 0) and decrease the associated appropriation for salary and benefits by \$18,838.
- 3) Increase the appropriation for an operating transfer-out by \$66,532.
- (A) There is no change to the overall appropriation level in the Public Safety Personnel Fund.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Increase revenue for an operating transfer-in in the Community Justice Services department by \$66,532.
- 2) Add two classified Community Justice Counselor FTE positions (from 10 to 12) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$47,694.
- 3) Add one classified Community Justice Specialist FTE positions (from 2 to 3) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$18,838.
- A) This is an increase to the overall appropriation level in the General Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create two Community Justice Counselor positions and one Community Justice Specialist position to formalize the Pretrial Services Unit, 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:
08/15/2022

Date Rec'd	7/26/2022
Clerk's File #	RES 2022-0073
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ZACK ZAPPONE X6256
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - ADU REPORT RESOLUTION

Agenda Wording

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Unit (ADU) usage.

Summary (Background)

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Units (ADU) usage. This report will include: the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	7/25 PIES Committee
<u>Division Director</u>		<u>Council Sponsor</u>	Zappone, Stratton, Wilkerson
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jgunn@spokanecity.org	
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone (6256)
Contact Email	zzappone@spokanecity.org
Council Sponsor(s)	CM Stratton, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	ADU Report Resolution
Summary (Background)	<p>A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report (for 3 years) of Accessory Dwelling Units (ADU) usage.</p> <p>This report will include: the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.</p>
Proposed Council Action & Date:	Vote for approval August 15 th , 2022
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? 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? The purpose of this resolution is to collect data to better understand whether the ordinance and the subsequent amendments were effective in creating more housing options in Spokane.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION NO. 2022-0073

A Resolution requiring the City of Spokane's Planning Department to publish and present an annual report of Accessory Dwelling Units (ADU) usage

WHEREAS, Mayor Nadine Woodward proclaimed a housing emergency in Spokane on July 26th, 2021, and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, with the goal of increasing housing options, the City of Spokane passed Ordinance C36225 which amends Spokane Municipal Code (SMC) Sections 17C.110.200, 17C.110.225, 17C.300.100, 17C.300.110, 17C.300.120, 17C.300.130, and 17C.300.140; and

WHEREAS, these amendments propose changes to increase flexibility for accessory dwelling units; remove lot size transitions; and modify and streamline short plat notification; and

WHEREAS, with the goal of understanding the effectiveness of these changes, the City of Spokane should publish and present data on ADU usage for the next 3 years; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council moves to require an annual ADU report to include the number of ADUs, where they are located, the size, and whether the main structure is owner occupied.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/15/2022

Date Rec'd	7/28/2022
Clerk's File #	RES 2022-0074
Renews #	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	MIKE PICCOLO X6237	Project #	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0620 RESOLUTION APPOINTING RICHARD HUGHES TO SOLID WASTE COLLECTION MANAGER		

Agenda Wording

Resolution appointing Richard Hughes to Solid Waste Collection Manager

Summary (Background)

Resolution appointing Richard Hughes to Solid Waste Collection Manager

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	PIES 07/25/2022
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CM Stratton & CM Bingle
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	rcouch@sokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	jquick@spokanecity.org	
<u>Additional Approvals</u>		jlargent@spokanecity.org	
<u>Purchasing</u>			

Committee Agenda Sheet

PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY

Submitting Department	Human Resources
Contact Name & Phone	Ryan Couch, Human Resources Analyst x6912
Contact Email	rcouch@spokanecity.org
Council Sponsor(s)	Solid Waste Collection (Richard Hughes) – Council Member Stratton and Council Member Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 mins
Agenda Item Name	Council Confirmation of Mayoral Appointee – Solid Waste Collection Manager
Summary (Background)	<p>All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03.01A.195.</p> <ul style="list-style-type: none"> <u>Appointment of Richard Hughes to Solid Waste Collection Manager</u> – The Solid Waste Collection Manager recruitment opened on February 22nd, 2022 and closed on March 31st, 2022. 29 applications were received; 15 applicants did not meet the minimum qualifications; 14 applicants passed only the minimum screening; 8 applicants were selected to participate in the first round of interviews. 2 candidates were selected for and participated in the second round of interviews. Mr. Hughes has been a City employee for 28 years as a Refuse District Supervisor. <p>Richrd hughes was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Solid Waste Collection Manager.</p>
Proposed Council Action & Date:	Confirm the Appointment of Richard Hughes as the Solid Waste Collection Manager.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

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

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

RESOLUTION 2022 - 0074

A resolution approving the appointment of Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Richard Hughes as the Solid Waste Collection Manager for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/15/2022

Date Rec'd

8/3/2022

Clerk's File #

RES 2022-0075

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWNSPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**4700 – STREET VACATION OF THE ALLEY BETWEEN EVERETT AVE AND
VACATED SANSON**Agenda Wording**

Resolution setting hearing before the City Council for September 19, 2022 for the vacation of the alley between Everett Ave and vacated Sanson Ave, from Julia St to Myrtle St, as requested by Camtek Inc.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Neutral \$

#

Neutral \$

#

Neutral \$

#

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

MACDONALD, STEVEN

Study Session\Other

7/25/22 PIES Committee

Division Director

PALMQUIST, TAMI

Council Sponsor

Bingle, Cathcart

Finance

ORLOB, KIMBERLY

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Additional Approvals

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Purchasing

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rwaller@spokanecity.org

R E S O L U T I O N 2022-0075

WHEREAS, on May 23, 2022, the Spokane City Council received a petition for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street , in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on September 19, 2022, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2022.

City Clerk


Approved as to form:

Assistant City Attorney



Right-of-way Description:
Alley between vacated Sanson Ave and
Everett Ave, from Julia to Myrtle

Legend

 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.




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

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Project #**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 \$

Budget Account

#

#

#

#

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
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rbenzie@spokanecity.org

jchurchill@spokanecity.org

Adopted by Spokane City
Council on: 07/25/2022

DocuSigned by:

CC56CBA4DCC84D6...
City Clerk

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 RevenueChapter 08.15 Multiple-family Housing Property Tax ExemptionSection 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

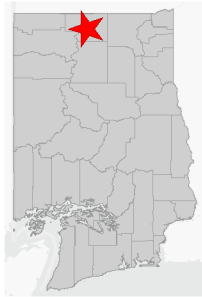
NMTC Qualified?

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.

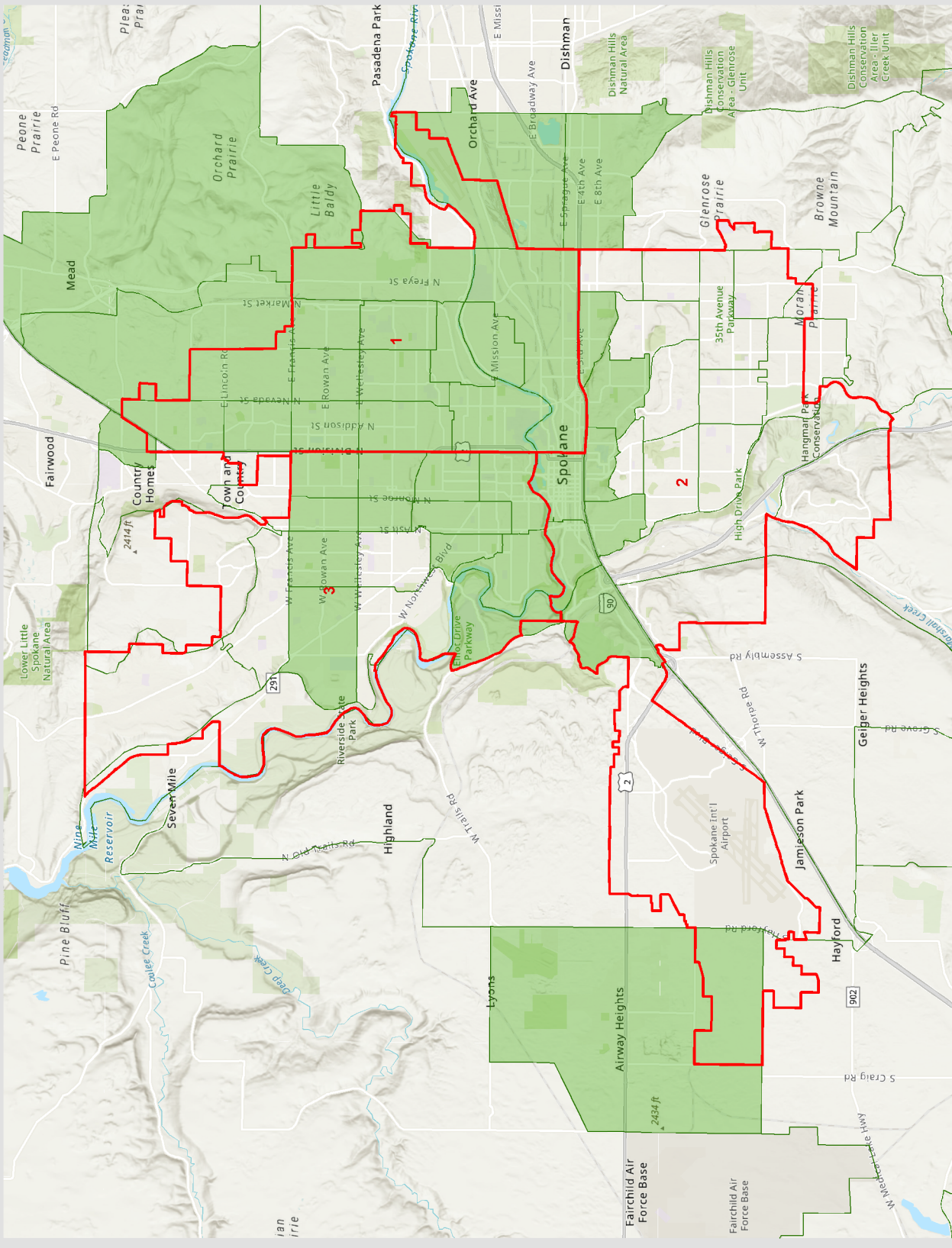
At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects\Current\NMTC\Lower\NMTC_Lower.aprx

Esri, NASA, USGS, FEMA, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, City of Spokane, Spokane County, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA



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 July 25th, 2022.

DocuSigned by:

Breann Beggs

Council President

Attest:

Approved as to form:

DocuSigned by:

Lynn K. Hester

City Clerk

DocuSigned by:

Michael J. Picolo

Assistant City Attorney

DocuSigned by:

Valerie Stoduard

Mayor

7/28/2022

Date

7/28/2022

Effective Date

DS



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

08/01/2022

Date Rec'd

7/21/2022

Clerk's File #

ORD C36243

Renews #**Cross Ref #**

RES 2022-0068

Submitting DeptPLANNING & ECONOMIC
DEVELOPMENT**Contact Name/Phone**

TERI STRIPES X6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - MULTI-FAMILY TAX EXEMPTION ORDINANCE AMENDING SMC 8.15

Agenda Wording

Ordinance relating to multiple family housing property tax exemption; 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.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program, designate 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**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BLACK, TIRRELL

Study Session\Other

UE 7/11/2022

Division Director

MACDONALD, STEVEN

Council SponsorCMs Beggs, Bingle, &
Zappone**Finance**

ORLOB, KIMBERLY

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For the Mayor

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Additional Approvals

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Purchasing

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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

ORDINANCE NO. C - 36243

An ordinance relating to multiple family housing property tax exemption; 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.

WHEREAS, the Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session amending numerous sections of Chapter 84.14 RCW regarding new and rehabilitated multiple-unit dwellings in urban centers; and

WHEREAS, this ordinance amends various provisions of Chapter 8.15 SMC regarding multiple-family housing property tax exemption (MFTE) in order to incorporate and comply with the changes to the Chapter 84.14 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 8.02.0695 is amended to read as follows:

8.02.0695 Multifamily Housing Property Tax Incentive Program

- A. For an application to receive a conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: a fee of ~~((three hundred fifty))~~ one thousand dollars per parcel has to be paid in full at the time of application.
- B. For an application to extend the conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: one thousand dollars per parcel has to be paid in full at the time of application.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((One thousand fifty))~~ Two thousand dollars per parcel dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office and has to be paid in full at the time of application.
- D. To convert a Final Certificate of Tax Exemption from a twelve year certificate to an eight year certificate of tax exemption a fee of five hundred dollars per parcel has to be paid in full at the time of request, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

Section 2. That SMC 8.15.020 is amended to read as follows:

8.15.020 Definitions

As used in this chapter:

- A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.
 - 1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;
- ~~((E. "high cost area" means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;))~~~~((F)).~~
E. "household" means a single person, family or unrelated persons living together;
- ~~((G))~~ F. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
 - ~~((1. For cities located in high cost areas, "low-income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located;))~~
- ~~((H))~~ G. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
 - ~~((1. For cities located in high cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but~~

~~at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;))~~

((I)) H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, ~~((or))~~ motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;

((J)) I. "owner" means the property owner of record;

((K)) J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy ~~((for a period of at least one month))~~ on a nontransient basis.

1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.

~~((4))~~2. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations ~~((;))~~.

((L)) K. "rehabilitation improvements" means modifications to an existing:

1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

((M)) L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

((N)) M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

((O)) P. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

3. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
4. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
5. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 3. That SMC 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 1. The residential targeted area is within an urban center.
 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;

2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. ~~((The following area, as shown in Attachment A, is designated as a residential targeted area under this chapter:~~
- ~~1. Spokane's MFTE.))~~
- The City of Spokane in its urban area has designated two residential target areas:
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
- These two residential target areas are shown in Attachment A.
- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RSF, RTE, RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. ~~((The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.))~~

Section 4. That SMC 8.15.040 is amended to read as follows:

8.15.040 Project Eligibility

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.
- D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

- 1. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 5. That SMC 8.15.050 is amended to read as follows:

8.15.050 Application Procedure – Fee

- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
- B. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
- C. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
- D. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- E. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes, including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D.
- F. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.
- G. The director shall notify the applicant within thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- H. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- I. The application shall be submitted any time before an application for a building or other housing related improvements or construction permits. ~~((However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.))~~

Section 6. That SMC 8.15.060 is amended to read as follows:

8.15.060 Application Review – Issuance of Conditional ((Certificate)) Agreement-Denial – Appeal

- A. The director may approve the application for a conditional agreement if they find that:
1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D;
 - ~~((2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;))~~
 - ~~((3.))~~2. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
 - ~~((4.))~~3. the owner has complied with all standards and guidelines adopted by the City under this chapter; and
 - ~~((5.))~~4. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional ~~((contract))~~ agreement with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
 2. The city council's approval of the applicant's conditional ~~((contract))~~ agreement with the City shall take place within sixty days of the director's approval of the completed application.
 3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional ~~((certificate of acceptance of tax exemption))~~ agreement.
 4. The conditional ~~((certificate))~~ agreement shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.
- D. An applicant may appeal the director's denial of the application to the ~~((city council))~~ hearing examiner within thirty days of receipt of the denial.
1. The appeal before the ~~((city council))~~ hearing examiner will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.

2. The ~~((city council's))~~ hearing examiner's decision on appeal is final.

Section 7. That SMC 8.15.070 is amended to read as follows:

8.15.070 Extension of Conditional ~~((Certificate))~~ Agreement

The conditional ~~((certificate))~~ agreement may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant shall submit a written request stating the grounds for the extension together with the appropriate fee as set forth in SMC 8.02.0695 for the City's administrative cost to process the request. The director may grant an extension if the director determines that:

- A. the anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner; and
- B. the owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
- C. all the conditions of the ~~((original contract))~~ conditional agreement between the applicant and the City will be satisfied upon completion of the project.

Section 8. That SMC 8.15.080 is amended to read as follows:

8.15.080 Final Certificate – Application – Issuance – Denial and Appeal

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:
 1. a statement of the amount of rehabilitation or construction expenditures by unit made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;
 2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
 3. if applicable, a statement that the project meets the affordable housing requirements with the rent and income documentation as described in SMC 8.15.090; and

4. a statement that the work was completed within the required three years of the issuance of the conditional ~~((certificate of tax exemption))~~ agreement.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC
- C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
- D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
- E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
- F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.
- G. If the director determines that the project has been completed in accordance with the ~~((contract))~~ conditional agreement between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within sixty days.

Section 9. That SMC 8.15.090 is amended to read as follows:

8.15.090 Exemption – Duration - Limits

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
 1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter the value is exempt for:
 - a. within the Spokane Targeted Investment Area eight successive years beginning January 1st of the year immediately following the

calendar year of the recording of the Final certificate with Spokane County Assessor; ((or))

- i. Student housing and congregate living housing can only qualify for the eight-year tax exemption;
- b. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twelve successive years beginning January 1st of the year immediately following the calendar year of the recording of the ((F)) final certificate of tax exemption with Spokane County Assessor;
- c. For the property to qualify for the twelve-year exemption, the applicant must provide units as affordable by meeting or exceeding the following requirements: ((commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households)).
 - i. For projects of 4-11 new housing units the applicant must commit to renting or selling at least twenty-five percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - ii. For projects of 12 or more new housing units the applicant must commit to renting or selling at least thirty percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - (((i)))iii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty-five percent of the units to be affordable under this subsection may be satisfied solely through housing affordable to moderate-income households;((-))
 - iv. Properties within the Affordable Housing Emphasis Area are not eligible to convert the final certificate of tax exemption to an eight year market rate certificate of tax exemption.
- d. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twenty successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor;

- i. For the property to qualify for the twenty year exemption under this section, at least twenty-five percent of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining seventy-five percent of units may be rented or sold at market rates;
 - ii. Permanently affordable homeownership units must be sold to low income households earning no more than 80 percent of the area median income.
- B. The exemption does not apply to the value of land, commercial uses, or non-permanent housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to ~~((submission of the completed application required under this chapter))~~ the exemption beginning.
- C. Units within the 12-yr and 20-yr programs that are set side for low and moderate income household must:
 1. be dispersed throughout the building and distributed proportionally among the buildings;
 3. not be clustered in certain sections of the building or stacked;
 4. be comparable to market-rate units in terms of unit size and leasing terms;
 5. be comparable to market-rate units in terms of functionality and building amenities and access.
- D. At the end of both the tenth and eleventh years for twelve-year exemptions, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in SMC 8.15.090.
 1. Except as provided in subsection SMC 8.15.090 D.2 below, for any twelve-year exemption authorized pursuant to SMC 8.15.090 after July 25, 2021, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.

- (2) If affordability requirements consistent, at a minimum, with those required for twelve-year exemptions, remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.
- (3) No new exemptions may be provided under this section beginning on or after January 1, 2032.

Section 10. That SMC 8.15.100 is amended to read as follows:

8.15.100 Annual Certification and Affordability Certification

- A. Within ~~((thirty days of the anniversary of the date the final certificate of))~~ thirteen (13) months of the tax exemption ((was recorded at the County)) beginning and each year thereafter on February 1, 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, use of the property/unit, income and rents for qualifying 12-year and 20-year 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, rent and utility cost, 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 required annual reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes, rents, and utility costs 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 report and declaration may result in cancellation of the tax exemption.

Section 11. That SMC 8.15.110 is amended to read as follows:

8.15.110 Cancellation of Tax Exemption – Appeal

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.
- B. In the case of multi-family housing units rented as affordable housing, ~~((twenty percent of))~~ qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) ((of the units)) must be available to be rented to qualified low and moderate-income tenants at all times during the entire ~~((twelve-year))~~ exemption period. While ~~((an individual tenant's))~~ household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
- C. If after the issuance of a final ~~((tax))~~ certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the ~~((twenty))~~ percentage requirements, the ~~((extended twelve-year tax))~~ exemption period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area ((and the tax exemption period)) shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.
- D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the ~~((twenty percent))~~ affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the remain term is less than eight years, unless the remaining term would exceed eight years.

- E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
 - 1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
- F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.
 - 1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
 - 2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
 - 3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
 - 4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.
- G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.
- H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.
- I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 12. That SMC 8.15.120 is amended to read as follows:

8.15.120 ~~((2017-2018))~~ 2022 SMC Amendments and Expiration of Program

With the ~~((2017))~~ 2022 amendments to the program, staff will work with applicants who have previously approved conditional ~~((contracts))~~ agreements, who have not applied for a final certificate of exemption. ~~((Both eight and twelve year))~~ Conditional agreement

~~((contracted))~~ projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

~~((The program established by this chapter shall expire December 31, 2028, unless repealed or extended by the city council by ordinance.))~~ Pursuant to RCW 84.14.020(9), no new exemptions may be provided under Chapter 84.14 RCW beginning on or after January 1, 2032. No extensions may be granted under RCW 84.14.020 (6) on or after January 1, 2046. Upon expiration, no further applications for a conditional ~~((certificate of tax exemption))~~ agreement shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional ~~((certificate))~~ agreement, extension of conditional ~~((certificate))~~ agreement, and final certificate of tax exemption shall be processed as provided in this chapter.

Section 13. That SMC 8.15.140 is amended to read as follows:

8.15.140 Project Parking Requirements

- A. Projects for which ~~((an MFTE))~~ conditional application has been approved pursuant to SMC 08.15.060 are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C - 36243

An ordinance relating to multiple family housing property tax exemption; 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.

WHEREAS, the Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session amending numerous sections of Chapter 84.14 RCW regarding new and rehabilitated multiple-unit dwellings in urban centers; and

WHEREAS, this ordinance amends various provisions of Chapter 8.15 SMC regarding multiple-family housing property tax exemption (MFTE) in order to incorporate and comply with the changes to the Chapter 84.14 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 8.02.0695 is amended to read as follows:

8.02.0695 Multifamily Housing Property Tax Incentive Program

- A. For an application to receive a conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: a fee of ~~((three hundred fifty))~~ one thousand dollars per parcel has to be paid in full at the time of application.
- B. For an application to extend the conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: one thousand dollars per parcel has to be paid in full at the time of application.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((One thousand fifty))~~ Two thousand dollars per parcel dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office and has to be paid in full at the time of application.
- D. To convert a Final Certificate of Tax Exemption from a twelve year certificate to an eight year certificate of tax exemption a fee of five hundred dollars per parcel has to be paid in full at the time of request, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

Section 2. That SMC 8.15.020 is amended to read as follows:

8.15.020 Definitions

As used in this chapter:

- A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.
 - 1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;

~~((E. "high cost area" means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;))~~
((F)). E. "household" means a single person, family or unrelated persons living together;

~~((G))~~ F. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.

~~((1. For cities located in high cost areas, "low income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located:))~~

~~((H))~~ G. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.

~~((1. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;))~~

((I)) H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, ~~((or))~~ motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;

((J)) I. "owner" means the property owner of record;

~~((K))~~ J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy ~~((for a period of at least one month))~~ on a nontransient basis.

1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.

~~((4))~~ 2. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations ~~((;))~~.

~~((L))~~ K. "rehabilitation improvements" means modifications to an existing:

1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

~~((M))~~ L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

~~((N))~~ M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

((θ)) P. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

3. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
4. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
5. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 3. That SMC 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:

1. The residential targeted area is within an urban center.
2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.

B. In designating a residential targeted area, the council may also consider other factors, including whether:

1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. ~~((The following area, as shown in Attachment A, is designated as a residential targeted area under this chapter:~~

~~1. Spokane's MFTE.))~~

The City of Spokane in its urban area has designated two residential target areas:

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

These two residential target areas are shown in Attachment A.

- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RSF, RTF, RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. ~~((The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.))~~

Section 4. That SMC 8.15.040 is amended to read as follows:

8.15.040 Project Eligibility

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.
- D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

- 1. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 5. That SMC 8.15.050 is amended to read as follows:

8.15.050 Application Procedure – Fee

- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
- B. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
- C. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
- D. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- E. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes, including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D.
- F. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.
- G. The director shall notify the applicant within thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- H. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- I. The application shall be submitted any time before an application for a building or other housing related improvements or construction permits. ~~((However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.))~~

Section 6. That SMC 8.15.060 is amended to read as follows:

8.15.060 Application Review – Issuance of Conditional ~~((Certificate))~~ Agreement-Denial – Appeal

- A. The director may approve the application for a conditional agreement if they find that:
1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D;
 - ~~((2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;))~~
 - ~~((3.))~~2. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
 - ~~((4.))~~3. the owner has complied with all standards and guidelines adopted by the City under this chapter; and
 - ~~((5.))~~4. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional ~~((contract))~~ agreement with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
 2. The city council's approval of the applicant's conditional ~~((contract))~~ agreement with the City shall take place within sixty days of the director's approval of the completed application.
 3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional ~~((certificate of acceptance of tax exemption))~~ agreement.
 4. The conditional ~~((certificate))~~ agreement shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.

- D. An applicant may appeal the director's denial of the application to the ~~((city council))~~ hearing examiner within thirty days of receipt of the denial.
1. The appeal before the ~~((city council))~~ hearing examiner will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.
 2. The ~~((city council's))~~ hearing examiner's decision on appeal is final.

Section 7. That SMC 8.15.070 is amended to read as follows:

8.15.070 Extension of Conditional ~~((Certificate))~~ Agreement

The conditional ~~((certificate))~~ agreement may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant shall submit a written request stating the grounds for the extension together with the appropriate fee as set forth in SMC 8.02.0695 for the City's administrative cost to process the request. The director may grant an extension if the director determines that:

- A. the anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner; and
- B. the owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
- C. all the conditions of the ~~((original contract))~~ conditional agreement between the applicant and the City will be satisfied upon completion of the project.

Section 8. That SMC 8.15.080 is amended to read as follows:

8.15.080 Final Certificate – Application – Issuance – Denial and Appeal

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:
 1. a statement of the amount of rehabilitation or construction expenditures by unit made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;

2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
 3. if applicable, a statement that the project meets the affordable housing requirements with the rent and income documentation as described in SMC 8.15.090; and
 4. a statement that the work was completed within the required three years of the issuance of the conditional ~~((certificate of tax exemption))~~ agreement.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC
 - C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
 - D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
 - E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
 - F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.
 - G. If the director determines that the project has been completed in accordance with the ~~((contract))~~ conditional agreement between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within sixty days.

Section 9. That SMC 8.15.090 is amended to read as follows:

8.15.090 Exemption – Duration - Limits

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter the value is exempt for:
 - a. within the Spokane Targeted Investment Area eight successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor; ((or))
 - i. Student housing and congregate living housing can only qualify for the eight-year tax exemption;
 - b. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twelve successive years beginning January 1st of the year immediately following the calendar year of the recording of the ((F)) final certificate of tax exemption with Spokane County Assessor;
 - c. For the property to qualify for the twelve-year exemption, the applicant must provide units as affordable by meeting or exceeding the following requirements: ((commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households)).
 - i. For projects of 4-11 new housing units the applicant must commit to renting or selling at least twenty-five percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - ii. For projects of 12 or more new housing units the applicant must commit to renting or selling at least thirty percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - iii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty percent of the units to be affordable under this subsection may be

satisfied solely through housing affordable to moderate-income households;((-))

iv. Properties within the Affordable Housing Emphasis Area are not eligible to convert the final certificate of tax exemption to an eight year market rate certificate of tax exemption.

d. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twenty successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor;

i. For the property to qualify for the twenty year exemption under this section, at least twenty-five percent of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining seventy-five percent of units may be rented or sold at market rates;

ii. Permanently affordable homeownership units must be sold to low income households earning no more than 80 percent of the area median income.

B. The exemption does not apply to the value of land, commercial uses, or non-permanent housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to ~~((submission of the completed application required under this chapter))~~ the exemption beginning.

C. Units within the 12-yr and 20-yr programs that are set side for low and moderate income household must:

1. be dispersed throughout the building and distributed proportionally among the buildings;
3. not be clustered in certain sections of the building or stacked;
4. be comparable to market-rate units in terms of unit size and leasing terms;
5. be comparable to market-rate units in terms of functionality and building amenities and access.

D. At the end of both the tenth and eleventh years for twelve-year exemptions, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in SMC 8.15.090.

1. Except as provided in subsection SMC 8.15.090 D.2 below, for any twelve-year exemption authorized pursuant to SMC 8.15.090 after July 25, 2021, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.
- (2) If affordability requirements consistent, at a minimum, with those required for twelve-year exemptions, remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.
- (3) No new exemptions may be provided under this section beginning on or after January 1, 2032.

Section 10. That SMC 8.15.100 is amended to read as follows:

8.15.100 Annual Certification and Affordability Certification

- A. Within ~~((thirty days of the anniversary of the date the final certificate of))~~ thirteen (13) months of the tax exemption ((was recorded at the County)) beginning and each year thereafter on February 1, 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, use of the property/unit, income and rents for qualifying 12-year and 20-year 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, rent and utility cost, 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 required annual reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes, rents, and utility costs 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 report and declaration may result in cancellation of the tax exemption.

Section 11. That SMC 8.15.110 is amended to read as follows:

8.15.110 Cancellation of Tax Exemption – Appeal

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.
- B. In the case of multi-family housing units rented as affordable housing, ~~((twenty percent of))~~ qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) ((of the units)) must be available to be rented to qualified low and moderate-income tenants at all times during the entire ~~((twelve-year))~~ exemption period. While ~~((an individual tenant's))~~ household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
- C. If after the issuance of a final ~~((tax))~~ certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the ~~((twenty))~~ percentage requirements, the ~~((extended twelve-year tax))~~ exemption

period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area ((and the tax exemption period)) shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

- D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the ~~((twenty percent))~~ affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the remain term is less than eight years, unless the remaining term would exceed eight years.
- E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
- F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.
1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
 2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
 3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
 4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.
- G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent

owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

- H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.
- I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 12. That SMC 8.15.120 is amended to read as follows:

8.15.120 ((2017-2018)) 2022 SMC Amendments and Expiration of Program

With the ((2017)) 2022 amendments to the program, staff will work with applicants who have previously approved conditional ((contracts)) agreements, who have not applied for a final certificate of exemption. ((Both eight and twelve year)) Conditional agreement ((contracted)) projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

~~((The program established by this chapter shall expire December 31, 2028, unless repealed or extended by the city council by ordinance.))~~ Pursuant to RCW 84.14.020(9), no new exemptions may be provided under Chapter 84.14 RCW beginning on or after January 1, 2032. No extensions may be granted under RCW 84.14.020 (6) on or after January 1, 2046. Upon expiration, no further applications for a conditional ((certificate of tax exemption)) agreement shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional ((certificate)) agreement, extension of conditional ((certificate)) agreement, and final certificate of tax exemption shall be processed as provided in this chapter.

Section 13. That SMC 8.15.140 is amended to read as follows:

8.15.140 Project Parking Requirements

- A. Projects for which ((an MFE)) conditional application has been approved pursuant to SMC 08.15.060 are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

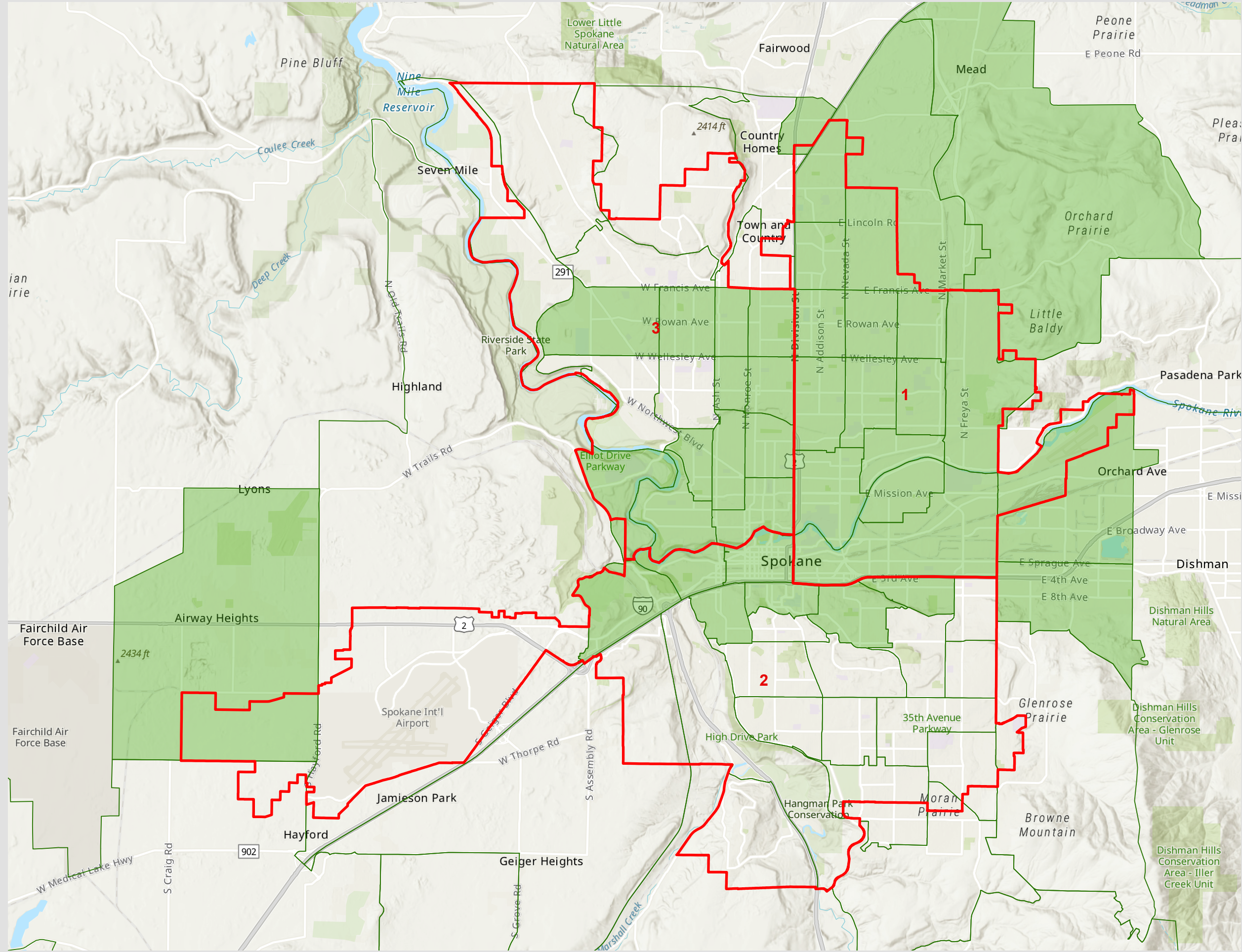
City Clerk

Assistant City Attorney


Mayor

Date


Effective Date




Spokane Targeted Investment Area

 City Council District

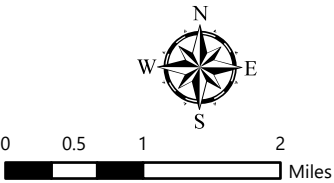
NMTC Qualified?

 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