

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. 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 December 4, 2023, 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 December 4, 2023:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2497 169 2621; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, December 4, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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 public testimony on legislative items (two minutes for open forum)!**

**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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

**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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 4, 2023

### **MISSION STATEMENT**

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.**

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER PAUL DILLON**

**VACANT POSITION – DISTRICT 2**

**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 December 4, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

**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 at the public microphone shall verbally identify themselves by their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

**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)**

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# **EXECUTIVE SESSION**

(Closed Session of Council)

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

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# **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 Changes to the City Council Agenda)



# **NO BOARDS AND COMMISSIONS APPOINTMENTS**

## **ADMINISTRATIVE REPORTS**

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### **OPEN FORUM**

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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.

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## **CONSENT AGENDA**

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

### **RECOMMENDATION**

- |  |         |                              |
|--|---------|------------------------------|
| 1. Amendment to Five-year Value Blanket with Pomp’s Tire Service (Spokane) changing them to the primary source for the purchase of miscellaneous tires for City vehicles utilizing Washington State Contract No. 0519—additional \$500,000. (Council Sponsor: Council President Wilkerson)                                       | Approve | OPR 2022-0902                |
| 2. Value Blanket Renewal 4 of 4 with Atlas Copco Rentals, LLC (Arlington, WA) for as-needed compressor rentals at the Waste to Energy Facility from January 1, 2024, through December 31, 2024—total cost not to exceed \$135,000 (incl. tax). (Council Sponsor: Council President Wilkerson and Council Member Bingle)          | Approve | OPR 2019-0881<br>RFQ 5119-18 |
| 3. Value Blanket Renewal 2 of 4 with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for the Waste to Energy Facility from January 1, 2024, through December 31, 2024—annual cost not to exceed \$105,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Bingle) | Approve | OPR 2022-0007<br>RFQ 5541-21 |

- |   |                        |   |
|---|------------------------|---|
| <p>4. Revenue Contract Renewal/Amendment 4 of 4 with American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility's metals ash and scrap metal from January 1, 2024, through December 31, 2024—anticipated revenue approximately \$300,000. (Council Sponsors: Council President Wilkerson and Council Member Bingle)</p>   | <p>Approve</p>         | <p>OPR 2019-1093<br/>RFP 5176-19</p>  |
| <p>5. Contract Renewals 4 of 4 with WEMCO, Inc. (Spokane) for the following services at the Waste to Energy Facility from January 1, 2024, through December 31, 2024:</p> <p>a. Crane, hoist, trolley and lifeline preventative maintenance and inspections—not to exceed \$60,000 (incl. tax).</p> <p>b. Bridge crane maintenance and inspections—not to exceed \$100,000 (incl. tax).<br/>(Council Sponsors: Council President Wilkerson and Council Member Bingle)</p> | <p>Approve<br/>All</p> | <p>OPR 2019-0959<br/>PW ITB 5101-19</p> <p>OPR 2019-0960<br/>PW ITB 5105-19</p> |
| <p>6. Contract Renewal 1 of 4 with Deeco, Inc. (Raleigh, NC) for air emissions compliance testing at the Waste to Energy Facility from January 1, 2024, through December 31, 2024—not to exceed \$140,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Bingle)</p>   | <p>Approve</p>         | <p>OPR 2022-0709<br/>IRFP 5616-22</p>   |
| <p>7. Contract renewal 1 of 3 with Anatek Labs, Inc. (Spokane) for as-needed analytical services for groundwater, leachate and other samples at the Waste to Energy Facility from November 1, 2023, through October 31, 2024—not to exceed \$50,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Bingle)</p>   | <p>Approve</p>         | <p>OPR 2021-0601<br/>RFP 5680-21</p>  |
| <p>8. Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p> <p>a. West Cora, LLC for the future construction of approximately 88 units, at Parcel Number 35064.3614, commonly known as 516 W. Cora Avenue.</p> <p>b. Ministry Housing Investment Group, LLC for the future construction of approximately 9 units, at Parcel Numbers 35181.2916, 35181.2917, &amp;</p>   | <p>Approve<br/>All</p> | <p>OPR 2023-1243</p> <p>OPR 2023-1244</p>                                       |

**35181.2918, commonly known as 504-512 W. Sinto Avenue.**

**The Conditional Agreements will ultimately result in the issuance of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Stratton and Zappone)**

- |   |   |                                      |
|---|---|--------------------------------------|
| <b>9. Memorandum of Agreement between the City of Spokane and the Northeast Public Development Authority to reimburse the City of Spokane for the design and construction of the water transmission main in Freya between Garland and Wellesley—\$1,500,000. (Council Sponsor: Council Member Bingle)</b>   | <b>Approve</b>                                  | <b>OPR 2023-1245<br/>ENG 2017081</b> |
| <b>10. Grant Agreement with the Washington State Office of Public Defense for use in public defense services from January 1, 2024, through December 31, 2025—\$186,000. (Council Sponsor: Council President Wilkerson)</b>  | <b>Approve</b>                                  | <b>OPR 2023-1246</b>                 |
| <b>11. Agreement Amendment B with The Salvation Army (Spokane) for shelter operations at the Trent Resource and Assistance Center from December 18, 2023, through April 30, 2024—\$3,930,000. (Council Sponsors: Council Members Stratton and Cathcart)</b>   | <b>Approve</b>                                  | <b>OPR 2023-0017</b>                 |
| <b>12. Consultant Agreement with Kittelson &amp; Associates, Inc. (Spokane) to conduct the West Central Infrastructure Project for public infrastructure improvements in the West Central Neighborhood from November 8, 2023, through December 31, 2025—\$300,000 (plus tax, if applicable). (Council Sponsors: Council Members Zappone and Stratton)</b> | <b>Approve</b>                                  | <b>OPR 2023-1249<br/>RFQ 5897-23</b> |
| <b>13. Report of the Mayor of pending:</b>  | <b>Approve &amp;<br/>Authorize<br/>Payments</b> | <b>CPR 2023-0002</b>                 |
| <b>a. Claims and payments of previously approved obligations, including those of Parks and Library, through November 22, 2023, total \$6,384,623.15, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,995,088.79.</b>  |   |                                      |

b. Payroll claims of previously approved obligations through November 25, 2023: \$10,064,074.55. CPR 2023-0003

14. City Council Meeting Minutes: November 13, 2023. Approve  
All CPR 2023-0013

**Request motion to suspend Council Rules and add the following items (OPR 2022-0842 and OPR 2023-1255 through OPR 2023-1257):**

15. Outside Special Counsel Contract Amendment with the law firm of Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for legal services and advice in the legal matter of The Estate of David Shafer, et al. v. City of Spokane—additional \$100,000. (Total contract amount: \$200,000.) (Council Sponsor: Council Member Cathcart) Approve OPR 2022-0842

**Lynden Smithson**

16. Public Works Agreements for services at the Riverside Park Water Reclamation Facility from December 11, 2023, through December 31, 2024, with: Approve  
All

a. Inland Infrastructure, LLC (Spokane) for the Clarke Avenue Lift Station By-pass—\$353,350.75 (plus tax, if applicable). OPR 2023-1255  
PW ITB 6007-23

b. Guardian Roofing & Exteriors (Moses Lake, WA) for maintenance and warehouse roof membrane replacement—\$165,680 (plus tax, if applicable). OPR 2023-1256  
PW ITB 6010-23

c. McKinstry, Co., LLC (Seattle, WA) to replace burner, replace gas lines and upgrade and replace burner controls—\$332,341 (plus tax, if applicable). OPR 2023-1257  
PW ITB 6012-23

(Council Sponsor: Council President Wilkerson)

**Kyle Arrington**

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**ORD C36471**

**General Fund**

- 1) Decrease revenue by \$1,400,000.
  - A) Of the decreased revenue, \$1,400,000 is removed from an operating transfer-in from the Public Safety Personnel and Crime Reduction Fund to the Police department.
- 2) Decrease appropriation by \$1,460,000.
  - A) Of the decreased appropriation, \$60,000 is removed from base wages in the Human Resources department.
  - B) Of the decreased appropriation, \$1,000,000 is removed from social security in the Police department.
  - C) Of the decreased appropriation, \$400,000 is removed from education pay in the Police department.
- 3) Increase appropriation by \$460,000.
  - A) Of the increased appropriation, \$60,000 is provided solely for contractual services in the Human Resources department.
  - B) Of the increased appropriation, \$400,000 is provided solely for contractual services in the CED Division department for PDA tax payments.

and

**Public Safety Personnel and Crime Reduction Fund**

- 1) Decrease appropriation by \$1,400,000.
  - A) Of the decreased appropriation, \$1,400,000 is removed from an operating transfer-out to the General Fund Police department.
- 2) Increase appropriation by \$1,400,000.
  - A) Of the increased appropriation, \$1,400,000 is provided solely as an operating transfer-out to the Fire/EMS Fund.

and

**Fire/EMS Fund**

- 1) Increase revenue by \$1,400,000.
  - A) Of the increased revenue, \$1,400,000 is provided solely for an operating transfer-in from the Public Safety Personnel and Crime Reduction Fund.
- 2) Increase appropriation by \$1,400,000.
  - A) Of the increased appropriation, \$1,400,000 is provided solely for uniform overtime.

(This action arises from the need to adjust the General Fund budget for year-end.) (Council Sponsors: Council President Wilkerson and Council Member Bingle)

**ORD C36472**

**Hotel/Motel Lodging Tax Fund**

- 1) Increase appropriation by \$1,000,000.
  - A) Of the increased appropriation \$1,000,000 is provided solely for payments to the Spokane Public Facilities District.

**(This action arises from greater-than-expected Hotel/Motel Lodging Tax revenue which necessitates increased appropriation for payments to the Spokane Public Facilities District.) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**

**ORD C36473**

**Workers' Compensation Fund**

**1) Increase appropriation by \$600,000.**

**A) Of the increased appropriation, \$600,000 is provided solely for insurance claim payments.**

**(This action arises from greater-than-expected Worker's Compensation insurance claims.) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**

**ORD C36474**

**Office of Performance Management Fund**

**1) Decrease appropriation by \$220,000.**

**A) Of the decreased appropriation, \$220,000 is removed from bases wages.**

**2) Increase appropriation by \$220,000.**

**A) Of the increased appropriation, \$220,000 is provided solely for contractual services.**

**(This action arises from the need to contract with a vendor to review the Spokane Municipal Code for consistency and to address conflicting Chapters and/or Sections.) (Council Sponsors: Council President Wilkerson and Council Member Bingle)**

**ORD C36475**

**Solid Waste Fund**

**1) Increase appropriation by \$1,275,000**

**A) Of the increased appropriation, \$1,000,000 is provided solely for Fleet Services for Solid Waste Collections operations and recycling.**

**B) Of the increased appropriation, \$275,000 is provided solely for Insurance Premiums for Solid Waste Disposal.**

**(This action arises from greater-than-expected billings from other Departments in the Solid Waste Fund.) (Council Sponsors: Council Members Stratton and Bingle)**

**ORD C36476**

**Facilities Management-Capital Fund**

**1) Increase appropriation by \$1,200,000.**

**A) Of the increased appropriation, \$1,200,000 is provided solely for machinery/equipment in the Solid Waste Department.**

**(This action arises from the need to purchase equipment for operations at the Waste to Energy Plant.) (Council Sponsors: Council Members Stratton and Bingle)**

## **NO EMERGENCY ORDINANCES**

### **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2023-0094** Of the City of Spokane proposing an increase in the regular property tax levy for a period of three years beginning in 2025 in an amount exceeding the limitations of chapter 84.55 RCW to provide funding for library operations; providing for the submission of the measure to the qualified electors of the City at a special election; requesting that the Spokane County Auditor hold a special election for the measure on February 13, 2024; and providing for other matters properly related thereto. (Deferred from November 13, 2023, Agenda) (Relates to RES 2023-0103) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

**Request motion to substitute the following item with an updated revised version received November 30, 2023 (RES 2023-0095):**

**RES 2023-0095** Of the City of Spokane proposing an increase in the regular property tax levy for a period of twenty years beginning in 2025 in an amount exceeding the limitations of chapter 84.55 RCW to provide funding for park improvements and safety citywide, including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in neighborhoods without them; adding all-weather sports fields; and protecting natural lands; providing for the submission of the measure to the qualified electors of the City at a special election; requesting that the Spokane County Auditor hold a special election for the measure on ~~February 13, 2024~~ **August 6, 2024**; and providing for other matters properly related thereto. (Deferred from November 13, 2023, Agenda) (Relates to RES 2023-0104) (Council Sponsors: Council Members Wilkerson and Bingle)

**RES 2023-0100** Relating to the final adoption of the City of Spokane Water System Plan dated September 27, 2023, and submittal for final approval by the Washington State Department of Health. (Council Sponsors: Council President Kinnear and Council Member Bingle)

**RES 2023-0101** Approving settlement of property damage claim with Lumen Technologies DBA Qwest and CenturyLink—\$56,723.70. (Council Sponsors: Council Member Wilkerson and Council President Kinnear)

**RES 2023-0102** Adopting the City of Spokane's legislative agenda for the upcoming 2024 state legislative session. (Council Sponsors: Council Members Bingle, Wilkerson, and Zappone)

**Request motion to substitute the following item with an updated revised version received November 30, 2023 (RES 2023-0103):**

**RES 2023-0103** Regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027. (Relates to Resolution 2023-0094) (Council Sponsors: Council President Kinnear and Council Member Cathcart)

**Request motion to substitute the following item with an updated revised version received December 1, 2023 (RES 2023-0104):**

**RES 2023-0104** Regarding the appointment of for and against committee members relating to a measure on the August 6 February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. (Relates to Resolution 2023-0095) (Council Sponsors: Council President Kinnear and Council Member Cathcart)

**RES 2023-0105** Amending the appointments of Council Members to boards and commissions. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

**Request motion to substitute the following item with an updated revised version received November 30, 2023 (RES 2023-0106):**

**RES 2023-0106** Amending Rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor Clerk to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee. (Council Sponsors: Council President Kinnear and Council Member Zappone)

**ORD C36454** Relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050. (Deferred from November 13, 2023, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)

**ORD C36456** Relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code. (As substituted on October 30, 2023) (Deferred from December 18, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Members Cathcart and Bingle)

**ORD C36468** Relating to the City of Spokane's Utility Tax; amending the Spokane Municipal Code (SMC) section 08.10.030(A)(3), (4) and (7) and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Wilkerson and Cathcart)



**ORD C36469** Changing the zone from Context Area 4 (CA4) to High Density Residential 55 (RHD-55) for property located at 802 East Sharp Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsors: Council President Kinnear and Council Member Bingle)

**ORD C36478** (To be considered under Hearings Item H1.)

**ORD C36479** (To be considered under Hearings Item H2.)

**FIRST READING ORDINANCES**

**ORD C36477** Relating to the grant acceptance process and amending SMC 07.19.010 of Title 07.19 of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Member Stratton)

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

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**HEARINGS**

RECOMMENDATION

- |            |  |   |                   |
|------------|--|---|-------------------|
| <b>H1.</b> | <b>Hearing on Final Reading Ordinance C36478 approving and confirming the 2024 Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area, prepared under Ordinance C32923 as codified and amended in Chapter 4.31C SMC. (Council Sponsors: Council Members Bingle and Cathcart)</b>     | <b>Pass Upon<br/>Roll Call<br/>Vote</b> | <b>ORD C36478</b> |
| <b>H2.</b> | <b>Hearing on Final Reading Ordinance C36479 approving and confirming the 2024 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC. (Council Sponsors: Council Members Bingle and Cathcart)</b> | <b>Pass Upon<br/>Roll Call<br/>Vote</b> | <b>ORD C36479</b> |
-

## **ADJOURNMENT**

The December 4, 2023, Regular Legislative Session of the City Council will be held and is adjourned to January 8, 2024. The City Council's regularly scheduled meetings for December 11, 18, and 25 (Christmas holiday), 2023, and January 1, 2024, (New Years holiday) are canceled.

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**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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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## **NOTES**



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2022-0902
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	STATE CONTRACT
<b>Requisition #</b>	VB

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - FLEET SERVICES ADDING MONEY TO POMP'S VALUE BLANKET ORDER

**Agenda Wording**  
 Approve adding \$500,000 to the Value Blanket Order with Pomp's Tires for purchasing of miscellaneous tires "as needed".

**Summary (Background)**  
 Additional funds are being added to the Value Blanket Order because Pomp's Tires has been promoted to the primary vendor for tires.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 500,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b>Study Session\Other</b>	Public Safety 11/6/23
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Kinnear
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	tprince@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	randy.chance@pompstire.com	
<b>Additional Approvals</b>			
<b>Purchasing</b>	PRINCE, THEA		

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Kinnear
<b>Committee Date</b>	11/6/23
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Add money to Pomp’s Tire Value Blanket Order
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services requests approval of adding \$500,000 to the Value Blanket Order with Pomp’s Tires for the purchase of miscellaneous tires to be purchased “as needed”.  The reason for additional money being added to this VB is that Pomp’s Tires has been promoted to the primary vendor for tires.
<b>Proposed Council Action</b>	Approve additional \$500k for Pomp’s Tire Value Blanket Order
<b>Fiscal Impact</b> Total Cost: <u>\$500,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Services Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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? Data Will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing pricing and service quality data is being collected by Fleet to ensure value.	
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 the Centralized Fleet Policy.	

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 10/12/23      **Type of expenditure:**    Goods     Services

**Department:** Fleet Services

**Approving Supervisor:** Rick Giddings

**Amount of Proposed Expenditure:** 500,000

Is this against a master agreement? If yes, please provide the number: 301416

**Funding Source** Fleet Services Fund

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Pomps has been promoted to primary tire supplier due their exceptional service and value. This does not increase expenditures. As more expenditures go to Pomps's, fewer go to secondary vendors.

**What are the impacts if expenses are deferred?**

We would need to stop utilizing Pomps in favor of a secondary vendor with remaining budget.

**What alternative resources have been considered?**

Utilizing secondary vendors.

**Description of the goods or service and any additional information?**

We recently increased the Tire Service Contract with Pomps for the same reason. We were not informed of the overage for the VB until very recently.

**Person Submitting Form/Contact:**

**Division Director:**

*Rick Giddings*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**

This will go to Public Safety Committee in November.












# Expenditure Control Form-2023

Final Audit Report

2023-10-16

Created:	2023-10-12
By:	Richard Giddings (rgiddings@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARJI8v0k99WDJBTKNruPb9vnMIxSANzkd

## "Expenditure Control Form-2023" History

-  Document created by Richard Giddings (rgiddings@spokanecity.org)  
2023-10-12 - 7:42:45 PM GMT- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-10-12 - 7:44:03 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-10-12 - 7:45:29 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-10-12 - 7:46:48 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Richard Giddings (rgiddings@spokanecity.org) for signature  
2023-10-12 - 7:46:50 PM GMT
-  Email viewed by Richard Giddings (rgiddings@spokanecity.org)  
2023-10-12 - 7:48:00 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)  
Signature Date: 2023-10-12 - 7:48:08 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-12 - 7:48:10 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-13 - 2:24:08 PM GMT- IP address: 172.224.243.9
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-16 - 9:19:49 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-16 - 9:19:49 PM GMT



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2019-0881
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5119-18
<b>Requisition #</b>	VB 301099

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 COMPRESSOR RENTAL VALUE BLANKET RENEWAL

**Agenda Wording**

Value blanket renewal 4 of 4 with Atlas Copco Rentals, LLC (Arlington, WA) for as-needed compressor rentals at the Waste to Energy Facility from Jan 1, 2024 - Dec 31, 2024 with a cost not to exceed \$135,000.00 incl. tax.

**Summary (Background)**

Compressor rentals are currently required at the Waste to Energy Facility to support maintenance outages until new compressors that were recently purchased are installed. Atlas Copco Rentals was awarded a one year value blanket for these rentals based on their response to RFQ 5119-18, with the option of four (4) additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 135,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54501-34002

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT
<b>Additional Approvals</b>	
<b>Purchasing</b>	PRINCE, THEA

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Distribution List</b>	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Value blanket renewal for compressor rentals at the WTE
<b>Summary (Background)</b>	<p>Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder.</p> <p>The initial value blanket was from January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. This will be the final renewal and will span from January 1, 2024 through December 31, 2024 with an annual cost not to exceed \$135,000.00 including taxes. The facility is in the process of installing newly purchased compressors which will make it so that this expense will not be needed going forward, however, this value blanket is needed until they are operational.</p>
<b>Proposed Council Action</b>	Approval of value blanket renewal
<b>Fiscal Impact</b>	<p>Total Cost: <u>\$135,000.00</u></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</p> <p>Specify funding source: SWD 2024 Budget</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	<p>The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</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?	



The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 11/13/23      **Type of expenditure:**      Goods       Services

**Department:** Solid Waste Disposal  
**Approving Supervisor:** David Paine

**Amount of Proposed Expenditure:** \$135,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** SWD Budget 4490-44100-37148-54501-34002

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The Waste to Energy Facility has two planned maintenance outages each year. Compressor rentals are required to support maintenance operations during these outages or in the event of a compressor failure.

**What are the impacts if expenses are deferred?**

Without the ability to quickly have backup compressors on site during scheduled and unscheduled maintenance, costly failures that could result in extended periods of down time are possible.

**What alternative resources have been considered?**

The only alternative would be to purchase additional compressors, which the WTE has done recently to eliminate the need for rentals, however, this value blanket may still be needed in 2024 until the new compressors are installed and operational.

**Description of the goods or service and any additional information?**

This is for the last of four (4) one-year renewals of Value Blanket 301099 with Atlas Copco, for the rental of oil free compressors, dryers and associated hoses and fittings. It would commence on January 1, 2024 and run through December 31, 2024. It is an annual reoccurring expenditure that was budgeted for in 2024.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**Division Director:**

*Marlene Feist*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**












# Expenditure Control Form-Atlas Copco 2024

Final Audit Report

2023-11-13

Created:	2023-11-13
By:	Michelle Dorgan (mdorgan@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAByFw9oktGSBxB8ogbziv4XODs-aGdW05

## "Expenditure Control Form-Atlas Copco 2024" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-11-13 - 6:30:24 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-11-13 - 6:31:02 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-11-13 - 7:07:55 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-11-13 - 7:08:24 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
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-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
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-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
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-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-11-13 - 8:04:28 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
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-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-11-13 - 9:53:26 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-11-13 - 9:53:26 PM GMT



CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 SPOKANE, WA 99224-5400  
 PHONE 509 625 6527

4thrd Option Year VB301099-003; 1/1/2024 Through 12/31/2024

FIRST OUTAGE 2024		ATLAS COPCO					
Qty		Min	Day	Week	4 Week		
1	Equipment Trailer	\$375.00	\$375.00	\$973	\$2,625		
1	Environmental Recover Fee					\$45.00	
		Day			Week		
Qty	Items (Diesel Operated)	Single Shift 8 hrs per day	Double Shift 16 hrs per day	Unlimited > 16 hrs per day	Single Shift 40 Hrs Wk	Double Shift 80 Hrs Wk	Unlimited > 80 Hrs Wk
1	100% Oil Free Compressor PTS 961 or Equivalent; Tier 3 Compliant. If quoting equivalent ensure spec sheet was attached.	\$2,558.00	\$4,092.00	\$5,371.00	\$6,649.00	\$10,638.00	\$13,962.00
1	100% Oil Free 3" x 25' Air Hose	\$56.41	\$56.41	\$56.41	\$146.32	\$146.00	\$146.00
1	100% Oil Free Air Dryer 1600CFM. If quoting equivalent ensure spec sheet was attached.	\$890.00	\$890.00	\$890.00	\$2,314.00	\$2,314.00	\$2,314.00
1	100% Oil Free 3" x 25' Air Hose	\$56.41	\$56.41	\$56.41	\$146.32	\$146.32	\$146.32
1	100% Oil Free 1000 Gal Air Receiver Tank	\$236.00	\$236.00	\$236.00	\$613.00	\$613.00	\$613.00
1	100% Oil Free 3" x 50' Air Hose	\$98.20	\$98.20	\$98.20	\$253.00	\$253.00	\$253.00
1	100% Oil Free GDB38 Fitting Double Spud Fitting	\$15.00	\$15.00	\$15.00	\$39.00	\$39.00	\$39.00
1	100% Oil Free 3" x 50' Air Hose	\$98.20	\$98.20	\$98.20	\$253.00	\$253.00	\$253.00
1	100% Oil Free GDB38 Fitting	\$15.00	\$15.00	\$15.00	\$39.00	\$39.00	\$39.00
1	T Fitting w/Isolation Valve	\$30.00	\$30.00	\$30.00	\$76.00	\$76.00	\$76.00
1	Estimated Freight Delivery	\$ 200 per hour carrier charge Arlington to Spokane					
1	Estimated Freight Pick-up	\$ 200 per hour carrier charge Spokane to Arlington					

SECOND OUTAGE 2024		ATLAS COPCO					
Qty		Min	Day	Week	4 Week		
1	Equipment Trailer	\$305.00	\$305.00	\$793	\$2,140		
1	Environmental Recover Fee					\$45.00	
		Day			Week		
Qty	Items (Diesel Operated)	Single Shift 8 hrs per day	Double Shift 16 hrs per day	Unlimited > 16 hrs per day	Single Shift 40 Hrs Wk	Double Shift 80 Hrs Wk	Unlimited > 80 Hrs Wk
1	100% Oil Free Compressor PTS 961 or Equivalent; Tier 3 Compliant. If quoting equivalent ensure spec sheet was attached.	\$2,558.00	\$4,092.00	\$5,371.00	\$6,649.00	\$10,638.00	\$13,962.00
1	100% Oil Free 3" x 25' Air Hose	\$56.41	\$56.41	\$56.41	\$146.32	\$146.00	\$146.00
1	100% Oil Free Air Dryer 1600CFM. If quoting equivalent ensure spec sheet was attached.	\$890.00	\$890.00	\$890.00	\$2,314.00	\$2,314.00	\$2,314.00
1	100% Oil Free 3" x 25' Air Hose	\$56.41	\$56.41	\$56.41	\$146.32	\$146.32	\$146.32
1	100% Oil Free 1000 Gal Air Receiver Tank	\$236.00	\$236.00	\$236.00	\$613.00	\$613.00	\$613.00
1	100% Oil Free 3" x 50' Air Hose	\$98.20	\$98.20	\$98.20	\$253.00	\$253.00	\$253.00
1	100% Oil Free GDB38 Fitting Double Spud Fitting	\$15.00	\$15.00	\$15.00	\$39.00	\$39.00	\$39.00
1	100% Oil Free 3" x 50' Air Hose	\$98.20	\$98.20	\$98.20	\$253.00	\$253.00	\$253.00
1	100% Oil Free GDB38 Fitting	\$15.00	\$15.00	\$15.00	\$39.00	\$39.00	\$39.00
1	T Fitting w/Isolation Valve	\$30.00	\$30.00	\$30.00	\$76.00	\$76.00	\$76.00
1	Estimated Freight Delivery	\$ 200 per hour carrier charge Arlington to Spokane					
1	Estiamted Freight Pick-up	\$ 200 per hour carrier charge Spokane to Arlington					

NAME	Hiram Perez
Signature	
Phone	
Email Address	hiram.perez@atlascope.com



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2022-0007
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5541-21
<b>Requisition #</b>	VB 301297

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 ACTIVATED CARBON PURCHASE VALUE BLANKET RENEWAL

**Agenda Wording**  
 Value blanket renewal 2 of 4 with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for use at the Waste to Energy Facility from Jan 1, 2024-Dec 31, 2024 with an annual cost not to exceed \$105,000.00 plus tax.

**Summary (Background)**  
 Activated carbon is required in the operation of the Waste to Energy Facility to comply with its Title V Air Operating Permit. On Nov 16, 2021 bidding closed on RFQ 5541-21 to procure the needed carbon for the Facility. Cabot Norit was the low cost bidder of the two responses received and awarded a one year value blanket with the possibility of four (4) additional one-year renewals. This will be the second renewal with pricing to remain unchanged at \$1.19/lb.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 105,000.00	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/27/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Value blanket renewal for the purchase of activated carbon at the WTE.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.</p> <p>The initial term of the value blanket was for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022. This will be the second renewal, from January 1, 2024 through December 31, 2024 with an anticipated cost not to exceed \$105,000.00 excluding tax. Pricing for this term will remain unchanged at \$1.19/lb.</p>
<b>Proposed Council Action</b>	Approval of value blanket renewal
<b>Fiscal Impact</b> Total Cost: <u>\$105,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

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 contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 11/13/23      **Type of expenditure:**      Goods       Services

**Department:** Solid Waste Disposal

**Approving Supervisor:** David Paine

**Amount of Proposed Expenditure:** \$105,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** SWD Budget 4490-44100-37148-53203

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Activated carbon is required in the operation of the WTE Facility. The Air Operating Permit requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated carbon injected into the flue gas aids in the reduction of

**What are the impacts if expenses are deferred?**

If deferred, the facility would be in violation of the air operating permit which could result in costly fines.

**What alternative resources have been considered?**

There are no known alternatives to this.

**Description of the goods or service and any additional information?**

This is the second of four (4) possible one-year renewals to VB301297 for the as-needed purchase of activated carbon. This is a recurring annual expense that was budgeted for in 2024.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**Division Director:**

*Marlene Feist*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**














# Expenditure Control Form-Cabot Carbon 2024

Final Audit Report

2023-11-13

Created:	2023-11-13
By:	Michelle Dorgan (mdorgan@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATLNGif9JCQcJw85GPatmq5gHGumdzpQN

## "Expenditure Control Form-Cabot Carbon 2024" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-11-13 - 6:31:59 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-11-13 - 6:33:11 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-11-13 - 7:07:08 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-11-13 - 7:07:45 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-11-13 - 7:07:48 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-11-13 - 8:04:48 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-11-13 - 8:05:19 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-11-13 - 8:05:21 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-11-13 - 9:53:37 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-11-13 - 9:53:50 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-11-13 - 9:53:50 PM GMT



CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 SPOKANE, WA 99224-5400  
 PHONE 509 625 6527

Value Blanket VB-301297	Base Year	1st Option Renewal
	VB-301297-000	VB-302197-001
	Valid 1-1-2022 - 12-31-2022	Valid 1-1-2023 Through 12-31-2023
Item	Unit Price 900 Pound Bag	Unit Price 900 Pound Bag
	Minimum qty per order 20 Bags	Minimum qty per order 20 Bags
Activated Powder Carbon Unit Price per 900 pound Bag, inclusive of carbon, shall be inclusive of: Spec'd Carbon, Spec'd Bag, and all freight and transportation cost, providing FOB Destination Delivery to: Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S Geiger Blvd Spokane, WA 99224-5400. Minimum Qty Per Order is 20 Bags.	\$1026 Unit Price Per 900 lb. inclusive of freight cost (Unit Price \$1.14 per pound)	\$1071 Unit Price Per 900 lb. inclusive of freight cost (Unit Price \$1.19 per pound)
<b>Cabot Norit Americas Inc</b>	Base Year Pricing was per Cabot Norit Americas' response to RFQ 5541-22	<b>NAME</b>
<b>Phone 970 214 9518</b>		<b>SIGNATURE</b>
<b>CRAIG GILES</b>		<b>DATE</b>
<a href="mailto:Craig.Giles@norit.com">Craig.Giles@norit.com</a>		

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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2019-1093
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 5176-19
<b>Requisition #</b>	REVENUE

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 METAL RECYCLING CONTRACT RENEWAL

**Agenda Wording**

Revenue contract renewal/amendment 4 of 4 with American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility's metals ash and scrap metal from Jan 1, 2024 - Dec 31, 2024 with anticipated revenue of approx. \$300,000.00.

**Summary (Background)**

At the Waste to Energy Facility, ferrous metals and large metal items are removed from the ash and tipping floor prior to disposal at the landfill for recycling. American Recycling Corp. was the only respondent to RFP 5176-19 for the purchase of these metals and awarded a one year contract with the option of four (4) one-year renewals. This will be the last renewal and will also be amended to include a 40% ash weight deduction used for the purchase price calculation.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44110-37079-36911

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle

**Distribution List**

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org
DocuSign: Jake VanderZanden, General Manager, jake@arecycling.com

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for metals recycling at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the last renewal from January 1, 2024 through December 31, 2024. The revenue received for the materials is determined by a formula based on market prices on the 15<sup>th</sup> of the previous month. This contract renewal will also be amended to include a 40% ash weight deduction per incinerator load. Based on recent market trends, it is anticipated that this should generate approximately \$150,000.00 in annual revenue.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<p><b>Fiscal Impact</b></p> <p>Total Cost: <u>\$150,000.00 revenue</u></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</p> <p>Specify funding source: 2024 SWD Budget</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</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?

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



**City of Spokane**  
**CONTRACT AMENDMENT AND  
RENEWAL 4 of 4**  
**Title: PROCESS, TRANSPORT AND  
PURCHASE WTEF METALS**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein City agreed to provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS; and*

*WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the final of those renewals; and a change to the original contract has been requested; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated December 27, 2019 and December 30, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

**3. AMENDMENT.**

This original Contract is hereby amended as follows:

American Recycling will take a 40% ash weight deduction per incinerator load, a deduction price of \$85.00 per ton on incinerator scrap and a deduction price of \$65.00 per ton of mixed tin for use in the calculation of the Buy Price Quote.

**4. COMPENSATION.**

The Company shall pay City for all recyclable metals picked up at WTEF and delivered to the Company's yard. The City estimates revenue of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** from the Company for the RECOVERED METALS provided for under this Renewal Agreement. There will be no costs to the City for Company's performance of the services related to this Renewal Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Renewal Agreement.

**5. 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 Renewal by having legally-binding representatives affix their signatures below.

**AMERICAN RECYCLING CORPORATION**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)





**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2019-0959
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	PW ITB 5101-19
<b>Requisition #</b>	CR 25683

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 CRANE/HOIST/TROLLEY/LIFELINE MAINTENANCE AND INSPECTIONS

**Agenda Wording**  
Contract renewal 4 of 4 with WEMCO, Inc. (Spokane, WA) for crane, hoist, trolley and lifeline preventative maintenance and inspections at the Waste to Energy Facility from Jan 1, 2024-Dec 31, 2024 with a total cost not to exceed \$60,000.00 incl. tax.

**Summary (Background)**  
The Waste to Energy Facility utilizes cranes in many different areas. All of this equipment requires quarterly inspections and as-needed repairs and maintenance. WEMCO, Inc. was the only respondent to PW ITB 5101-19 for these services and was awarded a one year contract with the option of four (4) one-year renewals. This will be the final renewal.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 60,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/27/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Matt Turner, VP of Operations, mturner@wemcoinc.com	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for crane, hoist, trolley and lifeline preventative maintenance and inspections at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The WTE Facility utilizes cranes in many different areas, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.</p> <p>On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes excluding the two new refuse-handling bridge cranes. WEMCO, Inc. of Spokane, WA was the only response received. The initial contract award spanned from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals and a cost not to exceed \$60,000.00 including tax. This will be the last renewal and will span from January 1, 2024 through December 31, 2024 with an additional cost not to exceed \$70,000.00 including tax.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: <u>\$70,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



**City of Spokane**  
**CONTRACT RENEWAL 4 of 4**  
**Title: CRANE PREVENTATIVE MAINTENANCE  
INSPECTIONS AND SERVICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services; and*

*WHEREAS, the original Contract provided for four one (1) year renewals with this being the final of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 8, 2019 and November 20, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** in accordance with the attached Pricing Sheet for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**WEMCO, 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.

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

 CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD Spokane, WA 99224-5400 Phone 509 625 6527	BASE YEAR PRICING 1/1/2020 THOROUGH 12/31/2020	1ST OPTION YEAR RENEWAL PRICING 1/1/2021 THOROUGH 12/31/2021	2ND OPTION YEAR RENEWAL PRICING 1/1/2022 THOROUGH 12/31/2022	3RD OPTION YEAR RENEWAL PRICING 1/1/2023 THOROUGH 12/31/2023	4TH OPTION YEAR RENEWAL PRICING 1/1/2024 THOROUGH 12/31/2024
	<b>OPR-2019-0959 PRICING</b>				
Quarterly Crane/Hoist/Trolley and Lifeline Preventative Maintenance Inspections and Unscheduled Services					
<b>SCHEDULED SERVICES</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>
Annual Total Cost Comprised Of The Four (4) Quarterly Preventative Maintenance Inspections Per Calendar Year "Inclusive of all materials, labor, travel cost; and tax 8.9% as applicable". All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost.	\$50,148.45 Annual Total	\$50,148.45 Annual Total	\$50,148.45 Annual Total	\$50,148.45 Annual Total	\$50,148.45 Annual Total
<b>UNSCHEDULED SERVICES</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>
<b>Unscheduled Non-Emergency: Non-Emergency Repairs.</b>					
<b>Unscheduled Non-Emergency: Emergency Calls, Contractor shall be on site within 4 hours of notification. On average it is estimated that there are 4 Emergency Calls per year, that could result in an estimated annual total of 45 hours more or less.</b>					
Straight Time Rate	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)
Overtime Rate	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)
Emergency Work Rate/After Straight Rate	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)	\$234.37 Hrly Rate (4:30PM - 6:00AM)
Straight Time Rate	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)	\$156.25 Hrly Rate (6:00AM - 4:30PM)
Holiday Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate
Travel Cost Per Unscheduled Service	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)
Percentage Markup For Parts / Materials Above Cost	15%	15%	15%	15%	15%
Applicable Tax	9%	9%	9%	9%	9%
Matt Humphrey WEMCO Part Sales & Service Coordinator mhumphrey@wemcoinc.com Main: +1 509 244 4773 Cell: +1 509 998 5985					<b>Name</b>
					<b>Signature</b>
					<b>Date</b>
					<b>Matt Humphrey</b> <small>Digitally signed by Matthew Humphrey          DN: cn=Matthew Humphrey, o=WEMCO Inc, ou=Part Sales &amp; Service, email=MHumphrey@wemcoinc.com, c=US          Date: 2023.09.29 10:48:00 -0700</small>
					<b>9/29/2023</b>



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2019-0960
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	PW ITB 5105-19
<b>Requisition #</b>	CR 25682

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 BRIDGE CRANE PREVENTATIVE MAINTENANCE AND INSPECTIONS

**Agenda Wording**

Contract renewal 4 of 4 with WEMCO, Inc. (Spokane, WA) for bridge crane maintenance and inspections at the WTE from Jan 1, 2024-Dec 31, 2024 with a cost not to exceed \$100,000.00 including tax.

**Summary (Background)**

The WTE has two 9-ton, top running, double girder bridge cranes that are used to feed trash into the furnace. These cranes require preventative maintenance and quarterly inspections to ensure they continue operating safely. WEMCO, Inc. was the only respondent to PW ITB 5105-19 for these services and was awarded a one year contract with the option of four (4) one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 100,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54803-34002

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Distribution List</b>	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
<b>Additional Approvals</b>	tprince@spokanecity.org
<b>Purchasing</b>	rrinderle@spokanecity.org
	DocuSign: Matt Turner, VP of Operations, mturner@wemcoinc.com



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for preventative maintenance/inspections on the bridge cranes at the WTE.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they still require preventative maintenance and quarterly inspections to ensure they continue operating safely.</p> <p>On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The initial contract ran from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals. This will be the last renewal running from January 1, 2024 through December 31, 2024 with an annual cost not to exceed \$100,000.00 including tax.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 11/13/23      **Type of expenditure:**      Goods       Services

**Department:** Solid Waste Disposal

**Approving Supervisor:** David Paine

**Amount of Proposed Expenditure:** \$100,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** SWD Budget 4490-44100-37148-54803-34002

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The WTE Facility has two 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. These cranes require preventative maintenance and quarterly inspections to ensure they continue operating safely.

**What are the impacts if expenses are deferred?**

Without regular inspections and maintenance of the equipment, not only would it void the warranty that the cranes are still currently under, but it could also result in unplanned failures that could result in costly repairs, safety violations and a loss of electrical revenues.

**What alternative resources have been considered?**

There are no known alternative resources.

**Description of the goods or service and any additional information?**

This is for the last of four (4) one-year renewals of OPR 2019-0960 with WEMCO, Inc. for preventative maintenance and inspection of the bridge cranes at the WTE. It would commence on January 1, 2024 and run through December 31, 2024. This is an annual reoccurring expenditure that was budgeted for in 2024.

**Person Submitting Form/Contact:**

**Division Director:**

*Marlene Feist*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**











# Expenditure Control Form-WEMCO Bridge Crane 2024

Final Audit Report

2023-11-13

Created:	2023-11-13
By:	Michelle Dorgan (mdorgan@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0k7J3f8QemQxgvKGw4yKFpxDEU74or3K

## "Expenditure Control Form-WEMCO Bridge Crane 2024" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-11-13 - 6:46:33 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-11-13 - 6:47:15 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-11-13 - 7:05:31 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-11-13 - 7:06:07 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-11-13 - 7:06:08 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-11-13 - 8:05:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-11-13 - 8:06:19 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-11-13 - 8:06:21 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-11-13 - 9:56:57 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-11-13 - 9:57:11 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-11-13 - 9:57:11 PM GMT



**City of Spokane**  
**CONTRACT RENEWAL 4 of 4**  
**Title: REFUSE CRANE PREVENTATIVE  
MAINTENANCE INSPECTIONS AND SERVICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide Refuse Cranes Quarterly Preventative Maintenance Inspections and Unscheduled Services for Two 9-Ton, Top Running Double Grinder (TRDG) Bridge Cranes; and*

*WHEREAS, the original Contract provided for four one (1) year renewals with this being the final of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 8, 2019 and November 20, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** in accordance with the attached Pricing Sheet for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**WEMCO, 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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)





CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

**BASE YEAR PRICING**  
**1/1/2020 THOROUGH**  
**12/31/2020**

**1st OPTION YEAR RENEWAL PRICING**  
**1/1/2021 THOROUGH**  
**12/31/2021**

**2nd OPTION YEAR RENEWAL PRICING**  
**1/1/2022 THOROUGH**  
**12/31/2022**

**3rd OPTION YEAR RENEWAL PRICING**  
**1/1/2023 THOROUGH**  
**12/31/2023**

**4th OPTION YEAR RENEWAL PRICING**  
**1/1/2024 THOROUGH**  
**12/31/2024**

**OPR 2019-0960 PRICING**

Refuse Cranes Quarterly Preventative Maintenance

<b>VENDOR</b>	<b>WEMCO</b>	<b>WEMCO</b>	<b>WEMCO</b>	<b>WEMCO</b>	<b>WEMCO</b>
<b>SCHEDULED SERVICES</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>	<b>SCHEDULED SRVC</b>
Total Number Of Hours Required To Complete All Work and Requirements Associated With Four Quarterly	220 hrs. Total Annual Hrs. Required	220 hrs. Total Annual Hrs. Required	220 hrs. Total Annual Hrs. Required	220 hrs. Total Annual Hrs. Required	220 hrs. Total Annual Hrs. Required
Total Labor Cost for To Complete All Work and Requirements Associated With Four Quarterly Inspects	\$27,500 Total Annual Labor Cost Labor	\$27,500 Total Annual Labor Cost Labor	\$27,500 Total Annual Labor Cost Labor	\$27,500 Total Annual Labor Cost Labor	\$27,500 Total Annual Labor Cost Labor
Total Equipment & Materials Plus Cost To Complete All Work and Requirements Associated With Four Quarterly Inspects	\$12,400 Total Annual Material/Equipment Cost Plus Cost	\$12,400 Total Annual Material/Equipment Cost Plus Cost	\$12,400 Total Annual Material/Equipment Cost Plus Cost	\$12,400 Total Annual Material/Equipment Cost Plus Cost	\$12,400 Total Annual Material/Equipment Cost Plus Cost
Applicable Tax Rate 8.9%	\$3551.10 Total Annual Tax	\$3,551.10 Total Annual Tax	\$3,551.10 Total Annual Tax	\$3,551.10 Total Annual Tax	\$3,551.10 Total Annual Tax
<b>Extended Total Annual Cost To Be Incurred To Complete All Work and Requirements Associated With Four Quarterly Inspection</b>	<b>\$43,451.10 All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost Total Annual Extended Cost</b>	<b>\$43,451.10 All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost Total Annual Extended Cost</b>	<b>\$43,451.10 All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost Total Annual Extended Cost</b>	<b>\$43,451.10 All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost Total Annual Extended Cost</b>	<b>\$43,451.10 All Inclusive Yearly-Quarterly Preventative Maintenance Inspection Cost Total Annual Extended Cost</b>
<b>UNSCHEDULED SERVICES</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>	<b>UNSCH SRVC</b>
<b>Unscheduled Non-Emergency</b>	<b>Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and</b>	<b>Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and</b>	<b>Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and</b>	<b>Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and</b>	<b>Non-Emergency Repairs. Contractor shall be on site with 24 hours, unless a different response is mutually agreed upon and</b>
<b>Unscheduled Emergency</b>	<b>Emergency Calls, Contractor shall be on site</b>	<b>Emergency Calls, Contractor shall be on site</b>	<b>Emergency Calls, Contractor shall be on site</b>	<b>Emergency Calls, Contractor shall be on site</b>	<b>Emergency Calls, Contractor shall be on site</b>
Straight Time Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	156.25
Overtime Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	234.37
Emergency Work Rate/After Straight Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	\$234.37 Hrly Rate	234.37
Straight Time Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	\$156.25 Hrly Rate	156.25
Holiday Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	\$312.50 Hrly Rate	312.50
Travel Cost Per Unscheduled Service	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)	\$0.00 (No Charge)
Percentage Markup For Parts / Materials Above Cost	15%	15%	15%	15%	15%
Applicable Tax	To Be Applied	9%	9%	9%	9%
Matt Humphrey WEMCO Part Sales & Service Coordinator mhumphrey@wemcoinc.com Main: +1 509 244 4773 Cell: +1 509 998 5985	<b>Name</b>				<b>Matt Humphrey</b>
	<b>Signature</b>				
	<b>Date</b>				<b>9/29/2023</b>



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2022-0709
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP 5616-22
<b>Requisition #</b>	CR 25681

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 AIR EMISSIONS COMPLIANCE TESTING

**Agenda Wording**

Contract renewal 1 of 4 with Deeco, Inc. (Raleigh, NC) for air emissions compliance testing at the Waste to Energy Facility from Jan 1, 2024-Dec 31, 2024 with a cost not to exceed \$140,000.00 plus tax.

**Summary (Background)**

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the Waste to Energy Facility. In 2022, based on their response to IRFP 5616-22, Deeco, Inc. was awarded a one year contract for this testing, with the possibility of four (4) one-year renewals. This will be the first of the allowed renewals.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 140,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54940-99999

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Distribution List</b>	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
<b>Purchasing</b>	rrinderle@spokanecity.org
	DocuSign: Marc Hamilton, President, deeco@deeco.com

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for air quality emissions testing at the WTE.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE.</p> <p>On July 29, 2022, bidding closed on IRFP #5616-22 for these testing services. Two responses were received; DEECO, Inc. (Raleigh, NC) and Alliance Tech Group (Salt Lake City, UT). DEECO, Inc. was determined to be the most qualified and most cost effective respondent. The contract award was for one year with the option of four (4) one-year renewals from January 1, 2023 through December 31, 2023 with a total cost not to exceed \$135,278.00. This will be the first renewal from January 1, 2024 through December 31, 2024 with a total cost not to exceed \$140,000.00 plus tax.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: <u>\$140,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 11/13/23      **Type of expenditure:**      Goods       Services

**Department:** Solid Waste Disposal

**Approving Supervisor:** David Paine

**Amount of Proposed Expenditure:** \$140,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** SWD Budget 4490-44100-37148-54940

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The Waste to Energy facility is required by its Title V permit to conduct an annual test of its continuous emission monitoring system (CEMS).

**What are the impacts if expenses are deferred?**

Failure to comply with operating permits would result in expensive fines.

**What alternative resources have been considered?**

There are no alternative resources. This work was competitively bid in 2021, of which DEECO was deemed the lowest cost responsible/responsive bidder.

**Description of the goods or service and any additional information?**

This will be the first renewal of 4 to contract OPR 2022-0709 with Deeco, Inc. for Air Quality Emissions Compliance Testing at the Waste to Energy Facility. This is a recurring annual expense that was planned for in the 2024 budget.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**Division Director:**

*Marlene Feist*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**












# Expenditure Control Form-DEECO 2024

Final Audit Report

2023-11-13

Created:	2023-11-13
By:	Michelle Dorgan (mdorgan@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUzkwdMs2CLdkPh3uGn-V2oizX2_Qmhbo

## "Expenditure Control Form-DEECO 2024" History

-  Document created by Michelle Dorgan (mdorgan@spokanecity.org)  
2023-11-13 - 6:38:39 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-11-13 - 6:39:58 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-11-13 - 7:06:19 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-11-13 - 7:06:59 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-11-13 - 7:07:01 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-11-13 - 8:05:28 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-11-13 - 8:05:44 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-11-13 - 8:05:48 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-11-13 - 9:56:15 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-11-13 - 9:56:28 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-11-13 - 9:56:28 PM GMT



**City of Spokane**  
**CONTRACT RENEWAL 1 of 4**  
Title: **AIR EMISSIONS  
COMPLIANCE TEST PROGRAM**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed conduct the Air Emissions Compliance Test Program at the Spokane Waste-to-Energy Facility; and*

*WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the first of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 12, 2022 and October 13, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

**3. COMPENSATION.**

The City shall pay a maximum amount not to exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)** plus applicable tax, in accordance with Consultant’s Cost Proposal attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**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 Renewal by having legally-binding representatives affix their signatures below.

**DEECO, 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
- Consultant's Cost Proposal



**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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

### COST PROPOSAL

The Overall Project Costs for Compliance Testing Program (Tasks 1, 2, 3, 4, 5, and 6) are presented in Table 1. The overall costs for Task 2 are presented in Table 2 and the breakdown of the analytical costs is presented in Table 3. **These costs are effective from 1/1/2024 through 8/31/2024. All field staff will be DEECO employees.** The schedule with number of employees is shown in Table 4.

DEECO standard costs are presented in Table 5. The delay rate will be \$72.50 per man hour plus per diem (\$220/day/man) and \$8,000 for an eight (8) hr day with per diem and equipment charges.

**TABLE 1  
 OVERALL PROJECT COSTS FOR TASKS 1, 2, 3, 4, 5, AND 6**

Task No.	Scope of Work	Costs
1	Develop Protocol	\$0
2	Compliance test conducted on all both boilers in accordance with the requirements under 40 CFR 60.58b and 40 CFR 60.38b and 2021 report format (Dioxin, PAH, & PCB on only one Unit)	\$105,610  (Subtract \$8,000)
3	Sampling and Analytical Clarifications	N/A
4	RATA on both units including test report	\$15,800
5*	Acquisition and Analysis of Audit Samples Method 23** Method 8 (1 req'd) Method 13B (1 req'd) Method 26 (1 req'd) Method 29 for 8 Metals (2 req'd) Method 29 for Mercury (2 req'd)	N/A \$213 \$278 \$273 \$895 \$806
6	Compliance Test Report (See Table 2 and 3 for details)	\$2,650
Total	Total of Tasks 1, 2, 3, 4, 5, and 6 with all options (Dioxin, PAH, & PCB on only one Unit)	<b>\$126,525</b> (Subtract \$8,000)

\* Per EPA's EMC website, at the time of this writing, two or more Approved Audit Sample providers do not exist. Prices are based on the best available information at the time of this writing. All are billed at cost.

\*\*Not available at the time of this writing, but will be ordered and billed at cost for acquisition and analysis if available 60 days prior to compliance testing.

**TABLE 2  
 PROJECT COST BREAKDOWN FOR TASK 2**

<b>Task</b>	<b>Comments</b>	<b>Cost</b>
Mobilization/Demobilization	Preparation and calibrations	\$3,120
Travel	Travel to and from Site	\$24,545
Stack Sampling	Testing with a staff of 10	\$46,200
Analytical Costs From Table 3	Stack Samples	\$31,745
<b>Total Costs for Sampling and Analytical Program</b>		<b>\$105,610</b>

**TABLE 3  
 ANALYTICAL COST BREAKDOWN FOR TASK 2**

<b>Type of Sample</b>	<b>Parameter</b>	<b>Cost per Sample</b>	<b>No. of Samples</b>	<b>Total Cost</b>
Stack Gases	Particulate* (incl Condensables)	\$260	7 (6 runs, plus RB)	\$1,820
	HF and Cr <sup>+6</sup> *	\$255	8 (6 runs, plus RB & FB)	\$2,040
	NH <sub>3</sub> *	\$140 (all fractions)	7 (6 runs, plus RB) (3 fractions/run)	\$980
	HCl* (Inlet)	\$45	7 (6 runs, plus RB)	\$315
	HCl* (Outlet)	\$45	6 (3 fractions/run)	\$810
	H <sub>2</sub> SO <sub>4</sub> *	\$80	7 (6 runs, plus RB)	\$560
	Metals*	\$220	10 (8 runs, plus RB & FB)	\$2,200
	Mercury* (Inlet/Outlet)	\$230	18 (16 runs, plus RB & FB)	\$4,140
	PCDD/PCDF**	\$1,040	7	\$7,280
	PAHs**	\$700	7	\$4,900
PCBs**	\$800	7	\$5,600	
XAD-2 Traps**	\$110	10	\$1,100	
<b>Total 2024 Anticipated Analytical Costs</b>				<b>\$31,745</b>

\* - Analyses performed by Element One

\*\* - Analyses performed by SGS North America (formerly Analytical Perspectives)

**TABLE 4  
 COMPLIANCE TESTING DAILY (DATES TBD) SCHEDULE FOR TASKS 2 AND 4**

SAMPLING LOCATION	TEST PARAMETER	SAMPLING METHOD	NUMBER OF RUNS	Hrs on-site No. of Staff
<b>DAY 1 (Sunday) - Setup Equipment on Unit 2 for Compliance Test and Unit 1 for RATA</b>				
<b>DAY 2 (Monday) - Unit 2 Boiler Exit and FF Outlet Compliance and Unit 1 RATA</b>				
Unit 1 Boiler Exit	Mercury	EPA Method 29	3	10 hrs 10 Staff
Unit 1 FF Outlet	Metals incl. Mercury	EPA Method 29	3	
	Particulate/PM <sub>10</sub>	EPA Method 5/202 <sub>wet</sub>	3	
	Opacity	COMS	3	
Unit 2 FF Outlet	RATA	See Table below		
<b>DAY 3 (Tuesday) - Unit 1 Boiler Exit and FF Outlet for Compliance and Unit 2 for RATA</b>				
Unit 1 FF Outlet	RATA	See Table below		
Unit 2 Boiler Exit	Mercury	EPA Method 29	1	10 hrs 10 Staff
	HCl	EPA Method 26A	3	
Unit 2 FF Outlet	Metals incl. Mercury	EPA Method 29	1	
	HCl and Ammonia	EPA Method 26A	3	
	PCDD/PCDF/PAH/PCB	EPA M 23/CARB 428/429	2	
<b>DAY 4 (Wednesday) - Units 1 and 2 Boiler Exit and FF Outlet</b>				
Unit 2 Boiler Exit	Mercury	EPA Method 29	3	10 hrs 10 Staff
Unit 2 FF Outlet	Metals incl. Mercury	EPA Method 29	3	
	Particulate/PM <sub>10</sub>	EPA Method 5/202 <sub>wet</sub>	3	
	Opacity	COMS	3	
	PCDD/PCDF/PAH/PCB	EPA M 23/CARB 428/429	1	
Unit 1 FF Outlet	HF and Cr <sup>+6</sup>	EPA Method 13B/306	3	
	Sulfuric Acid	EPA Method 8	3	
	Non-Methane Hydrocarbons	EPA Method 25A	3	
Facility Ash Handling System	Fugitive Emissions	EPA Method 22	3	
<b>DAY 5 (Thursday) - Units 1 and 2 Boiler Exit and FF Outlet</b>				
Unit 1 Boiler Exit	HCl	EPA Method 26A	3	10 hrs 10 Staff
	Mercury	EPA Method 29	1	
Unit 1 FF Outlet	HCl and Ammonia	EPA Method 26A	3	
	Metals incl. Mercury	EPA Method 29	1	
Unit 2 FF Outlet	HF and Cr <sup>+6</sup>	EPA Method 13B/306	3	
	Sulfuric Acid	EPA Method 8	3	
	Non-Methane Hydrocarbons	EPA Method 25A	3	
<b>DAY 6 (Friday) - Contingency</b>				

**RATA Schedule**

<b>Day 1 (Monday) - Unit 1</b>				
Unit 1 - Boiler Exit	Oxygen	M 3A and PS 3	9 - 12, ≥30 min	10 hours
	Sulfur Dioxide	M 6C and PS 2	9 - 12, ≥30 min	
Unit 1 - FF Outlet	Oxygen	M 3A and PS3	9 - 12, ≥30 min	
	Nitrogen Oxides & Sulfur Dioxide	M 6C, 7E and PS 2	9 - 12, ≥30 min	
	Carbon Monoxide	M 10 and PS 4A	9 - 12, ≥30 min	
<b>Day 2 (Tuesday) - Unit 2</b>				
Unit 2 - Boiler Exit	Oxygen	M 3A and PS 3	9 - 12, ≥30 min	10 hours
	Sulfur Dioxide	M 6C and PS 2	9 - 12, ≥30 min	
Unit 2 - FF Outlet	Oxygen	M 3A and PS3	9 - 12, ≥30 min	
	Nitrogen Oxides & Sulfur Dioxide	M 6C, 7E and PS 2	9 - 12, ≥30 min	
	Carbon Monoxide	M 10 and PS 4A	9 - 12, ≥30 min	

**TABLE 5**  
**BILLING INFORMATION FOR EMISSION TESTING - JANUARY, 2024**

1. Hourly Time Charge Rates

<u>Classification</u>	<u>Rate/Hour</u>
Program Director (Marc Hamilton, Scott Steinsberger)	\$109.00
Sr. Projects Managers (Lee Cecchi)	\$99.00
Senior Project Managers	\$78.00
Field Team Leaders	\$68.00
Chemists	\$68.00
Junior Professionals	\$62.00
Senior Technician	\$62.00
Technicians	\$57.00

2. Time Charging

The above rates represent all of DEECO's direct salary costs, overhead, and profit. These rates are subject to periodic adjustment for merit and cost of living increases. The time charges for services performed will be the actual number of hours worked. Travel time shall be considered as work time. Time in excess of 8 hours per day will be billed at the same rate shown above. No extra rate for overtime is charged.

3. Travel, Subsistence and Other Direct Costs

Travel and subsistence expenses, materials and supplies, and out-of-pocket expenses are bill to the Client at cost. Meal per diem is \$50.00 per day. Lodging costs are variable depending on location.

4. Charges for Automobile, Trucks & Vans

<b>Vehicle Type</b>	<b>Daily Charge</b>	<b>Mileage Charge</b>
Vans	\$50.00	\$0.75 per mile
Trucks/Trailers	\$50.00	\$0.75 per mile
CEM Trailer (less than 3 monitors)	\$250.00	\$0.75 per mile
CEM Trailer (each additional monitor)	\$150.00	
Heat-traced Sample Line	\$100.00	
Method 5-type Sample Trains	\$100.00	
Modified Method 5-type Sample Trains	\$150.00	
GC/FID/ECD/TCD/FPD	\$250.00	
FTIR	\$2,000	
Extra FTIR	\$1,500	

Daily charges includes gasoline, maintenance, and insurance. Personal car mileage will be charged at the existing approved IRS rate. Travel days are charged at half of the daily charge for CEM Trailers.



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2021-0601
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 5480-21
<b>Requisition #</b>	CR 25680

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 ANALYTICAL TESTING SERVICES CONTRACT RENEWAL

**Agenda Wording**

Contract renewal 1 of 3 with Anatek Labs, Inc. (Spokane, WA) for as-needed analytical services for groundwater, leachate and other samples from Nov 1, 2023 through Oct 31, 2024 with an annual cost not to exceed \$50,000.00 plus tax

**Summary (Background)**

Testing of groundwater, leachate and other various items is a requirement for operation of the City's Waste to Energy Facility and Landfills. In July of 2021, based on their response to RFP 5480-21, Anatek Labs, Inc. was awarded a two-year contract for these services, with the option of three (3) one-year renewals. The initial contract was for \$90,000.00. This will be the first of the allowed renewals. Due to the lifetime amount of the contract of \$135,000.00, council approval is now needed.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 12,000.00
Expense	\$ 16,000.00
Expense	\$ 22,000.00
Select	\$

**Budget Account**

#	4530-45600-53748-54201
#	4530-44800-53748-54201
#	4530-44800-53748-54201
#	

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Distribution List</b>	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org
	DocuSign: Kathy Sattler, Laboratory Manager, kathy@anateklabs.com

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for analytical services for groundwater, leachate and other samples for the WTE and Landfills.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Testing of groundwater, leachate and other various items is a requirement for operation of the City's Waste to Energy Facility and Landfills. In July of 2021, based on their response to RFP 5480-21, Anatek Labs, Inc. was awarded a two-year contract for these services, with the option of three (3) one-year renewals.</p> <p>The initial contract award, from 11/1/2021 – 10/31/2023 was for \$90,000.00 (\$45,000.00 annually). This will be the first of the allowed renewals for an estimated amount not to exceed \$45,000.00. Due to the lifetime amount of the contract being \$135,000.00, City Council approval is now needed.</p>
<b>Proposed Council Action</b>	Approval of contract renewal.
<b>Fiscal Impact</b> Total Cost: <u>\$45,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.





**City of Spokane**  
**CONTRACT RENEWAL 1 of 3**  
**Title: ANALYTICAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ANATEK LABS, INC.**, whose address is 504 East Sprague Avenue, Spokane, Washington 99202, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein Company agreed to provide As Needed Analytical Services for Groundwater, Leachate and Other Samples; and*

*WHEREAS, the original Contract provided for three one (1) year renewals with this being the first of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated September 13, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on November 1, 2023 and shall run through October 31, 2024.

**3. COMPENSATION.**

The City shall pay a maximum cost not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, plus applicable sales tax, for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

**ANATEK 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.

<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)

**1st Renewal 11-1-2023 THOROUGH 10-31-2024**

Unit Testing Prices shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties

Annual estimates with no guarantee of quantity. Payment would only be for made actual services requested, performed and accepted.

Sales Tax: 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 by the City who will the applicable sales tax rate to bids.

	Test Type	Estimated Quarterly Qty (#/Qtr * 4)	Estimated Annual Qty (# Annual)	Total Estimated Qty Per Year	Standard Turnaround Time (Days)	Unit Price	Extended Price	Other Offered Turnaround Time			Comments including any method deviations, limitations, etc....				
								Standard Turnaround Time (Days)	Unit Price	Extended Price					
Groundwater & Leachate Testing	Arsenic - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Barium - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Cadmium - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Calcium - Dissolved , EPA 200.8	34		34	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00	
	Chromium - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	COD , EPA 200.8	34		34	34	30	\$33.00	\$1,122.00	15	\$66.00	\$510.00	2	\$132.00	\$4,488.00	
	Copper - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Iron - Dissolved , EPA 200.8	34		34	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00	
	Iron - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Lead - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Magnesium - Dissolved , EPA 200.8	34		34	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00	
	Manganese - Dissolved , EPA 200.8	34		34	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00	
	Manganese - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Mercury - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Potassium - Dissolved , EPA 200.8	34	2	36	30	\$12.00	\$432.00	15	\$24.00	\$540.00	2	\$48.00	\$1,728.00		
	Selenium - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Silver - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Sodium - Dissolved , EPA 200.8	32	2	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00		
	Zinc - Dissolved , EPA 200.8	32	2	34	30	\$12.00	\$408.00	15	\$24.00	\$510.00	2	\$48.00	\$1,632.00		
	Zinc - Total , EPA 200.8		7	7	30	\$12.00	\$84.00	15	\$24.00	\$105.00	2	\$48.00	\$336.00		
	Chloride , EPA 300.0	76	2	78	30	\$8.00	\$624.00	15	\$16.00	\$1,170.00	2	\$32.00	\$2,496.00		
	Fluoride , EPA 300.0		7	7	30	\$8.00	\$56.00	15	\$16.00	\$105.00	2	\$32.00	\$224.00		
	NO2/N , EPA 300.0	52	2	54	30	\$8.00	\$432.00	15	\$16.00	\$810.00	2	\$32.00	\$1,728.00		
	NO3/N , EPA 300.0	76	2	78	30	\$8.00	\$624.00	15	\$16.00	\$1,170.00	2	\$32.00	\$2,496.00		
	Sulfate , EPA 300.0	76	2	78	30	\$8.00	\$624.00	15	\$16.00	\$1,170.00	2	\$32.00	\$2,496.00		
	COD , EPA 410.4	20		20	30	\$33.00	\$660.00	15	\$66.00	\$300.00	2	\$132.00	\$2,640.00		
	Iron - Dissolved , EPA 6020	20		20	30	\$12.00	\$240.00	15	\$24.00	\$300.00	2	\$48.00	\$960.00		
	Manganese - Dissolved , EPA 6020	20		20	30	\$12.00	\$240.00	15	\$24.00	\$300.00	2	\$48.00	\$960.00		
	Zinc - Dissolved , EPA 6020	20		20	30	\$12.00	\$240.00	15	\$24.00	\$300.00	2	\$48.00	\$960.00		
	Antimony - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Antimony - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Arsenic - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Arsenic - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Barium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Barium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Beryllium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Beryllium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Cadmium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Cadmium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00		
	Calcium - Dissolved , EPA 6020 B	24	5	29	30	\$12.00	\$348.00	15	\$24.00	\$435.00	2	\$48.00	\$1,392.00		
Chromium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Chromium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Cobalt - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Cobalt - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Copper - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Copper - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Iron - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Lead - Dissolved , EPA 6020 B	44		44	30	\$12.00	\$528.00	15	\$24.00	\$660.00	2	\$48.00	\$2,112.00			
Lead - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Magnesium - Dissolved , EPA 6020 B	24	5	29	30	\$12.00	\$348.00	15	\$24.00	\$435.00	2	\$48.00	\$1,392.00			
Manganese - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Nickel - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			
Nickel - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00			

Groundwater & Leachate Testing

Groundwater & Leachate Testing

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<b>Groundwater &amp; Leachate Test</b>	Potassium - Dissolved , EPA 6020 B	24	5	29	30	\$12.00	\$348.00	15	\$24.00	\$435.00	2	\$48.00	\$1,392.00	
	Selenium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Selenium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Silver - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Silver - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Sodium - Dissolved , EPA 6020 B	24	5	29	30	\$12.00	\$348.00	15	\$24.00	\$435.00	2	\$48.00	\$1,392.00	
	Thallium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Thallium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Vanadium - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Vanadium - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Zinc - Dissolved , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	Zinc - Total , EPA 6020 B	24		24	30	\$12.00	\$288.00	15	\$24.00	\$360.00	2	\$48.00	\$1,152.00	
	TOX , EPA 9020 B	20		20	30	\$100.00	\$2,000.00	15	\$100.00	\$300.00	2	\$200.00	\$4,000.00	
	Alkalinity /Bicarbonate, SM 2320 B	61	2	63	30	\$40.00	\$2,520.00	15	\$80.00	\$945.00	2	\$160.00	\$10,080.00	
	Hardness , SM 2340 C		7	7	30	\$48.00	\$336.00	15	\$96.00	\$105.00	2	\$192.00	\$1,344.00	
	Total Dissolved Solids , SM 2340 C	24	7	31	30	\$20.00	\$620.00	15	\$40.00	\$465.00	2	\$80.00	\$2,480.00	
	Conductivity , SM 2510 B	52	2	54	30	\$10.00	\$540.00	15	\$20.00	\$810.00	2	\$40.00	\$2,160.00	
	Total Suspended Solids , SM 2540 D	24		24	30	\$15.00	\$360.00	15	\$30.00	\$360.00	2	\$60.00	\$1,440.00	
	NH3-N , SM 4500-NH3 H	76	2	78	30	\$20.00	\$1,560.00	15	\$40.00	\$1,170.00	2	\$80.00	\$6,240.00	
	TOC , SM 5310 B	76	2	78	30	\$40.00	\$3,120.00	15	\$80.00	\$1,170.00	2	\$160.00	\$12,480.00	
	Total Coliform, SM 9221 B	52	2	54	30	\$25.00	\$1,350.00	15	\$50.00	\$810.00	2	\$100.00	\$5,400.00	
	Fecal Coliform, SM 9221 E	20		20	30	\$20.00	\$400.00	15	\$40.00	\$300.00	2	\$80.00	\$1,600.00	
	<b>Groundwater &amp; Leachate Testing</b>	Method 624.1 - 7 Target VOCs (1,1,1-Trichloroethane , 1,1-Dichloroethane , Chloroform , Tetrachloroethene , Trans-1,2-Dichloroethene , Trichloroethene , Vinyl Chloride ), EPA 624.1	20		20	30	\$90.00	\$1,800.00	15	\$180.00	\$300.00	2	\$360.00	\$7,200.00
		Method EPA 8260 D - 7 Target VOCs (1,1,1-Trichloroethane , 1,1-Dichloroethane , Chloroform , Tetrachloroethene , Trans-1,2-Dichloroethene , Trichloroethene , Vinyl Chloride )	40	6	46	30	\$90.00	\$4,140.00	15	\$180.00	\$690.00	2	\$360.00	\$16,560.00
Method 8260D - 47 WAC 173-351 Appendix - Organic Constituents (see next page (or in Excel, WAC 173-351 VOC List tab/worksheet))		24		24	30	\$100.00	\$2,400.00	15	\$200.00	\$360.00	2	\$400.00	\$9,600.00	
<b>Miscellaneous Testing</b>	PCB on oil and other matrices, EPA 8082A		3	3	30	\$45.00	\$135.00	15	\$90.00	\$1,350.00	2	\$180.00	\$540.00	
	VOC on oil and other matrices, EPA 8260D		3	3	30	\$100.00	\$300.00	15	\$200.00	\$3,000.00	2	\$300.00	\$900.00	
	Varies, Other testing, % Discount off List Price		10%											

Sample Courier Provisions (if available, include logistics description and costs for such service.)

For WAC 173-351 Appendix A VOC List, see next page (or in Excel, WAC 173-351 VOC List tab/worksheet)



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/14/2023
<b>Clerk's File #</b>	OPR 2023-1243
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC DEVELOPMENT
<b>Contact Name/Phone</b>	AMANDA BECK X6414
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0650 - MFTE CONDITIONAL AGREEMENT - 516 W CORA AVE

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with West Cora LLC, for the future construction of approximately 88 units, at Parcel Number(s) 35064.3614 commonly known as 516 W Cora Ave

**Summary (Background)**

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

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

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

**Approvals**

<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	UE 11/13/23
<b>Council Sponsor</b>	CMs Stratton & Zappone
<b>Distribution List</b>	
	smacdonald@spokanecity.org
	sgardner@spokanecity.org
	rbenzie@spokanecity.org
	amccall@spokanecity.org
	tstripes@spokanecity.org
	abeck@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Teri Stripes, 509-625-6597
<b>Contact Email</b>	tstripes@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Karen Stratton, Zack Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
<b>Summary (Background)</b>	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>West Cora Multi-Family</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>8-Year Market Rate Exemption</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
<b>Proposed Council Action &amp; Date:</b>	<p><b>Approve the MFTE Conditional Agreement for the <u>West Cora Multi-Family</u> at <b>November 27, 2023 City Council Meeting.</b></b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>88 units</u></b>, at <b><u>516 W CORA AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"> <li>• Property is zoned <b><u>RMF</u></b> and the proposed use is allowed.</li> <li>• Estimated Construction Costs: <b><u>15000000</u></b></li> <li>• Located in the <b><u>North Hill</u></b> neighborhood.</li> </ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
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.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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 8

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

**Comprehensive Plan Land Use Policies:**

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and WEST CORA LLC, as “Owner/Taxpayer” whose business address is 2826 N HAVANA ST SPOKANE, WA 99217.**

### WITNESSETH:

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

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

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

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

06-25-43: A PORTION OF THE PLAT OF RESURVEY OF BLOCKS I, J, K, M, N, O, P, Q, T, U, V, W, X, Y OF WHITING'S SECOND ADDITION TO THE CITY OF SPOKANE FALLS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 30FT OF LOT 16, BLOCK 30 OF SAID PLAT, SAID CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CORA AVE; THENCE N87°36'41"E ALONG SAID NORTH RIGHT OF WAYLINE, A DISTANCE OF 50.20FT; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, S82°46'19"E 602.05FT; THENCE N02°00'00"E 465.19FT TO THE SOUTH RIGHT OF WAY LINE OF GLASS AVE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING 3 COURSES: S87°35'32"W 146.47FT; THENCE S05°06'03"W 21.55FT; THENCE S87°41'33"W 60.80FT TO THE NORTHEAST CORNER OF LOT 2, BLOCK 29 OF SAID PLAT; THENCE S02°18'26"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 94.26FT; THENCE S42°39'40"W 35.37FT TO THE SOUTH LINE OF SAID LOT 2; THENCE S87°37'46"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 444.58FT TO THE NORTHEAST CORNER OF THE AFOREMENTIONED WEST 30FT OF LOT 16, BLOCK 30; THENCE S02°30'17"E ALONG THE EAST LINE OF SAID WEST 30FT OF LOT 16, BLOCK 30, A DISTANCE OF 222.81FT TO THE POINT OF BEGINNING. (AFN 7306538)

Assessor's Parcel Number(s) **35064.3614**,

commonly known as

**516 W CORA AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Spokane Targeted Investment Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **8-year Market Rate Exemption**. as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
  - (a). 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.
4. The Owner/Taxpayer intends to construct on the site, approximately **88** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.
6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

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

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

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

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

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) 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;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used

primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree

to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

WEST CORA LLC – JAMES A. GREENUP

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Nadine Woodward

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



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

12/04/2023

<b>Date Rec'd</b>	11/14/2023
<b>Clerk's File #</b>	OPR 2023-1244
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC DEVELOPMENT
<b>Contact Name/Phone</b>	AMANDA BECK X6414
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0650 - MFTE CONDITIONAL AGREEMENT - 506 W SINTO

**Agenda Wording**  
 Multiple Family Housing Property Tax Exemption Conditional Agreement with Ministry Housing Investment Group LLC, for the future construction of approx. 9 units, at Parcel Numbers 35181.2916, 35181.2917, & 35181.2918 commonly known as 504-512 W Sinto

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

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	UE 11/13/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CMs Stratton & Zappone
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		rbenzie@spokanecity.org	
<b>Purchasing</b>		amccall@spokanecity.org	
		tstripes@spokanecity.org	
		abeck@spokanecity.org	





# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Amanda Beck, 509-625-6414
<b>Contact Email</b>	abeck@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Karen Stratton, Zack Zappone</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
<b>Summary (Background)</b>	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>506 W Sinto</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 4-11 Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
<b>Proposed Council Action &amp; Date:</b>	<p><b>Approve the MFTE Conditional Agreement for the <u>506 W Sinto</u> at the November 27, 2023 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>9 units</u></b>, at <b><u>504, 506, and 512 W SINTO AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"> <li>Property is zoned <b><u>CB-150</u></b> and the proposed use is allowed.</li> <li>Estimated Construction Costs: <b><u>2363533</u></b></li> <li>Located in the <b><u>Emerson/Garfield</u></b> neighborhood.</li> </ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
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.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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 8

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

**Comprehensive Plan Land Use Policies:**

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and MINISRTY HOUSING INVESTMENT GROUP, LLC, as “Owner/Taxpayer” whose business address is PO BOX 8605, SPOKANE, WA 99203.**

**WITNESSETH:**

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

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

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

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

**CROWDERS ADD E1/2 OF L33 &ALL OF L34-35 B3**

**&**

**CROWDERS ADD E1/2 OF L31 ALL L32 W1/2 OF L33 B3**

**&**

**CROWDERS ADD L36 B3**

Assessor’s Parcel Number(s) **35181.2917,**

commonly known as

**504, 506, & 512 W SINTO AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Spokane Targeted Investment Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**. as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as

proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

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

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

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). 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.

4. The Owner/Taxpayer intends to construct on the site, approximately 9 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

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

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

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

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

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) 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;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption

eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for



the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

MINISRTY HOUSING INVESTMENT GROUP, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Nadine Woodward

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2023-1245
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2017081
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	INTEGRATED CAPITAL MANAGEMENT
<b>Contact Name/Phone</b>	MARK PAPICH 625-6310
<b>Contact E-Mail</b>	MPAPICH@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4250 – MOA WITH NEPDA FOR FREYA TRANSMISSION MAIN

**Agenda Wording**

Memorandum of Agreement (MOA) between the City of Spokane and the Northeast Public Development Authority (NEPDA) to reimburse the City of Spokane for the design and construction of the water transmission main in Freya between Garland and Wellesley.

**Summary (Background)**

The MOA provides for reimbursement up to \$1,500,000 and establishes terms and conditions of reimbursement for design and construction costs during the project from NEPDA to the City of Spokane. (WAT-2024-1625 Freya Transmission Main, Garland Ave to Wellesley Ave)

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue \$ 1,500,000

Expense \$ 1,500,000

Select \$

Select \$

**Budget Account**

# 4250-99999-99999-33222-11078

# 4250-42300-94340-56501-11078

#

#

**Approvals**

**Dept Head** DAVIS, MARCIA

**Division Director** FEIST, MARLENE

**Finance** ORLOB, KIMBERLY

**Legal** HARRINGTON, MARGARET

**For the Mayor** JONES, GARRETT

**Council Notifications**

**Study Session\Other** PIES 11/27/23

**Council Sponsor** Bingle

**Distribution List**

ddaniels@spokanecity.org

icmaccounting@spokanecity.org

eraea@spokanecity.org

mpapich@spokanecity.org

mdavis@spokanecity.org

**Additional Approvals**

**Purchasing**

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	625-6310 & mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	MOA Between COS and NEPDA for ARP Grant Reimbursement on Freya (Garland to Wellesley)
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Spokane County awarded the NEPDA up to \$1,500,000 in ARP grant funds for reimbursement to the City of Spokane for the design and construction of the water transmission main in Freya between Garland and Wellesley.  This MOA establishes the terms and conditions of reimbursement for design and construction costs during the project from the NEPDA to the City of Spokane.
<b>Proposed Council Action</b>	Approve
<b>Fiscal Impact</b>	
Total Cost: <u>\$1,500,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: ARP Grant	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<b>What impacts would the proposal have on historically excluded communities?</b>	
Public Works services and projects are designed to serve all residents 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.	
<b>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?</b>	
N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.	
<b>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</b>	

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?**

This project is identified in the 6-Year Capital Improvement Program as well as the annual budget.

**AGREEMENT BETWEEN THE CITY OF SPOKANE  
AND THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY  
Regarding Water Transmission Line Replacement**

THIS AGREEMENT (“Agreement”) is entered into by and between the CITY OF SPOKANE, a Washington State municipal corporation, as (“City”), and NORTHEAST PUBLIC DEVELOPMENT AUTHORITY, a Public Development Authority established by the City and Spokane County pursuant to Washington State law, as (“NEPDA”), hereinafter referred to jointly as the “Parties”.

**RECITALS**

WHEREAS, On December 6, 2022, Spokane County Board of County Commissioners awarded NEPDA an allocation of up to \$1,500,000.00 from the American rescue Plan/Coronavirus State and Local Fiscal Recovery Funds (ARP/SLFRF) Project funding per the agreement attached as an exhibit hereto and entitled, “AGREEMENT No. 22ARP1190 BETWEEN SPOKANE COUNTY AND NORTHEAST PUBLIC DEVELOPMENT AUTHORITY IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD” (hereinafter referred to as the “County/NEPDA Agreement”); and

WHEREAS, the project funding allocation in the County/NEPDA Agreement is to be used to replace the existing 30” steel line between Garland and Wellesley as part of a full depth roadway reconstruction between Garland and Wellesley (Project); and

WHEREAS, the City has agreed to conduct the design work for the Project covered by the County/NEPDA Agreement, Exhibit A “Statement of Work”; and

WHEREAS, construction of the Project will be done by the contractor for the City, which was chosen through the public bidding process and is memorialized herein; and

NOW THEREFORE, the Parties agree as follows:

**AGREEMENT**

1. **BACKGROUND/SCOPE.** This Agreement provides for the reimbursement to City for the costs associated with the engineering, design and construction of the new 30” transmission main between Garland and Wellesley and to replace the existing 30” steel line between Garland and Wellesley as part of a full depth roadway reconstruction between Garland and Wellesley (“Project”). NEPDA has received an allocation of up to \$1,500,000.00 from Spokane County to be used towards the Project funding. Design work will be done by the City and the construction will be awarded to a contractor. Per paragraph 22.2 of the County/NEPDA Agreement, City, as subrecipient of the Project Funding awarded NEPDA under the Agreement, agrees to comply with the terms of the Agreement to the extent such

terms are applicable to the City. This NEPDA/City Agreement otherwise constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

2. PAYMENT. NEPDA will pay City directly towards the costs of the project. Said payment shall be made as follows:
  - A. Payment will be based on a written invoice with supporting documentation. Invoices will be generated on a quarterly basis. Within thirty (30) days of receiving the invoice, the NEPDA agrees to forward payment to City.
  - B. The Project improvements to be reimbursed shall not exceed the amount of \$1,500,000.00 as follows:
    - a. Engineering Design, Project Plans, Specifications and Estimates of \$75,000.00;
    - b. Construction Management Costs estimated at \$150,000.00; and
    - c. Construction Costs estimated at \$1,275,000.00.
3. TERM. This agreement will start in June 2023 and will terminate on December 31, 2026. This Agreement may be terminated earlier only by mutual written agreement of the Parties.
4. LIABILITY. Each Party shall be responsible for its own negligence. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Per paragraph 22.3 of the County/NEPDA Agreement, the County is not liable for claims or damages arising from subcontractor City's performance of this NEPDA/City Agreement.
5. ACCEPTANCE OF PROJECT. City will ensure the Project is properly inspected and conforms will state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by City.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
10. WAIVER OF BEACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
11. INSURANCE. City certifies that it is self-funded for its liability exposures including General Liability. City also carries excess General Liability Insurance to \$10 million. The combined assets of City's Risk is in excess of \$10 million which represents the financial security appropriate to provide payment for liability under City's self-insured layer. Should a covered loss occur, City's self-funded insurance program would respond accordingly.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City: City of Spokane  
 Mark Papich  
 Integrated Capital Management Department  
 808 W. Spokane Falls Blvd, FI 2  
 Spokane, WA 99202

With a copy to: City Attorney's Office  
 808 W. Spokane Falls Blvd, FI 5  
 Spokane, WA 99202

NEPDA: NEPDA  
 4001 North Cook St  
 Spokane, WA 99207

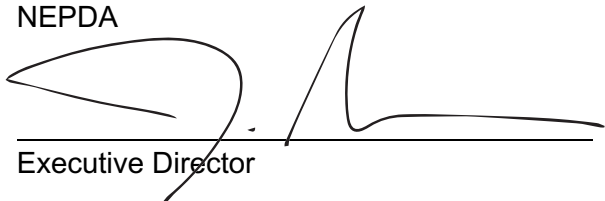
13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section 3 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.

- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance Section 4.

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

Dated: November 7, 2023

NEPDA  
  
\_\_\_\_\_  
Executive Director

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

CITY OF SPOKANE  
  
\_\_\_\_\_  
MAYOR

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Assistant City Attorney



**AGREEMENT NO. 22ARP1190 BETWEEN SPOKANE COUNTY AND  
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY IN CONJUNCTION WITH THE AMERICAN  
RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

<b>1. Contracted Firm</b> Northeast Public Development Authority 4001 N. Cook Street Spokane, WA. 99207		<b>2. Award Amount (up to)</b>  \$1,500,000.00	<b>3. Tax ID#</b>  84-1782529
<b>4. Contracted Firm Representative</b> Jesse bank, executive director Northeast Public Development Authority (NEPDA) 4001 N. Cook Street Spokane, WA. 99207 (509) 795-0290 Jesse.bank@northeastpda.org		<b>5. Spokane County Program / Contract Manager</b> Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
<b>6. UEI #</b>  T6ZKGYZ2YWJ4		<b>7. Start Date</b>  1/1/2023	<b>8. End Date</b>  12/31/2026
<b>9. CFDA #</b> 21.027 – Coronavirus State and Local Fiscal Recovery Funds		<b>10. Federal Agency:</b> U.S. Department of Treasury	
<b>11. Contract Number and Purchasing No</b>  22ARP1190 and P5001			
<b>12. Contract Purpose &amp; Description:</b> The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its’ negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.			
<b>13. IN WITNESS WHEREOF SPOKANE COUNTY and the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.</b>			
<b>FOR THE CONTRACTED FIRM:</b>		<b>FOR SPOKANE COUNTY:</b>	
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Name		_____ Name	
_____ Title		_____ Title	

**(FACE SHEET)**

**WHEREAS**, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this AGREEMENT is made pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0813 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY hereinafter known as NEPDA, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the Parties mutually agree as follows:

**1. SERVICES**

- 1.1. NEPDA shall provide those services set forth in the Scope of Work attached hereto as Attachment A and is incorporated herein by reference. Services provided by NEPDA shall be performed to the standard set by the County Representative, listed on the contract.

**2. FINANCIAL REQUIREMENTS**

- 2.1. NEPDA agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement, and the federal regulations and any executive orders commonly applicable to federal grants.

**3. TERM**

- 3.1. The term of this Agreement shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1. The Parties intend that an independent contracted NEPDA relationship will be created by this Agreement. NEPDA and/or employees, agents or any subrecipient to this contracted NEPDA performing under this Agreement are not employees or agents of the COUNTY in any manner whatsoever. NEPDA will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this Agreement nor will NEPDA make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this Agreement, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

## **5. COMPLIANCE WITH LAWS**

- 5.1. NEPDA and the COUNTY agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this Agreement, NEPDA shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:
  - 5.1.1. NEPDA must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
  - 5.1.2. NEPDA shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining NEPDA's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.
- 5.2. NEPDA shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining NEPDA's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this Agreement.
- 5.3. In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by NEPDA, the COUNTY may rescind, cancel or terminate the Agreement in whole or in part in its sole discretion. NEPDA is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

## **6. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS**

6.1. NEPDA agrees to comply with the applicable requirements of 28 CFR Part 38.

## **7. NEW CIVIL RIGHTS PROVISION**

7.1. NEPDA shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement and the COUNTY will not be responsible for determining NEPDA's compliance.

## **8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

8.1. NEPDA must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining NEPDA's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

9.1. NEPDA will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If NEPDA is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining NEPDA's compliance.

9.2. If NEPDA is required to develop an EEOP but not required to submit the EEOP to the OCR, NEPDA will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If NEPDA is awarded a grant of

\$500,000 or more and has 50 or more employees, it will submit a copy of its EEO to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- 10.1. NEPDA, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 10.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 10.1.2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgement 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;
  - 10.1.3. 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 (A)(2) of this section; and
  - 10.1.4. Have not within a three year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 10.2. Where NEPDA is unable to certify to any of the statements in this Agreement, NEPDA shall attach an explanation to this Agreement.
- 10.3. NEPDA agrees by signing this Agreement 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 the COUNTY.
- 10.4. NEPDA further agrees by signing this Agreement 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

- 10.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 10.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.
- 10.5. 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 the COUNTY for assistance in obtaining a copy of these regulations.

## 11. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 11.1. The COUNTY shall reimburse NEPDA an amount up to and not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.
- 11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. NEPDA shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 11.3. NEPDA will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- 11.4. In conjunction with each reimbursement request, NEPDA shall certify that services performed under this Agreement do not duplicate any services charged against any other grant, subgrant, or other funding source.
- 11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Agreement, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by NEPDA.
- 11.6. The pricing submitted by NEPDA and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by NEPDA in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- 11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

## **12. RECOVERY OF FUNDS**

- 12.1. Whenever, under the Agreement, any sum of money shall be recoverable from or payable by NEPDA to the COUNTY the same amount may be deducted from any sum due to NEPDA under the Agreement or under any other contract between NEPDA and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of NEPDA.

## **13. INDEPENDENT AUDIT REQUIREMENTS**

- 13.1. NEPDA shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
  - 13.1.1. NEPDA shall submit its audit report, including any “Management Letter” and/or all other correspondences referred to in the audit report, along with NEPDA’s response to the audit and a corrective action plan, if any, no later than six (6) months after the end of NEPDA’s fiscal year. NEPDA hereby consents to COUNTY’s receipt and review of the independent auditor’s working papers, upon request by the COUNTY.
  - 13.1.2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.
  - 13.1.3. If, under separate Agreement, NEPDA is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this Agreement, then compliance with the other separate Agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

## **14. SINGLE AUDIT ACT REQUIREMENTS**

- 14.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- 14.2. If NEPDA is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book)

developed by the United States Comptroller General and the OMB Compliance Supplement. NEPDA has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- 14.3. NEPDA shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted NEPDA also maintain auditable records. NEPDA is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. NEPDA must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from NEPDA all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, NEPDA must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of NEPDA's fiscal year(s):

**Heather Arnold, Grant Administrator**  
**Spokane County**  
**1116 W. Bradway Ave.**  
**Spokane WA. 99260**

- 14.6. If NEPDA claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, NEPDA must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the NEPDA's fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. NEPDA shall include the above audit requirements in any sub-contracts.
- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, NEPDA's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.



## **15. VENUE STIPULATION**

- 15.1. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the Parties arising out of this Agreement shall be the Superior Court of Spokane County, Washington. NEPDA, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

## **16. SEVERABILITY**

- 16.1. If any court of rightful jurisdiction holds any provision or condition of this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

## **17. AMENDMENTS AND MODIFICATIONS**

- 17.1. NEPDA and/or the COUNTY may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and NEPDA. No other understandings or agreements, written or oral, shall be binding on the Parties.
- 17.2. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by NEPDA of the COUNTY's notification of a contemplated change, NEPDA shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect NEPDA's ability to meet the completion dates or schedules of this Agreement.
- 17.3. If the COUNTY so instructs in writing, NEPDA shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- 17.4. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and NEPDA shall not commence work on any such change until such written amendment has been issued and signed by each of the Parties.

## **18. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

- 18.1. As required by 44 CFR Part 18, NEPDA hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of NEPDA to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, NEPDA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, NEPDA will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

## **19. PERSONNEL**

- 19.1. NEPDA represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- 19.2. All of the services required herein shall be performed by NEPDA or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- 19.3. Any changes or substitutions on NEPDA's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- 19.4. NEPDA warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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

- 20.1. Unless otherwise provided in this Agreement, NEPDA shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for NEPDA required by statute or regulation that are applicable to the Agreement performance.

**21. CONFLICT OF INTEREST**

- 21.1. No officer or employee or governing body member of the COUNTY or NEPDA exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.
- 21.2. The COUNTY may, in its sole discretion, by written notice to NEPDA terminate this Agreement if it is found after due notice and examination by the COUNTY that there is a violation of the conflict-of-interest provisions contained within this Agreement.
- 21.3. In the event this Agreement is terminated as provided in this conflict-of-interest clause, the COUNTY shall be entitled to pursue the same remedies against NEPDA as it could pursue in the event of a breach of the Agreement by NEPDA. The rights and remedies of the COUNTY 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 the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this Agreement.

**22. CONTRACTED FIRM SUB-RECIPIENT**

- 22.1. The NEPDA shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.
- 22.2. Every subcontract prepared by NEPDA regarding this Agreement shall bind the sub-recipient to follow all applicable terms of this Agreement. NEPDA shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this Agreement. NEPDA shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of NEPDA to the COUNTY for any breach in the performance of NEPDA’s duties.
- 22.3. Every subcontract written related to this Agreement shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor’s performance of the subcontract.

**23. PROCUREMENT**

- 23.1. NEPDA shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of NEPDA’s procurement policies and procedures.

**24. EQUIPMENT, REAL PROERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)**

- 24.1. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or

real property acquired using SLFRF funds shall vest in the non-Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

- 24.2. NEPDA and any non-federal entity to which NEPDA makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - 24.2.1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by NEPDA, or a recognized non-federal entity to which NEPDA has made a subaward, for which a contract, subrecipient grant Agreement, or other means of legal transfer of ownership is in place;
  - 24.2.2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in NEPDA's inventory system;
  - 24.2.3. Inventory system records shall include:
    - 24.2.3.1. A description of the property;
    - 24.2.3.2. The manufacturer's serial number, model number, or other identification number;
    - 24.2.3.3. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
    - 24.2.3.4. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
    - 24.2.3.5. The identity of the entity who holds the title;
    - 24.2.3.6. The acquisition date;
    - 24.2.3.7. The cost of the equipment and the percentage of federal participation in the cost;
    - 24.2.3.8. The location, use, and condition of the equipment at the date the information was reported; and
    - 24.2.3.9. The disposition data including the date of disposal and sale price of the property.
  - 24.2.4. NEPDA must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by NEPDA to determine the cause of the difference. NEPDA shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - 24.2.5. NEPDA shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies

including all questions of liability. Further, if applicable, NEPDA shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

- 24.2.6. NEPDA must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
- 24.2.7. NEPDA shall obtain and maintain all necessary certifications and licenses for the equipment.
- 24.2.8. If NEPDA is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Agreement end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, NEPDA shall comply with the following procedures:
  - 24.2.8.1. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, NEPDA shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
  - 24.2.8.2. For Equipment:
    - 24.2.8.2.1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
    - 24.2.8.2.2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. NEPDA shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
- 24.2.9. Records for equipment shall be retained by NEPDA for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by NEPDA until all litigation, claims, or audit findings involving the records have been resolved.
- 24.3. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- 24.4. As a subrecipient of federal funds, NEPDA shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to

any non-federal entity to which NEPDA makes a subaward of federal award funds under this Agreement.

## **25. DISPUTE RESOLUTION**

- 25.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders NEPDA unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the Parties and shall be sent to all Parties. The panel shall consist of a representative appointed by the COUNTY, a representative by NEPDA and a third party mutually agreed upon by both Parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the Parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and
- 25.2. share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the Parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

## **26. INDEMNIFICATION**

- 26.1. The COUNTY shall protect, defend, indemnify, and hold harmless NEPDA while acting within the scope of this Agreement as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless NEPDA if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of NEPDA. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 26.2. NEPDA agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). NEPDA will not be required to indemnify,

defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

26.3. The COUNTY and NEPDA agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or NEPDA while performing work authorized under this Agreement. For this purpose, the COUNTY and NEPDA, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

26.4. These indemnifications and waiver shall survive the termination of this Agreement.

## **27. SUCCESORS AND ASSIGNS**

27.1. The COUNTY and NEPDA each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor NEPDA shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

27.2. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and NEPDA.

## **28. EXECUTION AND APPROVAL**

28.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this Agreement. Only the Parties' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both Parties' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this Agreement.

## **29. LOSS OR REDUCTION OF FUNDING**

29.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and

budget or unilaterally terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to NEPDA as a "Termination for Cause" without providing NEPDA an opportunity to cure. Alternatively, the Parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

### **30. NONASSIGNABILITY**

- 30.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by NEPDA.

### **31. NOTICES**

- 31.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or NEPDA at the address set forth on the FACE SHEET of this Agreement for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

### **32. POLITICAL ACTIVITY**

- 32.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

### **33. RECORDS**

- 33.1. NEPDA agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect NEPDA's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- 33.2. NEPDA's records relating to this Agreement and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by NEPDA with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- 33.3. The records shall be made available by NEPDA for such inspection, and audit together with suitable space for such purpose, at any and all times during NEPDA's normal working day.
- 33.4. NEPDA shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. If any litigation, claim, or audit is



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

#### **34. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- 34.1. Confidential Information" as used in this section includes:
- 34.1.1. All material provided to NEPDA by the COUNTY that is designated as "confidential" by the COUNTY;
  - 34.1.2. All material produced by NEPDA that is designated as "confidential" by the COUNTY; and
  - 34.1.3. All personal information in the possession of NEPDA 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, date of birth, 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).
- 34.2. NEPDA shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. NEPDA shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. NEPDA 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, NEPDA shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. NEPDA shall make the changes within the time period specified by the COUNTY. Upon request, NEPDA shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by NEPDA against unauthorized disclosure, and NEPDA shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.
- 34.3. Unauthorized Use or Disclosure. NEPDA shall notify the COUNTY 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.

**35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

**36. PUBLICITY**

- 36.1. NEPDA agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

**37. TERMINATION FOR CONVENIENCE**

- 37.1. Notwithstanding any provisions of this Agreement, NEPDA may terminate this Agreement by providing written notice of such termination to the COUNTY's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.
- 37.2. Except as otherwise provided in this Agreement, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to NEPDA. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments pending calculation of any amounts owed NEPDA pursuant to Section No. 38 below, or prohibit NEPDA from incurring additional obligations of funds. In the event of termination, NEPDA shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**38. TERMINATION OR SUSPENSION FOR CAUSE**

- 38.1. In the event the COUNTY, in its sole discretion, determines NEPDA has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders NEPDA unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the COUNTY has the right to immediately suspend or terminate this Agreement in whole or in part.
- 38.2. The COUNTY shall, except as otherwise provided herein, notify NEPDA in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow NEPDA an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed

for cure shall not diminish or eliminate NEPDA's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows NEPDA an opportunity to cure, the COUNTY shall notify NEPDA in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the Agreement may be terminated in whole or in part.

- 38.3. The COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, pending calculation of any amounts owed NEPDA pursuant to Section No. 39 below, or prohibit NEPDA from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by NEPDA, if allowed, or pending a decision by the COUNTY to terminate the Agreement in whole or in part. In the event of termination for cause, NEPDA shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that NEPDA: (1) was not in default or material breach, or (2) failure to perform was outside of NEPDA's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

### **39. TERMINATION PROCEDURES**

- 39.1. In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, NEPDA shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the COUNTY may require NEPDA to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement.
- 39.2. If the termination is for convenience, the COUNTY shall pay to NEPDA an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of Agreement termination, in the amount agreed upon by NEPDA and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.
- 39.3. Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall

have no other obligation to NEPDA for termination. The COUNTY may withhold from any amounts due to NEPDA such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

39.4. After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, NEPDA shall:

39.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;

39.4.2. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

39.4.3. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of NEPDA under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

39.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;

39.4.5. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for NEPDA to complete any parts or portions of the Agreement not terminated by COUNTY to be completed by NEPDA; and

39.4.6. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this Agreement which is in the possession of NEPDA and in which the COUNTY has or may acquire an interest.

#### **40. WAIVER**

40.1. No conditions or provisions to this Agreement can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**41. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

41.1. NEPDA is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. NEPDA may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

**42. INSURANCE**

42.1. NEPDA shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:

42.1.1. GENERAL LIABILITY INSURANCE: NEPDA shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation(s), personal injury and fire damage.

42.1.2. AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

42.1.3. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN SPOKANE COUNTY AND NORTEAST PUBLIC DEVELOPMENT AUTHORITY, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".

42.1.4. WORKERS COMPENSATION: If NEPDA has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be NEPDA's assurance that coverage is in effect.

42.1.5. PROFESSIONAL LIABILITY INSURANCE: NEPDA shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

42.2. Any exclusion to NEPDA's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane

County Risk Management Department. NEPDA's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for NEPDA and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on NEPDA's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 42.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by NEPDA.
- 42.4. Failure of NEPDA to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 42.5. Providing coverage in the above amounts shall not be construed to relieve NEPDA from liability in excess of such amounts.

### **43. MONITORING**

- 43.1. The COUNTY will monitor the activities of NEPDA from the award date to closeout. The goal of the monitoring activities will be to ensure that NEPDA, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, NEPDA shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this Agreement. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this Agreement.
- 43.2. Monitoring activities performed by the COUNTY may include, but are not limited to:
  - 43.2.1. Review of financial and performance reports; and
  - 43.2.2. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.
- 43.3. NEPDA is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

**44. NON-SOLICITATION AGREEMENT**

44.1. Each Party understands that the other Party’s individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party’s advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party’s interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

**45. EXCUSABLE DELAYS**

45.1. NEPDA shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond NEPDA's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

**46. ANTI-KICKBACK**

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

46.2. NEPDA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for NEPDA to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or NEPDA, other than a bona fide employee working solely for NEPDA any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**47. PRECEDENCE**

47.1. Contract Documents: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

47.1.1. Modifications; and

47.1.2. This Agreement; and

- 47.1.3. The Request For Proposal P5001 ARP; and
- 47.1.4. NEPDA Response to the Request for Proposal.



**EXHIBIT A**  
**STATEMENT OF WORK**

On December 6, 2022 the Spokane Board of County Commissioners approved an allocation of up to \$1,500,000.00 to the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA) for Drinking Water: Transmission & Distribution (5.11) eligible category from the ARP/SLFRF PROJECT funding. That allocation resulted from Spokane County releasing RFP No. P5001ARP released on October 7, 2022, NEPDA was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as a successful bidder for the Transmission Line Project. The funding allocated to NEPDA will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).

Examples of the allowable expenditures include, but are not limited to:

A. CATEGORY: Water and Sewer Infrastructure: Drinking Water Transmission and Distribution

The US Treasury Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. DWSRF includes projects that, per the EPA website, “construct, improve, or repair drinking water treatment plants, fix leaky or old pipes, improve source of water supply, replace or construct water storage tanks, or protect public health.” Subcategories of DWSRF include:

- Drinking Water Treatment
- Drinking Water Transmission and Distribution
- Lead Remediation
- New Drinking Water Sources
- Drinking Water Storage
- Green Infrastructure
- Purchase of Water Systems and Interconnection of Systems
- New Community Water Systems
- Other Water Infrastructure

**NEPDA will only use the awarded Spokane County ARP funds** to install a new 30” transmission main between Wellesley and Francis, and to replace an existing 30” steel line between Garland and Wellesley as part of a full depth roadway reconstruction between Garland and Francis. This project is part of the City’s effort to increase overall resiliency and redundancy in the water systems and encourage business development within the NEPDA.

**EXHIBIT B**  
**BUDGET DETAIL**

<b>Item</b>	<b>Total</b>
Engineering Plans, Specifications, & Estimates	\$ 75,000
Construction Management	\$ 150,000
Construction Costs	\$1,275,000
<b>TOTAL</b>	<b>\$1,500,000</b>

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

**EXHIBIT C  
FFATA FORM**

Subrecipient Agency: <input type="text"/>				
Grant and Year: <input type="text"/>		Agreement Number: <input type="text"/>		
Completed by: <input type="text"/> <input type="text"/> <input type="text"/>				
		<i>Name</i>	<i>Title</i>	<i>Telephone</i>
Date Completed: <input type="text"/>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #2	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #3	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #4	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #5	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

**EXHIBIT D**  
**2 CFR Part 200 Subpart F Audit Certification Form**

Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

*Contact Information*

Subrecipient Name: \_\_\_\_\_

Authorized Chief Financial Officer: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Purpose:** As a pass-through entity of federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F**

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_.
- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_.
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number: \_\_\_\_\_.

**I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the grant agreement contract is closed.**

Signature of Authorized Financial Official: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**EXHIBIT E –**  
**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization],

\_\_\_\_\_  
[address].

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**EXHIBIT F**

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
<b>This certification is submitted as part of a request to contract.</b>			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

**Bidder or Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**EXHIBIT G**  
**REQUEST FOR PROPOSAL (RFP)**

**COPY ON FILE**

**EXHIBIT H**  
**FIRM PROPOSAL**

**COPY ON FILE**





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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2023-1246
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PUBLIC DEFENDER
<b>Contact Name/Phone</b>	NICHOLAS ANTUSH 838-5976
<b>Contact E-Mail</b>	NANTUSH@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0700 - PUBLIC DEFENDER - 2024/25 OFFICE OF PUBLIC DEFENDER GRANT ACCEPTANCE

**Agenda Wording**

Approval from Council for acceptance of the 2024-2025 Office of Public Defenders Grant (GRT24042).

**Summary (Background)**

The City of Spokane Public Defender has received grant funding to provide public defense services at daily inmate first appearance hearings and for investigative services. This grant application has been received for years and supports a position and services already budgeted for. The grant amount over two years is \$186,000.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense	\$ \$50,037
Expense	\$ \$14,963
Expense	\$ \$28,000
Select	\$

**Budget Account**

# 0700-95562-15930-51001-99999 annually
# 0700-95562-15930-52XXX-99999 annually
# 0700-95562-15930-54105-99999 annually
#

**Approvals**

<b>Dept Head</b>	ANTUSH, NICHOLAS
<b>Division Director</b>	
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	F&A Committee 11/20/2023
<b>Council Sponsor</b>	CM Wilkerson

**Distribution List**

ddaniels@spokanecity.org
shenry@spokanecity.org
kbustos@spokanecity.org
nantush@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	
<b>ACCOUNTING - GRANTS</b>	MURRAY, MICHELLE

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	PUBLIC DEFENDER
<b>Contact Name</b>	NICHOLAS ANTUSH
<b>Contact Email &amp; Phone</b>	<a href="mailto:nantush@spokanecity.org/">nantush@spokanecity.org/</a> (509) 835-5976
<b>Council Sponsor(s)</b>	CM WILKERSON
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	0700 – 2024-2025 OFFICE OF PUBLIC DEFENSE GRANT
<b>Summary (Background)</b>	<p>The City of Spokane Public Defender has received grant funding to provide public defense services at daily inmate first appearance hearings and for investigative services. This grant application has been received for years and supports a position and services already budgeted for. The grant amount over two years is \$186,000.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<b>Proposed Council Action</b>	
<b>Fiscal Impact</b>	<p>Total Cost: <u>Net Zero – Revenue &amp; Expense \$186,000 (\$93,000 in 2024 and 2025)</u></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</p> <p>Specify funding source: Washington State Office of Public Defense Grant</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) This is a re-occurring application and award from State funds; the funds cannot be used to supplant existing services.</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Indigent citizens accused of offenses will have representation at daily first appearance and resources to investigate charges.	
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; supports indigent citizens accused of offenses.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Providing legal services for indigent citizens; Improvement of Criminal Justice Services by providing improved defense services to the public.	

**Grant Agreement No. GRT24042**

**FACE SHEET**

**WASHINGTON STATE OFFICE OF PUBLIC DEFENSE**

<p><b>1. Grantee</b>                  City of Spokane                  824 North Monroe Street                  Spokane, WA 99201</p>	<p><b>2. Grantee Representative</b>                  Nick Antush                  Public Defender                  824 North Monroe Street                  Spokane, WA 99201</p>
<p><b>3. Office of Public Defense (OPD)</b>                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>	<p><b>4. OPD Representative</b>                  Geoffrey D. Hulseley                  Managing Attorney                  Office of Public Defense                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>
<p><b>5. Grant Amount</b>                  \$186,000.00</p>	<p><b>6. Grant Period</b>                  January 1, 2024 through December 31, 2025</p>
<p><b>7. Grant Purpose</b>                  The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)</p>	
<p>The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2024 and end December 31, 2025. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, C, and D.</p>	
<p><b>FOR THE GRANTEE</b></p> <hr/> <p>Name, Title</p> <hr/> <p>Date</p>	<p><b>FOR OPD</b></p> <hr/> <p>Geoffrey D. Hulseley, Managing Attorney                  Public Defense Improvement Program, OPD</p> <hr/> <p>Date</p>

## **SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT**

### **1. GRANT MANAGEMENT**

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

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

### **2. GRANT AWARD AMOUNT**

The Grantee is awarded **one hundred and eighty-six thousand dollars and 00/100 Dollars** (\$186,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January 2024 for intended use during calendar year 2024. The remaining one-half shall be disbursed to Grantee in January 2025 for intended use during calendar year 2025. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

### **3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely city or court administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

### **4. USE OF GRANT FUNDS**

- a. Grantee agrees to use the grant funds for the following:
  - i. Additional attorneys to reduce caseloads;
  - ii. Public defense representation at preliminary appearance calendars;
  - iii. Investigator and/or expert services.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee understands that the first disbursement of funds will be in calendar year 2024, and the second disbursement of funds will be in calendar year 2025. Grantee agrees that all disbursed funds will be used by the end of calendar year 2025. If Grantee is unable to use the funds by the end of calendar year 2025, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

### **5. OVERSIGHT**

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2024 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2024 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2025 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2025 using the template found in Exhibit D. Reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **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, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

## GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

### 1. 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.

### 2. AMENDMENTS

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

### 3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 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.

### 4. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

### 5. ATTORNEY'S 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.

### 6. CONFORMANCE

If any provision of this Grant 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.

### 7. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

### 8. 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.

### 9. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Washington, OPD, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

### 10. LAWS

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

**11. 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 Grant may be rescinded, canceled or terminated in whole or in part.

**12. RECAPTURE**

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

**13. RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. 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 finally resolved.

**14. 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 OPD, the Office of the State Auditor, 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.

**15. SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

**16. SUBJECT TO THE AVAILABILITY OF FUNDS**

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

**17. 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.

Exhibit A

Washington State Office of Public Defense  
Public Defense Improvement Program  
City Grant Report #1

*All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2024.*

City: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Section I: Public Defense Expenditures/Budget**

**1.1 In 2023, the city paid indigent defense expenses as follows:**

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



**1.2 For 2024, the city has *budgeted* indigent defense expenses as follows:**

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**1.3 What amount of the 2024 RCW 10.101 grant funds has been spent to date?** \_\_\_\_\_ \$ \_\_\_\_\_

**Section II: Case Assignments**

**2.1 Provide the following data for the total number of public defense cases assignments in 2023:**

*Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.*

**a. Cities using public defender agencies.**

Number of cases assigned to public defender agency (not including conflict counsel): \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of full-time-equivalent public defenders: \_\_\_\_\_

Average per-attorney caseload, if available: \_\_\_\_\_

**b. Cities using list appointments or contracts with private firms.**

Number of cases assigned to public defense attorneys: \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of attorneys with public defense contracts or on court’s appointment list: \_\_\_\_\_

## Section III: Grant Funds

<b>3.1</b> Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i> ):	
<b>3.2</b> Description of How Grant Funds Have Been Used to Date:	
<b>3.3</b> Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
<b>3.4</b> Description of Impact State Funds Have Had on Local Public Defense Services:	

## Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and attach a copy of each *current contract* in alphabetical order by attorney name. Failure to provide current contracts could result in an incomplete report.
  
- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
  
- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
  
- 4.4** Provide copies of attorneys' 2024 second quarter Certificates of Compliance.

**Table I: Public Defense Contracts and Subcontracts Currently in Effect (2024)**

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2024	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No



**Exhibit B**

**Washington State Office of Public Defense  
Public Defense Improvement Program  
City Grant Report #2**

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2024.  
Failure to timely submit this report could delay disbursement of 2025 grant funds.*

---

<b>City:</b>	
--------------	--

<b>Report Date:</b>	
---------------------	--

<b>Contact – Name/Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	

**1. As of the date of this report, the city has paid indigent defense expenses as follows in 2024:**

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**Will all 2024 grant funds be expended by the end of the calendar year?**      Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

<p><b>2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):</b></p>	
<p><b>3. Description of How Grant Funds Have Been Used in 2024:</b></p>	
<p><b>4. Plans for 2025 Grant Funds:</b></p>	
<p><b>5. Description of Impact State Funds Have Had on Local Public Defense Services</b></p>	

Exhibit C

Washington State Office of Public Defense  
 Public Defense Improvement Program  
 City Grant Report #3

*All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2025 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2025.*

<b>City:</b>	
--------------	--

<b>Report Date:</b>	
---------------------	--

<b>Contact – Name/Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	

**1. For 2025, the city has *budgeted* indigent defense expenses as follows:**

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**2. What amount of the 2025 state grant funds has been spent to date?** \_\_\_\_\_ \$ \_\_\_\_\_

<p><b>3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)</b></p>	
<p><b>4. Description of How Grant Funds Have Been Used to Date:</b></p>	
<p><b>5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)</b></p>	
<p><b>6. Description of Impact State Funds Have Had on Local Public Defense Services</b></p>	



Exhibit D

Washington State Office of Public Defense  
 Public Defense Improvement Program  
 City Grant Report #4

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2025.*

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<b>City:</b>	
--------------	--

<b>Report Date:</b>	
---------------------	--

<b>Contact – Name/Title:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Address:</b>	

**1. As of the date of this report, the city has paid indigent defense expenses as follows in 2025:**

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**Will all 2025 grant funds be expended by the end of the calendar year?**      Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

<p><b>2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):</b></p>	
<p><b>3. Description of How Grant Funds Have Been Used in 2025:</b></p>	
<p><b>4. Description of Impact State Funds Have Had on Local Public Defense Services</b></p>	



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	OPR 2023-0017
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 25707

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	KIM MCCOLLIM 6443
<b>Contact E-Mail</b>	KMCCOLLIM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1680- TRAC TSA CONTRACT EXTENSION

**Agenda Wording**

Contract extension between the City and The Salvation Army to operate the TRAC Shelter 12/18/23-4/30/24.

**Summary (Background)**

The Salvation Army has operated the TRAC Shelter for the past year and the contract extension will provide service through the winter and provide a warming space. The amendment includes warming center costs and higher number of guests at TRAC.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense	\$ 2,307,737
Expense	\$ 892,263
Expense	\$ 350,000
Expense	\$ 380,000

**Budget Account**

#	1425-88155-57215-54201-97236
#	1540-95661-65410-54201-99999
#	1910-53010-65410-54201-99999
#	0300-53011-65410-54999-99999

**Approvals**

<b>Dept Head</b>	FINCH, ERIC
<b>Division Director</b>	MCCOLLIM, KIMBERLEY
<b>Finance</b>	MURRAY, MICHELLE
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	11/27/23 PIES
<b>Council Sponsor</b>	Stratton/Cathcart

**Distribution List**

kmccollim@spokanecity.org
rculton@spokanecity.org
korlob@spokanecity.org
sbrown@spokanecity.org
dnorman@spokanecity.org
gbyrd@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	
<b>ACCOUNTING - GRANTS</b>	MURRAY, MICHELLE

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Community Housing and Human Services (CHHS)
<b>Contact Name</b>	Kim McCollim
<b>Contact Email &amp; Phone</b>	<a href="mailto:kmccollim@spokanecity.org">kmccollim@spokanecity.org</a> ; x6443
<b>Council Sponsor(s)</b>	TBD – recommend CMs Karen Stratton, Michael Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	TRAC winter extension and warming center amendment
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Extension amendment for TRAC and Salvation Army for four months (January – April 2024) and inclusion of 2023 safe air and warming center costs and budget not on the original February 2023 contract. The purpose is to ensure uninterrupted emergency shelter services through winter and allow for a new transition plan to be created in 1Q 2024 that includes wind-down and transition scope and costs. Scaled to start transition mid-month April. New effort and administration priorities are required to transition to closure and movement of people and services from May through summer.</p> <p>This amendment includes warming center costs, summer and winter surge, and higher number at TRAC consistently (low/mid 300's to high 300s daily) which results in higher variable costs (meals, laundry, portable facilities, consumables) during the winter months. The 2023 dollars are already planned/available (not a new dollar request) and just need to be added to the existing contract. Breakdown of the funding is described below:</p> <p><b>2023 Funding:</b></p> <ul style="list-style-type: none"> <li>• \$350,000 Criminal Justice</li> <li>• \$380,000 Local Dollars (Local will actually increase by \$543,000, as we are using up all our local dollars and carrying forward an additional \$163,000 in ARPA funding. This is just a shift in timing to meet the 2024 needed funding estimates)</li> </ul> <p><b>\$730,000 for 2023 Increase.</b></p> <p><b>2024 Funding:</b></p> <ul style="list-style-type: none"> <li>• \$892,263 Commerce Inflationary Fund</li> <li>• \$2,307,737 ARPA</li> </ul> <p><b>\$3,200,000 for 4 months of 2024</b></p> <p><b>Total Contract increase of \$3,930,000.</b></p>
<b>Proposed Council Action</b>	Approve amendment for limited extension
<p><b>Fiscal Impact</b></p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></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 checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p>	

Expense Occurrence     One-time     Recurring

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?  
This is a continuation of services that support our most vulnerable populations.

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?  
CMIS is the system of record for local, State, and Federal reporting

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

CMIS

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 City has prioritized homeless sheltering services especially during times of extreme weather.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 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 this certification; and
  - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

**By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.**

**Federal Funding Accountability and Transparency Act (FFATA) Certification**

**The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.**

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes  If yes, answer question 2 below.

No  If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes  If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No  If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

**The Grantee certifies that the information contained on this form is true and accurate.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**City of Spokane**  
**AGREEMENT AMENDMENT B**  
Title: TRAC Shelter Amendment

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **The Salvation Army**, whose address is 222 E Indiana Ave, Spokane, WA 99207 as (“GRANTEE”).

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Trent Resource and Assistance Center (TRAC); and*

*WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and*

*WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and*

*WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and*

*WHEREAS, additional funding has been made available under the Criminal Justice and Local Funding, Commerce Inflationary Funding and ARPA; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated January 9, 2023, 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. PERIOD OF PERFORMANCE.**

This Agreement Amendment shall become effective on November 1, 2023 and will go through April 30, 2024. April 2024 will serve as a transition month in provider and/or service levels.



**3. Amendment**

Section No. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE MILLION NINE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$3,930,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **THIRTEEN MILLION SEVENTY THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$13,070,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Attachment B – SERVICES TO BE PERFORMED, SECTION 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to three hundred and fifty adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$3,930,000.00
TOTAL	\$13,070,586

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

**GRANTEE**

**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:**

Attachment 1 – Suspension & Debarment and FFATA Certification

**AGREEMENT BETWEEN**  
**CITY OF SPOKANE ("CITY") AND The Salvation Army ("GRANTEE")**  
**IN CONJUNCTION WITH THE TRENT RESOURCE AND ASSISTANCE CENTER**

1. Grantee The Salvation Army 30840 Hawthorn Blvd. Rancho Palos Verdes, CA 90275		2. Amendment Amount \$3,930,000 Total Amount \$13,070,586		3. Tax ID 94-1156347 4. UEI# LEAD00FNL8M8	
5. Grantee's Program Representative Cynthia Foley 222 E. Indiana Ave Spokane, WA 99207 NA <a href="mailto:Cindy.Foley@usw.salvationarmy.org">Cindy.Foley@usw.salvationarmy.org</a>			6. City's Program Representative Adam Schooley 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6053 <a href="mailto:aschooley@spokanecity.org">aschooley@spokanecity.org</a>		
7. Grantee's Contract Representative Cynthia Foley 222 E. Indiana Ave Spokane, WA 99207 NA <a href="mailto:Cindy.Foley@usw.salvationarmy.org">Cindy.Foley@usw.salvationarmy.org</a>			8. City's Contract Representative Eric Finch 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6455 <a href="mailto:efinch@spokanecity.org">efinch@spokanecity.org</a>		
9. Grantee's Financial Representative Jill Moffat, Finance Assitant Controller 111 Queen Ave. N Seattle, WA 98109 206-281-1266 NA			10. City of Spokane Internal Items TRAC SHELTER 000768		
11. Grantor Award # N/A		12. Start Date 11/1/2023		13. End Date 4/30/2024	
14. Federal Funds See Next Page		CFDA # See Next Page	Federal Agency See Next Page	Program Title See Next Page	
15. Total Federal Award See Next Page		16. Federal Award Date See Next Page		17. Research & Development? N/A	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Indirect Cost Rate 25.50%		
			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdicion <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

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

12/04/2023

<b>Date Rec'd</b>	11/15/2023
<b>Clerk's File #</b>	OPR 2023-1249
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2023-0019
<b>Project #</b>	
<b>Bid #</b>	RFQ 5897-23
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC DEVELOPMENT
<b>Contact Name/Phone</b>	COLIN QUINN- X6804 HURST
<b>Contact E-Mail</b>	CQUINNHURST@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0650 - WEST CENTRAL INFRASTRUCTURE PROJECT

**Agenda Wording**

Contract with Kittelson & Associates, Inc. to conduct the West Central Infrastructure Project for public infrastructure improvements in the West Central Neighborhood.

**Summary (Background)**

This is a contract with Kittelson & Associates, Inc. to assess needs, conduct economic impact analysis, engage residents, and develop project concepts for public infrastructure and multi-modal right-of-way improvements in the West Central Neighborhood.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ \$300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 3501- 36230-42300-54201-99999

#

#

#

**Approvals****Dept Head** GARDNER, SPENCER**Division Director** MACDONALD, STEVEN**Finance** ORLOB, KIMBERLY**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** UE 01/30/23, Council 02/27/23**Council Sponsor** CM Zappone, CM Stratton**Distribution List**

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rbenzie@spokanecity.org

amccall@spokanecity.org

nzollinger@spokanecity.org



City of Spokane  
**CONSULTANT AGREEMENT**  
**Title: WEST CENTRAL**  
**INFRASTRUCTURE PROJECT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **KITTELSON & ASSOCIATES, INC.**, whose address is 202 East Spokane Falls Blvd., Suite 303, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide the Planning and Design Services of the West Central Infrastructure Project, and*

*WHEREAS, the Consultant was selected from a Request for Qualifications No. 5897-23 issued by the City.*

*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 November 8, 2023, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the Parties.

**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 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 **TWO HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FOURTEEN AND NO/100 DOLLARS (\$266,814.00)**, 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 Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **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](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

With respect to professional services, the Consultant shall indemnify, and hold the City and its officers and employees harmless from damages, liabilities, judgments or costs, including reimbursement of reasonable attorney's fees and litigation costs, to the extent such damages, liabilities, judgments or costs are caused by the Consultant's negligent acts, errors, omissions or willful misconduct in the performance of this Agreement. The Consultant's obligation to indemnify and hold harmless the City and its officers and employees does not include a duty to defend.

With respect to liability other than that arising out of professional services, the Consultant shall defend, indemnify and hold harmless the City, its officers and employees from damages, liabilities, judgments, or costs, asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or other tortious acts under this Agreement, including reasonable attorneys' fees and litigation costs.

Nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from damages, liabilities, judgments or costs based upon the negligence of the City, its agents, officers, and employees. If such damages, liabilities, judgments or costs are caused by or result 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 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 or 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.

**KITTELSON & ASSOCIATES, 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:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Scope of Work

**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.

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



**EXHIBIT B**

# WEST CENTRAL

## SCOPE OF WORK

### CONSULTANT TEAM

- Kittelson and Associates, Inc. (Kittelson)
- Cascadia Partners (Cascadia)
- Coffman Engineers (Coffman)
- SPVV Landscape Architects (SPVV)

# CODESIGN TEAM

## CO-DESIGN TEAM COMMUNICATION FRAMEWORK

*The City project manager will provide regular, direct communication with Kittelson's project manager as well as final direction for the team.*



### PROJECT MANAGEMENT TEAM (PMT)

City Project Manager with representatives from:

- The City Planning and Economic Department
- The City Integrated capital Management Department (ICM)
- REACH West Central
- West Central Neighborhood Council (WCNC)
- West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC)

The PMT will attend bi-weekly meetings covering project status, coordination items, and key outcomes from outreach efforts.



### PUBLIC ADVISORY COMMITTEE (PAC)

Established with input from PMT to include:

- Residents
- Businesses
- Property owners
- Neighborhood agencies
- Non-profit organizations

The PAC will participate in collaborative work sessions that solicit local expertise and inform decisions. They will also meet to review draft deliverables and report back on how their input was incorporated.



### TECHNICAL ADVISORY COMMITTEE (TAC)

Established with input from PMT to include:

- Spokane Transit Authority
- Spokane County
- Spokane Regional Transportation Council
- Staff representatives from City department

The TAC will meet at key project milestones to provide technical guidance and review deliverables.

#### THE NEIGHBORHOOD

*We aim to reach as many people as possible by attending local events or other areas where people are already congregating, like transit stops and the community center. We will establish shared values and identify opportunities and barriers; garner feedback on proposed projects; and report back on how we incorporate their input.*

#### OTHER AGENCIES

*This will include developers and work groups. We will engage these people as necessary to share specific technical information and inform the PAC and TAC.*

#### DECISION-MAKING BODIES

*This includes the Neighborhood Project Advisory Committee, who will receive updates at key milestones as determined by the PMT.*

## KEY ASSUMPTIONS

- The project will be 18 months in duration.
- All work sessions will be hybrid (in-person with virtual option).
- The TAC will be invited to attend regular monthly meetings with the PMT at key milestones (called out under relevant tasks).
- PAC work sessions will be 2 hours in length.
- Utility and landscape assessments will only be conducted for the 8 to 12 concept designs as a level necessary to complete the 10% concept design.
- City will coordinate with Developer Services, Water Department, and Sewer Department to provide existing utility information (such as age, material, estimated condition) and as-built plans only within the estimated concept design limits.
- City will reserve rooms and pay any fees for in-person work sessions.

## TASK 1 – PROJECT MANAGEMENT

**Task Purpose:** Adhere to schedule and budget and verify deliverables are meeting the needs of the community.

**Kick Off Meeting.** Consultant will prepare for and conduct a two-hour in-person kickoff meeting with the Project Manager and PMT. At that meeting Consultant will:

- Review and refine co-design process workflow and schedule.
- Define project limits/priority area
- Define rolls and responsibilities
- Identify members for the PAC and TAC

**Work Plan/Schedule.** Consultant will develop a work plan using an on-line scheduling system (Smartsheet) that identifies critical project milestones including review periods, task leads, percent complete, and any comments. The Work Plan will be developed using an on-line scheduling tool (Smartsheet) that allows all team members access to monitor progress and add comments. The work plan will be maintained and updated as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the PMT as soon as Consultant is aware that they may need to occur.

**Contract Administration.** Consultant will hold hour long, monthly check ins with PMT covering project status, deliverables, coordination items, and key outcomes. Consultant will provide monthly invoices and progress reports to the City Project Manager.

### Task 1 Deliverables:

- Kickoff meeting agenda, materials, and meeting notes.
- Draft and final work plan/schedule
- Emailed agendas and action items for PMT calls (18 – 1 per month – 18 months)
- Monthly invoices and progress reports (18)

## TASK 2 – COMMUNITY AND STAKEHOLDER ENGAGEMENT

### Task 2.1 Public Involvement Plan

Consultant will develop a Public Involvement Plan (PIP) that includes activities that are commensurate with the resources available for this task. The PIP will include:

- A summary of the most recent demographic data from the US Census and the SRTC Regional Equity Index.
- A matrix identifying the types of stakeholders that will be involved in the project, their roles and responsibilities, and their anticipated levels of involvement
- Communication framework
- Engagement tools/activities and objectives for each type of engagement
- Identification of partnership opportunities with community organizations, community leaders, and other partner agencies
- Equity and social justice considerations

As part of the PIP, Consultant will develop and maintain a contact/comment database in Excel. The database will be used to distribute project information and document comments

received on the project. It will be searchable based on key characteristics including comment source, contact information, comment type, response, and locality.

Consultant will present Draft PIP to the PAC at a work session for feedback. The feedback will be incorporated into a Final PIP.

### **Task 2.2 – In-Person and Virtual Engagement**

The scope of work includes three community outreach events. Final outreach and engagement strategies will be selected in consultation with the PMT as part of the PIP and will be commensurate with the resources available.

- **Community Charrette #1.** The purpose of this event will be to share key findings from the Draft Preliminary Engineering Report. This will facilitate community consensus around project locations, design element selection, and project prioritization.
- **Community Outreach Event #2.** The purpose of this event is to report back to the community on how their comments are reflected in the refined list of potential TIF projects and locations based on feedback gathered during the charrette. The community will help prioritize projects informed by findings from the Development Feasibility Analysis.
- **Outreach Event #3.** The purpose of this event is to share draft conceptual design packages of priority projects to gather feedback and help refine final concepts.

To support the selected in-person and hybrid activities, Consultant will develop the following or their equivalent:

- **Community Charrette #1**
  - Draft and Final GIS-based Story Map with feedback forms for posting to relevant PMT, PAC and TAC websites and sharing with the community
  - Draft and Final Display Boards/Meeting materials
  - Draft and Final Interactive Map for community to identify “locations” of concern
  - Draft and Final Feedback Form/Survey – electronic and paper version
  - Draft and final social media post (1) for PMT, PAC, and TAC to use to advertise outreach events
  - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
  - Logistics for and attendance at two (2) existing community events or pop-up events or the equivalent (2 hours each)
  - Draft and Final meeting summary
  - Draft and Final meeting summary
- **Community Outreach Event #2**
  - Draft and Final GIS-based Story Map with feedback forms for posting to relevant PMT, PAC and TAC websites and sharing with the community
  - Draft and Final Display Boards/Meeting materials
  - Draft and Final Interactive Map for community to identify “locations” of concern
  - Draft and Final Feedback Form/Survey – electronic and paper version
  - Draft and final social media post (1) for PMT, PAC, and TAC to use to advertise outreach events
  - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
  - Logistics for and attendance at two (2) existing community events or pop-up events or the equivalent (2 hours each)
  - Draft and Final meeting summary

- Draft and Final meeting summary
- **Community Outreach Event #3**
  - Updated Draft and Final GIS-based Story Map for posting to relevant PMT, PAC and TAC websites and sharing with the community
  - Draft and Final Feedback Form – electronic and paper version
  - Draft and Final Display Boards/Meeting materials
  - Draft and final social media posts (1) and press release PMT, PAC and TAC members to use to advertise outreach events
  - Draft and final PowerPoint Presentation for use at outreach events
  - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
  - Logistics for and attendance at two (2) existing community events or pop-up meetings or the equivalent (2 hours each)

Consultant will provide a draft and final summary for each round of community engagement, highlighting key findings, for posting on the PMT, PAC and TAC relevant web page and electronic distribution.

### **Task 2 Deliverables**

- Draft and final PIP
- Meeting agenda, presentation, and summary for one work session
- Draft and final StoryMap (3 - one for each engagement phase)
- Draft and Final Display Boards/Meeting materials (3 – one for each engagement phase)
- Draft and final Survey
- Draft and final media posts (3)
- Draft and final PowerPoint Presentation for use at outreach events (3 - one for each engagement phase)
- Draft and final Fact Sheet (3- one for each engagement phase)
- Draft and final engagement summaries (3- one for each engagement phase)

## **TASK 3 – PRELIMINARY DESIGN REPORT**

### **Task 3.1 Existing Conditions**

Consultant will summarize the planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

Consultant will gather readily available demographic, land use, traffic, roadway, and crash data provided by the City for the study area. No new traffic counts will be collected. Using GIS, Consultant will develop the transportation network and conduct a high level multimodal technical analyses based on the data and aerial photography to include:

- A summary of available crash data (by mode of travel) by frequency and rate, highlighting locations with notable safety issues and identifying potential crash patterns and trends.
- A matrix of West Central streets including traffic volumes (daily and key peak periods), vehicle classifications, street widths, and speed limits, to the extent is available.

- Key destinations that generate pedestrian/bicycle volumes, especially for vulnerable users (older adults and children)
- Transit routes
- Sidewalks
- Overview of existing utilities and stormwater facilities in areas limited to identified concept designs. Includes site visit to each conceptual design site, research of City GIS database, review of City as-builts, and limited coordination with City Utility Departments and identified private utility purveyors.
- Overview of landscaping in area

### ***Task 3.2 Evaluation Criteria***

Consultant will develop a set of evaluation criteria to facilitate project selection and prioritization. The first set of criteria will be “fatal flaw” evaluation criteria that can efficiently rule out projects that aren’t feasible and help manage community expectations, which will let the team focus on projects that can be built. Example criteria might include:

- Does not meet community goals.
- Requires significant private property acquisition.
- Requires significant utility relocation.
- Doesn’t accommodate existing or future traffic.
- Creates an unsafe condition.

Remaining projects would then go through a more refined set of evaluation criteria that will be used to inform the alternative selection and project prioritization process. Criteria is expected to be a mix of quantitative and qualitative metrics related to:

- Connectivity key destinations.
- Level of stress (LTS) scores.
- Crash history.
- Roadway characteristics, such as traffic volumes and speed.
- Utilities.
- Drainage.
- Landscaping/Placemaking.
- Constructability.
- Planning-level costs.
- Operation and maintenance costs (i.e., landscaping, green infrastructure, signage, striping, and snow removal).
- Community support.

Key findings from the existing conditions analysis and the draft criteria will be reviewed at the regular PMT monthly meeting and the TAC will be invited to attend. There will also be a work session with PAC following the joint PMT/TAC meeting. Feedback from these work sessions will be used to refine finalize evaluation criteria.

### ***Task 3.3 Develop the West Central Design Toolbox***

Consultant will develop a Design Toolbox that will provide a menu of typical traffic calming and landscape elements that could be incorporated into a project. The menu of options will identify

the problem each “tool” addresses and outline its “pros” and “cons.” A joint work session will be held with PMT/TAC during the regular monthly meeting on the draft toolkit before it is finalized.

### ***Task 3.4 Initial Project List***

An initial list of projects will be developed based on information from the existing conditions analysis that identifies areas with contributing risk factors and projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032). A work session with PAC will be held to refine the initial project list.

### ***Task 3.5 Preliminary Design Report***

The Preliminary Design Report will compile previous tasks into a summary narrative with a matrix of recommended projects. Draft visualizations including maps, illustrations, and diagrams will be used to support communication with community members. The Draft Design Report will be used to begin conversations with the public as part of the Community Charrette #1 to review proposed projects and identify additional projects that should be considered.

Based on the community feedback from Charrette #1, the Consultant will conduct a field visit of up to 12 project locations, inviting members from the PMT, PAC, TAC. Consultant will prepare a checklist for the field review to document observations, challenges, and opportunities that could affect the design and implementation of any recommendations. Consultant will prepare a summary map of existing issues at each project area with pavement markings, signs, gaps in sidewalks, missing wheelchair ramps, utility, drainage, and landscape related concerns for use in refining the project list and to inform Concept Design packages.

The monthly meeting with the PMT will be used to refine the project list for the final Preliminary Design Report.

### ***Deliverables***

- Draft Preliminary Design Report including initial list potential project locations and types
- Design Elements Toolbox
- Final Preliminary Design Report including refined list of potential projects

## ***TASK 4—DEVELOPMENT FEASIBILITY ANALYSIS***

Consultant will lead a development feasibility and impact analysis to determine the market response and relative economic impact of potential projects identified in the Preliminary Design Report. The analysis will include:

- A literature review to understand the property value impacts of various public infrastructure investments.
- Up to five (5) interviews with local developers or general contractors to better understand market conditions, development and construction costs, and the impacts that certain types of infrastructure or project locations have had on the value of nearby properties.
- Three (3) investment scenarios. Based on the anticipated property value impacts identified, Consultant will estimate the impact of the public investments on local property values and the subsequent impact of changed property values on redevelopment potential, likely in the form of a residual land value analysis. Such an analysis will combine information like parcel sizes, development standards, allowed uses, property values, and construction costs



as well as estimate the residual land value remaining following redevelopment, with higher values meaning higher redevelopment pressure. The redevelopment analysis will yield information about the number of workers, residents, and new public and private investment that could result from each investment scenario. Using these outputs, Consultant will run each scenario through an input-output model, such as the Bureau of Economic Analysis (BEA) Regional Input-Output Modeling System (RIMS II).

- A fiscal revenue analysis to determine potentially increased tax revenue based on assumed levels of redevelopment and creating new taxable property value. This information will be presented in a "report card" for each of the three scenarios, communicating its performance across the analyses in a visual format that can be shared with a variety of audiences.
- A list of criteria by which to score development scenarios. These criteria will be used in tandem with the outputs from the economic impact, redevelopment, and fiscal revenue analysis. The intent of this approach is to analyze potential projects, not just against their impact on redevelopment potential, but also in terms of their impact on equitable development concerns.

Information will be presented as part of the Community Engagement Event #2 to assist with the project prioritization process.

A joint work session with the PMT, PAC and TAC (in addition to the regular monthly meeting) will be held to prioritize projects.

#### **Deliverables**

- Draft and Final Development Feasibility Analysis

### ***Task 5 Draft and Final Concept Design Packages***

Consultant will develop conceptual design packages for the top 8 to 12 priorities. The final number of conceptual design packages may vary slightly based on the complexity and extent of the top-ranked projects and be commensurate with the resources available for this task. Kittelson will prepare a horizontal concept plan (10% detail) using aerial photography as the base map for each improvement. The 10% concept will include a brief narrative and proposed improvements within the right of way, landscaping, utility notes, and drainage features at a level sufficient detail to provide planning-level opinion of cost estimates for each project, or grouping of projects, for incorporation into the City's Capital Facilities Plan and Six-Year Comprehensive Streets Program.

Consultant will lead a joint PMT/TAC joint work session during the regular monthly meeting to review draft conceptual design packages before finalizing.

#### **Deliverables**

- Draft and Final Conceptual Design Packages with planning level cost estimates and narratives

## **TASK 6—PRESENTATIONS, REPORT, AND FINAL DELIVERABLES**

Kittelton will compile all previous deliverables into a concise public facing document, the Community Vision Report, with technical appendices. This report will convey the community's needs, with the intent to direct TIF money to these needs and communicate the importance to public representatives. It will also include next steps and strategies for implementing various recommendations with proposed timelines and identification of who should be responsible for each item or whose coordination is critical. Graphics and maps will clearly convey key findings from the analysis and project recommendations. The report will also include a summary of other potential funding opportunities to help accelerate implementation.

Consultant will develop a preliminary draft for review by the PMT during the regular monthly meeting. Based on feedback, a public review draft will be released. During the regular monthly meeting, a joint work session with the PMT and PAC will be held to review public comments prior to finalizing the report.

### ***Deliverables***

- Preliminary Draft
- Public Review Draft Report
- Final Report
- Draft and Final Presentation Materials
- Project Close Out Files (all files in Microsoft Word, Microsoft Excel, Adobe PDF, and CAD, as applicable)

Project Name: West Central  
 Project Manager: Wende Wilber  
 KAI Project Number:  
 Date: October 9, 2023

**LABOR ESTIMATE - West Central**

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Foster, Nick	Semier, Conor	Gross, Nick	Wisner, Fred	Davies, Anthony	Parrish, Corrie	Rhyne, Steven	Marks, Jennifer	Milacek, McKenna	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS	WLW	NMF	CMS	NHG	FSW	ARD	CNP	SJR	JZM	MSM		
<b>001 Project Management</b>															
	<i>Kick Off Meeting (2 hours - In person)</i>			4					3	2			4	13	\$2,875
	Work Plan/Schedule and updates			1						2			2	5	\$1,045
	<i>Monthly Check Ins PMT (hybrid) - 1 hour Meetings with Agenda and Action Item Summary</i>			18			4			4			32	58	\$12,130
	Monthly Progress Reports (18)		2	9										11	\$3,215
	Reimbursable Expense														\$10,813
	Task #001 - Subtotal		2	32	0		4	0	3	8	0	0	38	87	\$30,078
<b>002 Community and Stakeholder Engagement</b>															
	<b>2.1 Public Involvement Plan</b>														
	Draft Plan			0.5						1				1.5	\$358
	<i>Work Session with PAC - 2 hours</i>			3								3		6	\$1,350
	Final Plan									1				1	\$215
	Contact and Comment Database Set Up and Maintenance													0	\$0
	<b>Engagement Activities</b>													0	\$0
	<b>Event #1</b>													0	\$0
	StoryMap/Interactive Map and Display Boards			1						1	8			10	\$2,020
	Draft and Final Surveys (1)			0.5						1			2	3.5	\$688
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5										0.5	\$143
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary			0.5						1			4	5.5	\$1,018
	<b>Event #2</b>													0	\$0
	StoryMap and Display Boards			1							2		2	5	\$995
	Draft and Final Comment Form (1)									2				2	\$430
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5						1				1.5	\$358
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary									2			4	6	\$1,090
	<b>Event #3</b>													0	\$0
	StoryMap and Display Boards			1						2	2		2	7	\$1,425
	Draft and Final Comment Form (1)									1				1	\$215
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5						1				1.5	\$358
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary									2			4	6	\$1,090
	Reimbursable Expense														\$38,125
	Task #002 - Subtotal		0	33	0		0	0	0	19	12	0	45	109	\$61,320
<b>003 Preliminary Design</b>															
	<b>Existing Conditions</b>														
	Data Gathering										2		6	8	\$1,370
	Analysis						4		6		12		24	46	\$8,390
	<b>Evaluation Criteria</b>														
	Draft Evaluation Criteria			1			2						2	5	\$1,045
	Draft and Final PowerPoint			1									4	5	\$945
	Work Session with PAC			3					3				3	9	\$1,995
	<b>Design Toolbox</b>														
	Draft Toolbox - Traffic calming and landscape elements				2		2		2	2	8		8	24	\$4,700
	Final Toolbox			1			1				4		4	10	\$1,920
	<b>Initial Project List</b>														
	Project List			1			2		2	2			6	13	\$2,565
	<i>Work session PAC</i>			3			2		3					8	\$1,930
	<b>Preliminary Design Report</b>														
	Draft Preliminary Design Report		2	2	2		2		4	4	16		32	64	\$12,180
	Neighborhood Walk Checklist						1			2			2	5	\$975
	Neighborhood Walk (12 project locations)			8					8				8	24	\$5,320
	Final Preliminary Design Report			1			2		2	3	8		16	32	\$5,950
	Reimbursable Expense														\$28,456
	Task #003 - Subtotal		2	21	2	2	18	0	30	13	50	0	115	253	\$77,741

**LABOR ESTIMATE - West Central**

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Foster, Nick	Semler, Conor	Gross, Nick	Wisner, Fred	Davies, Anthony	Parrish, Corrie	Rhyne, Steven	Marks, Jennifer	Milacek, McKenna	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS	WLW	NMF	CMS	NHG	FSW	ARD	CNP	SJR	JZM	MSM		
<b>004</b>	<b>Development Feasibility Analysis</b>														
	Literature review													0	\$0
	Interviews (5)			5										5	\$1,425
	Investment Scenarios													1	\$215
	Redevelopment and Fiscal Revenue Analysis													1	\$215
	Draft Development Feasibility Analysis			1										2	\$500
	Joint Work Session with PMT/PAC/TAC			3										3	\$855
	Final Development Feasibility Analysis													1	\$215
	Reimbursable Expense														\$28,950
	Task #004 - Subtotal		0	9	0	0	0	0	0	4	0	0	0	13	\$32,375
<b>005</b>	<b>Concept Design Package</b>														
	Draft Concepts			1		2	8	2	8	2	24		32	79	\$15,055
	Final Concept								2	2	12		24	40	\$7,100
	Reimbursable Expense														\$14,069
	Task #005 - Subtotal		0	1	0	2	8	2	10	4	36	0	56	119	\$36,224
<b>006</b>	<b>Report</b>														
	Preliminary Draft Report			2	2		2	2	4	4	8	16	24	64	\$11,580
	Draft and Final Presentation			1						1			4	6	\$1,160
	Public Review Draft			1			1		1	2	6	4	12	27	\$4,865
	Final Report			1					1	2	6		12	22	\$4,050
	Project Close out										1		1	2	\$355
	Reimbursable Expense														\$7,066
	Task #006 - Subtotal		0	5	2	0	3	2	6	9	21	20	53	121	\$29,076

	TOTAL HOURS	LABOR RATE	LABOR COST											TOTAL HOURS	TOTAL LABOR
	4			4	4	33	4	49	57	119	20	307		702	\$139,335
	\$325.00	\$285.00	\$245.00	\$285.00	\$215.00	\$245.00	\$215.00	\$215.00	\$215.00	\$190.00	\$150.00	\$165.00			
	\$1,300	\$28,785	\$980	\$1,140	\$7,095	\$980	\$10,535	\$12,255	\$22,610	\$3,000	\$50,655				

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

<b>TOTAL REIMBURSABLES</b>	
\$127,479	
<b>TOTAL KAI FEES</b>	
\$266,814	

**The Request for Qualifications and winning proposal is included below for reference.**



CITY OF SPOKANE - PURCHASING  
 808 W. Spokane Falls Blvd.  
 Spokane, Washington 99201-3316  
 (509) 625-6400

# REQUEST FOR QUALIFICATIONS

<p><b><u>RFQu NUMBER:</u> 5897-23</b></p> <p><b><u>RFQu TITLE:</u> West Central Infrastructure Project</b></p> <p><b><u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</b></p> <p><b><u>PRE-PROPOSAL CONFERENCE:</u> THURSDAY, JUNE 22, 2023      <u>TIME:</u> – 10:30 A.M.</b></p> <p><b><u>QUESTION DEADLINE:</u> MONDAY, JULY 10, 2023</b></p> <p style="text-align: center;"><b><u>TIME:</u> 1:00 P.M.</b></p>	<p><b><u>PROPOSAL DUE DATE:</u> MONDAY, JULY 24, 2023</b></p> <p style="text-align: center;"><b><u>TIME:</u> 1:00 P.M.</b></p> <p><b><u>PROPOSAL SUBMITTAL:</u></b>        All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:  <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
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## TABLE OF CONTENTS

1. GENERAL INFORMATION.....	2
1.1 PRE-PROPOSAL CONFERENCE.....	2
1.2 COMMUNICATION .....	2
1.3 PURPOSE AND BACKGROUND .....	2
1.4 MINIMUM QUALIFICATIONS .....	3
1.5 CONTRACT PERIOD .....	3
1.6 ADDENDA.....	3
1.7 TERMS AND CONDITIONS.....	3
1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES .....	3
1.9 DEFINITIONS .....	4
2. SCOPE OF SERVICES.....	4
2.1 SCOPE OF SERVICES SUMMARY.....	4
2.2 SCOPE OF SERVICES .....	5
3. PROPOSAL CONTENT.....	8
3.1 PREPARATION OF PROPOSAL .....	8
3.2 LETTER OF SUBMITTAL .....	8
3.3 TECHNICAL PROPOSAL.....	9
3.4 MANAGEMENT PROPOSAL.....	9
4. PROPOSAL SUBMISSION AND EVALUATION .....	10
4.1 SUBMISSION OF PROPOSALS.....	10
4.2 EVALUATION PROCEDURE .....	10
4.3 EVALUATION SCORING .....	11
4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT .....	11
5. RFQu ATTACHMENTS .....	11

# 1. GENERAL INFORMATION

## 1.1 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled to be held on **Thursday, June 22, 2023 at 10:30 a.m., local time, at City Hall, 808 W. Spokane Falls Blvd, Spokane, WA 99201 on the first floor in the Tribal Conference room or virtually via MS Teams, login information below.** All prospective Proposers should attend; however, attendance is not mandatory.

**Here are the links to attend virtually:**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 273 070 262 415

Passcode: 3mVHDx

**Or call in (audio only)**

[+1 323-618-1887,,550767598#](tel:+13236181887550767598) United States, Los Angeles

Phone Conference ID: 550 767 598#

Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

## 1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

## 1.3 PURPOSE AND BACKGROUND

The City of Spokane, through its Planning and Economic Development Department (hereinafter "City"), initiates this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from a Firm (Consultant Team) to provide expertise in support of the planning and design of infrastructure improvements in the West Central Neighborhood portion of the West Quadrant Tax Increment Finance District (WQTIF).

This project carries out the priorities identified for the WQTIF district in originating legislation, Ordinance C34032 in 2007 and Ordinance C35870 in 2020, guided by the West Central Neighborhood Council, REACH West Central, and the WQTIF Neighborhood Project Advisory Committee (hereinafter "NPAC").

To address the West Central Neighborhood's condition as one of the most impoverished in Spokane and the State of Washington, the City of Spokane created the WQTIF district in 2007 to raise funds for public infrastructure and community development projects. The founding legislation authorized a

series of projects focused on streetscape improvements, traffic calming, and utility upgrades designed to support economic development within the district.

In 2009, West Central residents formed the West Central Planning Group to develop the West Central Neighborhood Action Plan, with the purpose of carrying out the neighborhood improvement projects identified by the WQTIF. In April 2022, the NPAC voted to expend WQTIF funds on this project to determine the feasibility and design of infrastructure improvements. Spokane City Council voted on and passed this funding proposal on February 27, 2023.

Through this RFQu, the City requests assistance to carry out a community-guided “co-design” process to identify and prioritize streetscape, street safety, and public space improvements within the WQTIF. The proposed participatory approach centers community members and project stakeholders, including representatives of community organizations, local business, and faith institutions, in the development of project concepts.

Each project concept will address selected intersections and corridor segments within the public right-of-way, focusing on improvements such as sidewalk enhancements, crosswalk treatments, bump-outs or curb extensions, street trees and landscaping, street furniture, benches, bus shelters, pedestrian lighting, and bicycle infrastructure. Each project concept will identify opportunities to coordinate with future underground water and sewer utility upgrades.

#### **1.4 MINIMUM QUALIFICATIONS**

The selected Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of five (5) years of experience in:

- Neighborhood-scale urban design and transportation planning, and
- Traffic engineering and civil engineering design work.

#### **1.5 CONTRACT PERIOD**

Any contract resulting from this RFQu will be 2 years. Contract is renewable upon mutual agreement.

#### **1.6 ADDENDA**

It is the responsibility of Proposers to check the City of Spokane’s online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

#### **1.7 TERMS AND CONDITIONS**

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

#### **1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Question deadline	July 10, 2023 – 1:00 p.m.
Proposals due	July 24, 2023 – 1:00 p.m.
Evaluation, Negotiation, and Award	August, 2023
Begin contract work	August - September, 2023

The City reserves the right to revise the above schedule.



## 1.9 DEFINITIONS

Definitions for the purposes of this RFQu include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

**Firm** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQu)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES SUMMARY

This scope of work is yet to be developed into a final version, and some of the responsibilities of the Firm in sections may be shifted in whole or in part to the City to address budget constraints, best utilize Firm resources, and maintain overall project effectiveness and integrity. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of the Firm. The final scope of this contract work will be based on the Scope of Services provided here with flexibility during contract work to transfer tasks from the Firm to the City or from the City to the Firm depending on the needs of the project.

The City is seeking assistance for project selection and conceptual design of public infrastructure projects for the West Central Neighborhood, within the boundaries of the West Quadrant Tax Increment Finance (WQTIF) district. A core goal of this project is that selection, development, and design of the proposed projects will be determined through a collaborative design, or co-design, process in partnership with community stakeholders and representatives of local agencies, businesses, residents, and neighborhood organizations including but not limited to REACH West Central and the West Central Neighborhood Council. To this end, the Firm will conduct community outreach strategies, workshops, events, and charettes to determine infrastructure improvements that most effectively combine community support, potential for economic development impact, and cost-effective use of WQTIF funding. Insights from community outreach and development feasibility analyses will inform a set of conceptual designs, at approximately 10% design, for the selected projects. The City may expand and extend the scope of this contract for additional project-related work including additional design and community engagement if it is determined to be in the best interest of the City.

More information on the West Quadrant Tax Increment Finance district is available at:

<https://my.spokanecity.org/projects/west-quadrant-tax-increment-finance-district/>

The City of Spokane Comprehensive Plan is available at the following link:

<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

## 2.2 SCOPE OF SERVICES

### Task 1 – Project Management

Following a project kick-off meeting with the Project Management Team, including representatives from the City Planning and Economic Development Department, the City Integrated Capital Management Department (ICM), REACH West Central, the West Central Neighborhood Council (WCNC), and the West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC), the Firm will schedule regular bi-monthly project check-in meetings with the Project Management Team to maintain consistent communication on project progress and status of deliverables. Additional meetings may be convened as necessary for detailed feedback on each task and deliverable.

Using contact information provided by the Project Management Team, the Firm will form a Public Advisory Committee and a Technical Advisory Committee. The Public Advisory Committee will consist of stakeholders including residents and representatives of businesses, property owners, neighborhood-based agencies and neighborhood non-profit organizations. The Technical Advisory Committee will consist of representatives from local government agencies such as the Spokane Transit Authority, Spokane County, and the Spokane Regional Transportation Council as well as staff representatives from City departments. Both committees will provide feedback on key deliverables throughout the duration of the project.

The Firm shall produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.

The Firm shall maintain up-to-date project financial records and submit monthly invoices with an associated progress report detailing percent complete on each task for the prior month and including a brief narrative of project work completed in the invoice timeframe, following a formatted project report template to be provided by the City of Spokane.

#### Task 1 Deliverables:

- Conduct Project Management Team kick-off meeting.
- Schedule Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Provide monthly invoices with progress reports.

### Task 2 – Community Involvement

The Firm will plan and facilitate a collaborative community planning and design process to create a shared community vision for the build-out of specific packages of projects. The community engagement process will include the selection and refinement of project design elements. A Public Involvement Plan (PIP) will guide this engagement process and related outreach activities.

Elements of the PIP should include, but not be limited to:

- A charrette, or a similar strategy such as distributed charrette, following Task 2: Initial Review and Analysis. The charrette will present options for project locations and design elements to the community and facilitate community consensus around project locations, design element selection, and project prioritization. The charrette should involve strategies enabling participants to score and rank projects and associated design elements in order of importance. This process should involve project location maps and a “design element toolbox”, and result in a prioritized list of projects, including 3-5 “Priority Projects” for further development.

- A public workshop following Task 5 to evaluate Priority Project selections based on information provided by the Development Feasibility Analysis conducted in Task 5.
- A third public workshop following Task 6 to review the draft Conceptual Design Packages developed for Priority Projects.
- Identification of proposed outreach strategies and materials, including but not limited to, social media posts, flyers, and email blasts for the charrette and subsequent public workshops. Outreach materials will provide materials to the Project Management Team and Public Advisory Committee to assist in distribution, raise community awareness, and allow ample opportunity for community participation in planned events.
- Production of a Community Vision document based on charrette results, with updates following subsequent public workshops. The Community Vision document will present the community’s vision and goals for the projects, with a listing of projects in ranked order or a community-sourced ranking system to guide future deliverables.

Task 2 Deliverables:

- Public Involvement Plan.
- Charrette and public workshop agendas and minutes.
- Charrette and public workshop engagement materials, including maps of project locations, ranking and prioritization strategies for participants, and materials describing the Design Element Toolbox of potential treatments.
- Online outreach and engagement materials and strategies for each charrette and public workshop, including surveys, polls, or questionnaires as well as social media posts, flyers, and email blasts.
- A Community Vision document including the established project vision, associated project goals, and a prioritized set of projects with descriptions of selected design elements. The document should include justification for the inclusion of projects beyond those identified in Ordinance C34032.

**Task 3 – Preliminary Design**

The Firm will become familiar with the physical details and planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

The starting point for Preliminary Design and a draft project list will be assessment of projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032):

These projects may be modified during the community outreach process, and possibly supplemented with additional infrastructure projects with a strong potential to foster neighborhood economic development. Any supplemental projects identified during the project must be located within the boundary of the West Central neighborhood portion of the WQTIF.

The Firm will also become familiar with information including project area geography, land use designations, and traffic counts, as well as relevant plans including the West Central Neighborhood Action Plan, the Bicycle Master Plan, the Pedestrian Master Plan, Chapter 4 – Transportation of the Comprehensive Plan, the Spokane Parks Master Plan, and the City of Spokane Six-Year Comprehensive Streets Program. The Firm will become familiar with all ordinances related to the WQTIF, such as Ordinance C34032 referenced above and Ordinance

C35879, adopted in 2020 to extend the end date of the WQTIF, and refer to these ordinances for guidance throughout the project.

Based on this background research, site visits, and initial meetings with the Project Management Team, Public Advisory Committee and Technical Advisory Committee, the Firm will produce Preliminary Design Report based on the physical conditions and planning context within the WQTIF. The Report will provide an initial list of potential projects and locations to be assessed through subsequent community engagement and further conceptual planning and design. The Preliminary Design Report will include planning-level project descriptions and draft visualizations such as maps, illustrations, and diagrams. This information will be formatted to support the community in the selection and design process.

To assist this report and facilitate subsequent community engagement around project selection and prioritization, the Report will include a list of design elements that could be combined to manifest each proposed project (a “Design Elements Toolbox”), detailing specific design treatments such as curb bulb-outs/extensions, tree planters and swales, raised crosswalks, or other traffic calming, pedestrian, bicycle, and/or transit accessibility improvements. Options included in the Design Elements Toolbox shall be informed by strategies in the National Association of City Transportation Officials’ (NACTO) guidance documents, the Federal Highway Administration (FHWA) Toolbox of Individual Traffic Calming Measures, the FHWA Bikeway Selection Guide, the FHWA Separated Bike Lane Planning and Design Guide, case studies of similar communities, and other related sources. The menu of options in the Design Elements Toolbox will provide the community with the resources to inform and guide project development.

In conjunction with the Preliminary Design Report, the Firm will provide reference data to further contextualize community decision making, including demographic data, information on existing community safety and transportation issues, and other data as appropriate. This data may be delivered within the Existing Preliminary Design Report, in online workshops, and/or as printed maps, at the discretion of the Project Management Team.

Task 3 Deliverables:

- Draft Preliminary Design Report including initial list potential project locations and types.
- Design Elements Toolbox, including designs of possible project implementation elements.
- Final Preliminary Design Report including refined list of potential projects and types to info

**Task 4 – Development Feasibility Analysis**

To ensure that Priority Projects support private sector development, a development feasibility analysis will examine development scenarios related to the projects. The analysis will include three primary elements: a limited economic impact analysis, a redevelopment analysis, and a fiscal revenue analysis. This task will identify the improvements most likely catalyze private investment in the neighborhood.

Task 4 Deliverables:

- Development Feasibility Analysis report document
- Public outreach
- Public workshop as described in Task 3 – Communication and Public Outreach Plan.

**Task 5 – Draft and Final Conceptual Design Packages**

Based on community prioritization and feedback from Task 2: Community Involvement, as informed by the results of the Development Feasibility Analysis, this task will translate a set of the top-ranked projects into initial design concepts at approximately 10% design level. Anticipating a set of between 8 and 12 design concepts, the final number of project concepts developed in this task will depend on the complexity and extent of the top-ranked projects. A Conceptual Design Package for each project will show sufficient detail to provide rough cost ranges for each project. Conceptual Design Packages may group a set of improvements according to type or location to assist in efficient project delivery. All Conceptual Design Packages will be of sufficient detail for

incorporation into the City's Capital Facilities Plan and Six-Year Comprehensive Streets Program, supporting the Integrated Capital Management and Engineering Departments in carrying out budgeting, funding, final engineering, and construction. A draft set of Conceptual Design Packages will be provided for community input and engagement prior to producing a set of final Conceptual Design Packages.

Task 5 Deliverables:

- Draft and Final Conceptual Design Packages, in PDF format, for a set of priority projects identified in the Development Feasibility Analysis and Community Involvement tasks.

**Task 6 – Presentations, Report, and Final Deliverables**

The Conceptual Design Packages, along with other project results and key deliverables, will be included in a Final Report, documenting all project processes and results.

The Firm will partner with the Project Management Team for a final public meeting presentation and final presentations to the Neighborhood Project Advisory Committee and up to two other decision-making bodies prior to release of the Final Report.

The Firm will carry out up to two rounds of revisions during this process to address feedback from final public review. The Firm will be responsible for consolidating comments into a series of action items for revisions or responses, documenting associated changes.

Conceptual Design Packages, in both PDF and CAD format, along with Word and PDF copies of all deliverables and the Final Report, will be provided to Planning and Economic Development Department and the Integrated Capital Management Department. The Final Report will include text and descriptive elements sufficient for including select projects in the City's Comprehensive Plan, Capital Facilities Plan, and Six-Year Comprehensive Streets Program.

Task 6 Deliverables:

- Presentation materials appropriate for communicating the Final Report and all associated deliverables and Conceptual Design Packages to neighborhood participants and decision-making bodies including the Neighborhood Project Advisory Committee.
- Draft Final Report containing all project deliverables.
- Revised Final Report addressing comments received during the final public review process.

**3. PROPOSAL CONTENT**

**3.1 PREPARATION OF PROPOSAL**

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal.

**3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Identification of whether the Firm has previously been awarded a contract with the City of Spokane and/or organizations which serve the West Central neighborhood.
- E. Confirmation that the Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- F. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

### **3.3 TECHNICAL PROPOSAL**

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.
- C. Elaborate the Firm's approach to community participatory design, outlining proposed methodology for participatory community engagement and specifying the proposed format and sequencing of community engagement events, providing ample support justifying the proposed process.

### **3.4 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services. Also include information to demonstrate that Firm meets the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. If applicable, describe and demonstrate experience specifically in the following areas:
  - Experience working with disadvantaged communities.
  - Experience facilitating participatory community planning and design
  - Ability to translate neighborhood-level transportation and land use visions into pedestrian- and amenity-focused district design.
  - Ability to use urban analytics and undertake development feasibility analysis as part of a community-driven design and implementation process.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and

authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview

will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

**4.3 EVALUATION SCORING**

The Proposal will be evaluated as follows:

<b>TECHNICAL PROPOSAL – 50%</b>		100 Points
Project Approach/Methodology	35 Points	
Quality of Work Plan	30 Points	
Project Schedule	15 Points	
Deliverables/Understanding	20 Points	
<b>MANAGEMENT PROPOSAL - 50%</b>		100 Points
Ability to conduct proposed work	25 Points	
Experience working with underserved communities	25 Points	
Key personnel experience/qualifications	50 Points	
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>200 POINTS</b>

**4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT**

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

**5. RFQu ATTACHMENTS**

Attached to this RFQu and incorporated herein by reference are the following background documents:

- Attachment 1 – Terms and Conditions





CITY OF SPOKANE - PURCHASING  
 808 W. Spokane Falls Blvd.  
 Spokane, Washington 99201-3316  
 (509) 625-6400

# REQUEST FOR QUALIFICATIONS

<p><b><u>RFQu NUMBER:</u> 5897-23</b></p> <p><b><u>RFQu TITLE:</u> West Central Infrastructure Project</b></p> <p><b><u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</b></p> <p><b><u>PRE-PROPOSAL CONFERENCE:</u> THURSDAY, JUNE 22, 2023      <u>TIME:</u> – 10:30 A.M.</b></p> <p><b><u>QUESTION DEADLINE:</u> MONDAY, JULY 10, 2023</b></p> <p style="text-align: center;"><b><u>TIME:</u> 1:00 P.M.</b></p>	<p><b><u>PROPOSAL DUE DATE:</u> MONDAY, JULY 24, 2023</b></p> <p style="text-align: center;"><b><u>TIME:</u> 1:00 P.M.</b></p> <p><b><u>PROPOSAL SUBMITTAL:</u></b>        All Proposals shall be submitted electronically through the ProcureWare online procurement system portal:  <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
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## TABLE OF CONTENTS

- 1. GENERAL INFORMATION..... 2
  - 1.1 PRE-PROPOSAL CONFERENCE..... 2
  - 1.2 COMMUNICATION ..... 2
  - 1.3 PURPOSE AND BACKGROUND ..... 2
  - 1.4 MINIMUM QUALIFICATIONS ..... 3
  - 1.5 CONTRACT PERIOD ..... 3
  - 1.6 ADDENDA..... 3
  - 1.7 TERMS AND CONDITIONS..... 3
  - 1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES ..... 3
  - 1.9 DEFINITIONS ..... 4
- 2. SCOPE OF SERVICES..... 4
  - 2.1 SCOPE OF SERVICES SUMMARY..... 4
  - 2.2 SCOPE OF SERVICES ..... 5
- 3. PROPOSAL CONTENT..... 8
  - 3.1 PREPARATION OF PROPOSAL ..... 8
  - 3.2 LETTER OF SUBMITTAL ..... 8
  - 3.3 TECHNICAL PROPOSAL..... 9
  - 3.4 MANAGEMENT PROPOSAL..... 9
- 4. PROPOSAL SUBMISSION AND EVALUATION ..... 10
  - 4.1 SUBMISSION OF PROPOSALS..... 10
  - 4.2 EVALUATION PROCEDURE ..... 10
  - 4.3 EVALUATION SCORING ..... 11
  - 4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT ..... 11
- 5. RFQu ATTACHMENTS ..... 11

# 1. GENERAL INFORMATION

## 1.1 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled to be held on **Thursday, June 22, 2023 at 10:30 a.m., local time, at City Hall, 808 W. Spokane Falls Blvd, Spokane, WA 99201 on the first floor in the Tribal Conference room or virtually via MS Teams, login information below.** All prospective Proposers should attend; however, attendance is not mandatory.

**Here are the links to attend virtually:**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 273 070 262 415

Passcode: 3mVHDx

**Or call in (audio only)**

[+1 323-618-1887,,550767598#](tel:+13236181887550767598) United States, Los Angeles

Phone Conference ID: 550 767 598#

Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

## 1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

## 1.3 PURPOSE AND BACKGROUND

The City of Spokane, through its Planning and Economic Development Department (hereinafter "City"), initiates this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from a Firm (Consultant Team) to provide expertise in support of the planning and design of infrastructure improvements in the West Central Neighborhood portion of the West Quadrant Tax Increment Finance District (WQTIF).

This project carries out the priorities identified for the WQTIF district in originating legislation, Ordinance C34032 in 2007 and Ordinance C35870 in 2020, guided by the West Central Neighborhood Council, REACH West Central, and the WQTIF Neighborhood Project Advisory Committee (hereinafter "NPAC").

To address the West Central Neighborhood's condition as one of the most impoverished in Spokane and the State of Washington, the City of Spokane created the WQTIF district in 2007 to raise funds for public infrastructure and community development projects. The founding legislation authorized a

series of projects focused on streetscape improvements, traffic calming, and utility upgrades designed to support economic development within the district.

In 2009, West Central residents formed the West Central Planning Group to develop the West Central Neighborhood Action Plan, with the purpose of carrying out the neighborhood improvement projects identified by the WQTIF. In April 2022, the NPAC voted to expend WQTIF funds on this project to determine the feasibility and design of infrastructure improvements. Spokane City Council voted on and passed this funding proposal on February 27, 2023.

Through this RFQu, the City requests assistance to carry out a community-guided “co-design” process to identify and prioritize streetscape, street safety, and public space improvements within the WQTIF. The proposed participatory approach centers community members and project stakeholders, including representatives of community organizations, local business, and faith institutions, in the development of project concepts.

Each project concept will address selected intersections and corridor segments within the public right-of-way, focusing on improvements such as sidewalk enhancements, crosswalk treatments, bump-outs or curb extensions, street trees and landscaping, street furniture, benches, bus shelters, pedestrian lighting, and bicycle infrastructure. Each project concept will identify opportunities to coordinate with future underground water and sewer utility upgrades.

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The City is seeking assistance for project selection and conceptual design of public infrastructure projects for the West Central Neighborhood, within the boundaries of the West Quadrant Tax Increment Finance (WQTIF) district. A core goal of this project is that selection, development, and design of the proposed projects will be determined through a collaborative design, or co-design, process in partnership with community stakeholders and representatives of local agencies, businesses, residents, and neighborhood organizations including but not limited to REACH West Central and the West Central Neighborhood Council. To this end, the Firm will conduct community outreach strategies, workshops, events, and charettes to determine infrastructure improvements that most effectively combine community support, potential for economic development impact, and cost-effective use of WQTIF funding. Insights from community outreach and development feasibility analyses will inform a set of conceptual designs, at approximately 10% design, for the selected projects. The City may expand and extend the scope of this contract for additional project-related work including additional design and community engagement if it is determined to be in the best interest of the City.

More information on the West Quadrant Tax Increment Finance district is available at:

<https://my.spokanecity.org/projects/west-quadrant-tax-increment-finance-district/>

The City of Spokane Comprehensive Plan is available at the following link:

<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

## 2.2 SCOPE OF SERVICES

### Task 1 – Project Management

Following a project kick-off meeting with the Project Management Team, including representatives from the City Planning and Economic Development Department, the City Integrated Capital Management Department (ICM), REACH West Central, the West Central Neighborhood Council (WCNC), and the West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC), the Firm will schedule regular bi-monthly project check-in meetings with the Project Management Team to maintain consistent communication on project progress and status of deliverables. Additional meetings may be convened as necessary for detailed feedback on each task and deliverable.

Using contact information provided by the Project Management Team, the Firm will form a Public Advisory Committee and a Technical Advisory Committee. The Public Advisory Committee will consist of stakeholders including residents and representatives of businesses, property owners, neighborhood-based agencies and neighborhood non-profit organizations. The Technical Advisory Committee will consist of representatives from local government agencies such as the Spokane Transit Authority, Spokane County, and the Spokane Regional Transportation Council as well as staff representatives from City departments. Both committees will provide feedback on key deliverables throughout the duration of the project.

The Firm shall produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.

The Firm shall maintain up-to-date project financial records and submit monthly invoices with an associated progress report detailing percent complete on each task for the prior month and including a brief narrative of project work completed in the invoice timeframe, following a formatted project report template to be provided by the City of Spokane.

#### Task 1 Deliverables:

- Conduct Project Management Team kick-off meeting.
- Schedule Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Provide monthly invoices with progress reports.

### Task 2 – Community Involvement

The Firm will plan and facilitate a collaborative community planning and design process to create a shared community vision for the build-out of specific packages of projects. The community engagement process will include the selection and refinement of project design elements. A Public Involvement Plan (PIP) will guide this engagement process and related outreach activities.

Elements of the PIP should include, but not be limited to:

- A charrette, or a similar strategy such as distributed charrette, following Task 2: Initial Review and Analysis. The charrette will present options for project locations and design elements to the community and facilitate community consensus around project locations, design element selection, and project prioritization. The charrette should involve strategies enabling participants to score and rank projects and associated design elements in order of importance. This process should involve project location maps and a “design element toolbox”, and result in a prioritized list of projects, including 3-5 “Priority Projects” for further development.

- A public workshop following Task 5 to evaluate Priority Project selections based on information provided by the Development Feasibility Analysis conducted in Task 5.
- A third public workshop following Task 6 to review the draft Conceptual Design Packages developed for Priority Projects.
- Identification of proposed outreach strategies and materials, including but not limited to, social media posts, flyers, and email blasts for the charrette and subsequent public workshops. Outreach materials will provide materials to the Project Management Team and Public Advisory Committee to assist in distribution, raise community awareness, and allow ample opportunity for community participation in planned events.
- Production of a Community Vision document based on charrette results, with updates following subsequent public workshops. The Community Vision document will present the community’s vision and goals for the projects, with a listing of projects in ranked order or a community-sourced ranking system to guide future deliverables.

Task 2 Deliverables:

- Public Involvement Plan.
- Charrette and public workshop agendas and minutes.
- Charrette and public workshop engagement materials, including maps of project locations, ranking and prioritization strategies for participants, and materials describing the Design Element Toolbox of potential treatments.
- Online outreach and engagement materials and strategies for each charrette and public workshop, including surveys, polls, or questionnaires as well as social media posts, flyers, and email blasts.
- A Community Vision document including the established project vision, associated project goals, and a prioritized set of projects with descriptions of selected design elements. The document should include justification for the inclusion of projects beyond those identified in Ordinance C34032.

**Task 3 – Preliminary Design**

The Firm will become familiar with the physical details and planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

The starting point for Preliminary Design and a draft project list will be assessment of projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032):

These projects may be modified during the community outreach process, and possibly supplemented with additional infrastructure projects with a strong potential to foster neighborhood economic development. Any supplemental projects identified during the project must be located within the boundary of the West Central neighborhood portion of the WQTIF.

The Firm will also become familiar with information including project area geography, land use designations, and traffic counts, as well as relevant plans including the West Central Neighborhood Action Plan, the Bicycle Master Plan, the Pedestrian Master Plan, Chapter 4 – Transportation of the Comprehensive Plan, the Spokane Parks Master Plan, and the City of Spokane Six-Year Comprehensive Streets Program. The Firm will become familiar with all ordinances related to the WQTIF, such as Ordinance C34032 referenced above and Ordinance

C35879, adopted in 2020 to extend the end date of the WQTIF, and refer to these ordinances for guidance throughout the project.

Based on this background research, site visits, and initial meetings with the Project Management Team, Public Advisory Committee and Technical Advisory Committee, the Firm will produce Preliminary Design Report based on the physical conditions and planning context within the WQTIF. The Report will provide an initial list of potential projects and locations to be assessed through subsequent community engagement and further conceptual planning and design. The Preliminary Design Report will include planning-level project descriptions and draft visualizations such as maps, illustrations, and diagrams. This information will be formatted to support the community in the selection and design process.

To assist this report and facilitate subsequent community engagement around project selection and prioritization, the Report will include a list of design elements that could be combined to manifest each proposed project (a “Design Elements Toolbox”), detailing specific design treatments such as curb bulb-outs/extensions, tree planters and swales, raised crosswalks, or other traffic calming, pedestrian, bicycle, and/or transit accessibility improvements. Options included in the Design Elements Toolbox shall be informed by strategies in the National Association of City Transportation Officials’ (NACTO) guidance documents, the Federal Highway Administration (FHWA) Toolbox of Individual Traffic Calming Measures, the FHWA Bikeway Selection Guide, the FHWA Separated Bike Lane Planning and Design Guide, case studies of similar communities, and other related sources. The menu of options in the Design Elements Toolbox will provide the community with the resources to inform and guide project development.

In conjunction with the Preliminary Design Report, the Firm will provide reference data to further contextualize community decision making, including demographic data, information on existing community safety and transportation issues, and other data as appropriate. This data may be delivered within the Existing Preliminary Design Report, in online workshops, and/or as printed maps, at the discretion of the Project Management Team.

#### Task 3 Deliverables:

- Draft Preliminary Design Report including initial list potential project locations and types.
- Design Elements Toolbox, including designs of possible project implementation elements.
- Final Preliminary Design Report including refined list of potential projects and types to info

### **Task 4 – Development Feasibility Analysis**

To ensure that Priority Projects support private sector development, a development feasibility analysis will examine development scenarios related to the projects. The analysis will include three primary elements: a limited economic impact analysis, a redevelopment analysis, and a fiscal revenue analysis. This task will identify the improvements most likely catalyze private investment in the neighborhood.

#### Task 4 Deliverables:

- Development Feasibility Analysis report document
- Public outreach
- Public workshop as described in Task 3 – Communication and Public Outreach Plan.

### **Task 5 – Draft and Final Conceptual Design Packages**

Based on community prioritization and feedback from Task 2: Community Involvement, as informed by the results of the Development Feasibility Analysis, this task will translate a set of the top-ranked projects into initial design concepts at approximately 10% design level. Anticipating a set of between 8 and 12 design concepts, the final number of project concepts developed in this task will depend on the complexity and extent of the top-ranked projects. A Conceptual Design Package for each project will show sufficient detail to provide rough cost ranges for each project. Conceptual Design Packages may group a set of improvements according to type or location to assist in efficient project delivery. All Conceptual Design Packages will be of sufficient detail for

incorporation into the City's Capital Facilities Plan and Six-Year Comprehensive Streets Program, supporting the Integrated Capital Management and Engineering Departments in carrying out budgeting, funding, final engineering, and construction. A draft set of Conceptual Design Packages will be provided for community input and engagement prior to producing a set of final Conceptual Design Packages.

Task 5 Deliverables:

- Draft and Final Conceptual Design Packages, in PDF format, for a set of priority projects identified in the Development Feasibility Analysis and Community Involvement tasks.

**Task 6 – Presentations, Report, and Final Deliverables**

The Conceptual Design Packages, along with other project results and key deliverables, will be included in a Final Report, documenting all project processes and results.

The Firm will partner with the Project Management Team for a final public meeting presentation and final presentations to the Neighborhood Project Advisory Committee and up to two other decision-making bodies prior to release of the Final Report.

The Firm will carry out up to two rounds of revisions during this process to address feedback from final public review. The Firm will be responsible for consolidating comments into a series of action items for revisions or responses, documenting associated changes.

Conceptual Design Packages, in both PDF and CAD format, along with Word and PDF copies of all deliverables and the Final Report, will be provided to Planning and Economic Development Department and the Integrated Capital Management Department. The Final Report will include text and descriptive elements sufficient for including select projects in the City's Comprehensive Plan, Capital Facilities Plan, and Six-Year Comprehensive Streets Program.

Task 6 Deliverables:

- Presentation materials appropriate for communicating the Final Report and all associated deliverables and Conceptual Design Packages to neighborhood participants and decision-making bodies including the Neighborhood Project Advisory Committee.
- Draft Final Report containing all project deliverables.
- Revised Final Report addressing comments received during the final public review process.

**3. PROPOSAL CONTENT**

**3.1 PREPARATION OF PROPOSAL**

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal.

**3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.



- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Identification of whether the Firm has previously been awarded a contract with the City of Spokane and/or organizations which serve the West Central neighborhood.
- E. Confirmation that the Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- F. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

### **3.3 TECHNICAL PROPOSAL**

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.
- C. Elaborate the Firm's approach to community participatory design, outlining proposed methodology for participatory community engagement and specifying the proposed format and sequencing of community engagement events, providing ample support justifying the proposed process.

### **3.4 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services. Also include information to demonstrate that Firm meets the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. If applicable, describe and demonstrate experience specifically in the following areas:
  - Experience working with disadvantaged communities.
  - Experience facilitating participatory community planning and design
  - Ability to translate neighborhood-level transportation and land use visions into pedestrian- and amenity-focused district design.
  - Ability to use urban analytics and undertake development feasibility analysis as part of a community-driven design and implementation process.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and

authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procurement.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview

will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

**4.3 EVALUATION SCORING**

The Proposal will be evaluated as follows:

<b>TECHNICAL PROPOSAL – 50%</b> Project Approach/Methodology Quality of Work Plan Project Schedule Deliverables/Understanding	35 Points 30 Points 15 Points 20 Points	100 Points
<b>MANAGEMENT PROPOSAL - 50%</b> Ability to conduct proposed work Experience working with underserved communities Key personnel experience/qualifications	25 Points 25 Points 50 Points	100 Points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>200 POINTS</b>

**4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT**

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

**5. RFQu ATTACHMENTS**

Attached to this RFQu and incorporated herein by reference are the following background documents:

- Attachment 1 – Terms and Conditions


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

02/27/2023

**Date Rec'd**

2/15/2023

**Clerk's File #**

RES 2023-0019

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

KEVIN FREIBOTT X6184

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

KFREIBOTT@SPOKANECITY.ORG

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

Resolutions

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

0650 - WQTIF FUNDS FOR WEST CENTRAL PUBLIC IMPROVEMENTS

**Agenda Wording**

A resolution acknowledging the recommendation of the Neighborhood Projects Advisory Committee and confirming the use of West Quadrant TIF Funds for public improvements in West Central.

**Summary (Background)**

This resolution acknowledges the unanimous recommendation of the Neighborhood Project Advisory Committee and would confirm the use of West Quadrant Tax Increment Financing funds for the design, planning, and implementation of various public improvements in the West Central neighborhood.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Expense \$ 300,000

Select \$

Select \$

Select \$

**Budget Account**

# 3501 West Quad TIF funds

#

#

#

**Approvals****Dept Head**

GARDNER, SPENCER

**Division Director**

MACDONALD, STEVEN

**Finance**

ORLOB, KIMBERLY

**Legal**

RICHMAN, JAMES

**For the Mayor**

PERKINS, JOHNNIE

**Council Notifications****Study Session\Other**

UE 2/13/2023

**Council Sponsor**

CMs Stratton &amp; Zappone

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**Additional Approvals**

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smacdonald@spokanecity.org

Adopted by Spokane City Council on: 2/27/2023

  
City Clerk

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Planning & Economic Development Department
<b>Subject:</b>	West Quadrant TIF Funds for Design/Plan in West Central
<b>Date:</b>	January 30, 2023
<b>Author (email &amp; phone):</b>	Kevin Freibott, Senior Planner, x6184, kfreibott@spokanecity.org
<b>City Council Sponsors:</b>	CM Stratton and CM Zappone
<b>Executive Sponsor:</b>	Steven MacDonald
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan – Economic Development Policies and Goals West Quadrant TIF Enacting Ordinance (C34032 & C35879) Neighborhood Project Advisory Committee
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	n/a
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to commit Tax Increment Financing to a design/plan/build project in West Central

Background/History:

The West Quadrant TIF encompasses parts of the West Central, Riverside, and Emerson-Garfield neighborhoods and was formed by City Council in 2007 for the purpose of incentivizing and funding, in part, public improvements in those neighborhoods.

In 2022 a local non-profit organization called REACH West Central made a proposal to the City via the City's Neighborhood Project Advisory Committee (NPAC) for the use of \$300,000 in TIF funds for "work on community outreach, design, and feasibility analysis for projects" within the TIF district. Following several months deliberation, the NPAC voted unanimously to recommend City Council allocate the requested funds to that project.

Since the vote by the NPAC, staff has coordinated between multiple departments and built a proposed process by which the money can be used to secure the services of a professional consultant(s), which will develop a number of public improvement projects in the West Central neighborhood that can be funded and implemented by TIF funding potentially in combination with other funding sources.

Executive Summary:

The original REACH West Central proposal is attached as well as a draft Resolution for consideration by City Council in a future Legislative session. The Resolution has been deemed to be acceptable to earmark these funds for the stated purpose as the City budget already includes sufficient expenditure of TIF funds to accomplish the task.

Work under this proposal would be overseen by the Planning & Economic Development department in close coordination with the Integrated Capital Management department. An RFQ is anticipated to be issued to select the appropriate firm to conduct the work once the Resolution has been approved by Council.

Note that this effort is not to exceed \$300,000, and as of the date of this the fund has a balance of \$1,478,756.36.

Budget Impact:

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

If new, specify funding source: Tax Increment Financing (Account 3501)

Other budget impacts: None.

Operations Impact:

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

Specify changes required:

Known challenges/barriers:

## RESOLUTION NO. 2023-0019

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$300,000 in tax increment funding for design, planning, and implementation of public improvements in the West Central neighborhood portion of the West Quadrant Tax Increment Financing area.

**WHEREAS**, the City of Spokane formed a West Quadrant Tax Increment Financing (“WQTIF”) area to help provide funding for public improvement projects in and around the Kendall Yards planned unit development (“PUD”) area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

**WHEREAS**, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee (“NPAC”) to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

**WHEREAS**, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

**WHEREAS**, the NPAC met on October 6, 2021 and heard a request from REACH West Central for an allocation of WQTIF funds to fund the design, planning, and implementation of public improvements in the West Central Neighborhood; and

**WHEREAS**, the NPAC continued to discuss and consider the proposal by REACH West Central during their regular meetings in the month of December 2021 and the months of January, February, and April 2022; and

**WHEREAS**, the NPAC has determined that the proposed actions are within the WQTIF project area and are among the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, the requested allocation is an authorized use of the WQTIF funds; and

**WHEREAS**, the NPAC unanimously recommended the City Council approve the use of funds for the proposed project in the amount of \$300,000, and recommended expanding the possible projects to be addressed by the funds to any public improvements in the West Central neighborhood portion of the TIF.

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council adopt the recommendations of the WQTIF area NPAC allocating tax increment funds for proposed design, planning, and implementation of a range of any allowed public improvements in the West Central Neighborhood portion of the TIF (see **Exhibit A**).

Adopted by the Spokane City Council this 27th day of February, 2023.



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

Approved as to form:

Michael J. Piccolo  
Assistant City Attorney







Neighborhood Project Advisory Committee (NPAC)  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Subject: Proposal for West Quadrant TIF Funds

**January 2022**

Dear Members of the NPAC,

REACH West Central (REACH), with the support of the West Central Neighborhood Council (WCNC), has worked for more than two years on a plan for economic revitalization in the area of the West Central neighborhood that lies within the West Quadrant TIF (WQTIF) district. Our first efforts were aimed at securing a 15-year extension of the WQTIF end date, from 2032 to 2047, and the broadening of allowable funding to include permanently affordable housing in all three of the neighborhoods within the WQTIF district. As you know, the new extension ordinance was approved by the Spokane City Council in October 2020, and is awaiting approval from the Spokane County commissioners.

Those efforts have now been followed by planning for broad community outreach and feasibility analysis for the projects in West Central authorized by the 2007 WQTIF ordinance. The first phase of our work has been funded by grants to REACH from the Greenstone Foundation and the Smith-Barbieri Progressive Fund. Using this funding, in June 2021 REACH retained Woodsong Associates, a community development and planning firm, to begin this work.

The attached proposal will allow completion (with input from West Central residents and businesses, City of Spokane staff, and nonprofit agencies working in West Central ) of the work on community outreach, design, and feasibility analysis for projects that have been authorized by the 2007 WQTIF. This work is both urgent and vitally important, given that the West Central neighborhood, and particularly the area covered by the WQTIF, has one of the highest levels of poverty in the state of Washington, and has suffered significant negative economic impacts from the Covid-19 pandemic in the form of job losses, family displacement, and business closures.

We thank you for your consideration of our proposal, and urge your prompt review and your recommendation to the Spokane City Council to approve this funding proposal.

Signed,

A handwritten signature in black ink that reads "Morgan Thomas". The signature is written in a cursive, flowing style.

Morgan Thomas

Chair, REACH West Central

*Attachments:*

- *Exhibit A: Public Involvement Plan (PIP) Executive Summary*
- *Exhibit B: About REACH West Central*



## Proposal for West Quadrant TIF Funds

REACH West Central, with support from the West Central Neighborhood Council (WCNC), has prepared this proposal for funding from the West Quadrant Tax Increment Financing (WQTIF) district for approval by the Neighborhood Project Advisory Committee (NPAC).

This proposal has been created with a focus on completing the projects within West Central authorized by Ordinance C34032, in order to promote and facilitate economic growth and stability within the community, by encouraging investment in job-producing private development to expand the tax base of the neighborhood.

This proposal is for up to \$300,000 in funding for planning, concept design, feasibility studies, and community outreach required to implement projects authorized by Ordinance C34032:

### **1. West Broadway Neighborhood Center Streetscape Improvements**

The original language from Ordinance C34032 describes this project's scope as: "Broadway, Ash to Chestnut, 4 blocks of streetscape improvements, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route."

### **2. Chestnut / Elm Streetscape Improvements**

The original language from Ordinance C34032 describes this project's scope as: "Traffic calming on Elm, Cannon, and Chestnut, 3 blocks from Bridge to Dean, including crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements."

### **3. Maxwell & Elm Employment Center**

The original language from Ordinance C34032 describes this project's scope as: "On Sinto for five blocks from Chestnut to Maple: sidewalks, bump-outs, trees, and crosswalk treatments. Also, water and sewer upgrades to current commercial and industrial standards for the incubator site."

### **4. Traffic calming**

The original language from Ordinance C34032 describes this project's scope as: "Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bump-outs, trees, crosswalk treatment, benches, and bus shelters."

The goal of the design phase of work is to identify specific project elements to recommend, and to complete initial feasibility analysis and schematic design work to allow projects to proceed to construction (i.e., "shovel-ready"), in order to produce maximum benefit for economic development purposes.

To this end, we envision the funds being expended for work including community outreach and development of feasibility analysis and schematic design for the included projects. Ideally, analysis and design would be completed in sufficient detail to allow solutions with the most potential to catalyze new development, facilitate new investment by small businesses, and expedite redevelopment of nearby sites.

To help produce a scope of work, schematic design, and feasibility analysis for each of these projects that can



achieve community revitalization goals, this funding proposal includes a suggested Public Involvement Plan (PIP), the executive summary for which is attached. The aim is to create a vision for each project, with collaborative input from the West Central community and City of Spokane staff, to identify the set of deliverables needed to advance each project from planning to implementation, including capital project design, permitting, engineering, and construction.

To ensure that funded projects will result in the desired investment in job-producing private development to expand the tax base of the neighborhood, we suggest that the scope of the feasibility analysis should also consider related community and economic development activities, including those on the other side of the property line from the public Right Of Way (ROW). This consideration may include, but is not limited to, an audit of the applicable controlling documents and an analysis of possible uses.

We believe that this preliminary feasibility and design work will enable leveraging of construction funding from outside sources, in addition to the future use of WQTIF funds.

We anticipate working with community partners such as the West Central Neighborhood Council, Community Frameworks, Habitat for Humanity, Spokane Low Income Housing Consortium (SLIHC), Spark Central, West Central Community Center, Our Place, the Native Project, and the Greenstone Corporation, as well as City of Spokane staff, to finalize and execute the Public Involvement Plan (PIP) that is summarized in Exhibit A.

The West Central neighborhood is home to many disadvantaged residents. Successful planning in the neighborhood must work closely with organizations that intimately understand the challenges residents face and that have earned their trust. In support of this reality, this funding proposal is made with the understanding that REACH West Central, with the support of the West Central Neighborhood Council (WCNC) and other West Central community partners, wishes to have an advisory role in this planning process in order to represent the voice of neighborhood residents. This could involve such activities as:

- Input into the scope of work for the request for proposals (RFP) for potential planning consultants;
- Inclusion in the process of interviewing potential planning consultants; and
- Participation in any technical committee guiding and reviewing the work of the planning consultant during the execution of the contract.

The NPAC has recently revised its Policies and Procedures document to include, among its Duties and Powers, “ensur[ing] that one or more public participation process(es)...has occurred” before neighborhood improvement projects are implemented. During the work on revising the committee’s policies and procedures, the members expressed dismay that previous planning efforts in West Central had not always included a rigorous public participation process. Allowing REACH, with the support of the WCNC, to act as a neighborhood representative in this planning process would indeed ensure that residents of the neighborhood are included in decision making.

We thank you for your careful consideration of this proposal, and look forward to discussing it with you at your earliest convenience.



## Summary of REACH West Central Public Involvement Plan (PIP)

The Public Involvement Plan is intended to be a template for community engagement for projects within Spokane's West Central neighborhood; it can guide the process of planning for healthy, connected, and inclusive communities within the neighborhood. The intent is to ensure an open and equitable process to provide residents and other concerned parties meaningful opportunities to help shape the quality of change and growth in the West Central community.

### Overview

The West Central neighborhood has suffered from underinvestment for decades, and is one of the most impoverished areas not only in the city of Spokane, but also in the state of Washington. This continues to be the case in the context of a current housing crisis. As the city of Spokane grows, more people, especially low-income communities of color, immigrants, and renters who have been disproportionately impacted by myriad socio-economic issues, will become increasingly vulnerable to displacement pressures in neighborhoods such as West Central.

The 2012 West Central Neighborhood Action Plan references the City of Spokane's Comprehensive Plan goal:

*"Growth will be managed to allow a mix of land uses that fit, support, and enhance Spokane's neighborhoods, protect the natural environment, and sustain the downtown area and broaden the economic base of the community."*

Despite this aspiration, little action has occurred to fulfill it in West Central in the near-decade since 2012. REACH West Central (REACH) intends to help bring catalytic funding into the neighborhood, from the West Quadrant TIF as well as from other funding sources, to achieve the goals of the 2012 Neighborhood Action Plan. These include safety improvements to the transportation system, interventions to stabilize the housing market, and initiatives to increase livability and equity outcomes in the neighborhood.

Towards this end, over the next several years REACH will help to seek funding to support the following tasks in West Central as a part of a strategic initiative:

- Plan for a healthy, connected, and inclusive community with a full range of housing choices permanently affordable to neighborhood residents; thriving business districts; healthy built environments; and strong social networks and institutions;
- Help build capacity of community-based organizations that work with low-income households and communities of color such as the West Central Neighborhood Council; Spark Central; Our Place; the West Central Community Center; and others to advise project decisions, build organizational relationships, and develop deeper ties among community members;
- Decrease the urban heat island effect through tree planting and other urban greening efforts;
- Plan for and implement a set of transportation interventions to calm traffic; increase the availability and safety of options for walking, bicycling, and transit riding; and support neighborhood economic development.

### Project Goals

Building from the major goals of the 2012 West Central Neighborhood Action Plan and Spokane's Comprehensive Plan, the following draft project goals are proposed. These will be refined through the community engagement process.

1. Improve public health outcomes for people living and working in the neighborhood;



### Exhibit A: Public Involvement Plan (PIP) Executive Summary

2. Plan for a safe, accessible, affordable, healthy, and socially inclusive neighborhood that allows the most vulnerable households to remain in place and build wealth;
3. Commit existing resources and develop new, long-term resources for permanently affordable housing;
4. Prevent residential and cultural displacement by preserving existing unregulated affordable rental housing, strengthening tenant protections, and providing anti-displacement services;
5. Increase housing choices for all household types and incomes by developing opportunity sites for new construction of equitable, pedestrian-focused development, and by regulating land use and zoning to create permanently affordable and market-rate housing;
6. Create conditions for more robust commercial main streets and a full range of commercial and business services in West Central;
7. Promote local small business opportunities in tandem with economic development efforts.

### Public Involvement Plan

The goal of the Public Involvement Plan (PIP) is for communities in West Central to be stronger and more empowered to help shape growth and change than they were before the planning process began. This means providing an interactive, ongoing public discussion that will be mutually accountable, transparent, and engaging for those most vulnerable to the burdens of neighborhood change.

The finalized PIP document will help to direct a set of specific engagement practices, including:

- Distributed community charrette
- Temporary installations as community feedback loops
- Community walking tours
- Community training and dialogues on equity and fair housing
- Ongoing outreach to stakeholders
- Website and social media
- Physical notifications, meeting notices, media releases

REACH West Central sees community involvement as a partnership with the City of Spokane that values residents' wisdom, leveraging meaningful, accessible, and effective participation to deliver social justice and equity with transparency and accountability.

### Conclusion

Political and community momentum has been building to see the West Central neighborhood transform into a more vibrant and accessible version of what it is today, a place that helps to unite surrounding neighborhoods. The time is now right to consider how to complete the neighborhood's transformation into a vibrant, inclusive, safe, and equitable place for people to live, work, play and learn.



Exhibit B: About REACH West Central

## What is REACH West Central?

REACH West Central is a 501c3 community development corporation that was started in 2017 by residents of West Central who were aware that the neighborhood has, at least in part, been passed over for development funding due to a lack of capacity.

Historically, it has been difficult for residents of low-income areas like West Central to make their voices heard in the decisions that affect them. One of the goals of REACH is to help create capacity, thus allowing the neighborhood to more effectively engage with the City of Spokane and with funding organizations.

Rather than duplicating the efforts of other groups, REACH's mission is to collaborate with and provide support to organizations that share our goals. To further this mission, REACH has several areas of focus:

- Fostering economic development
- Helping to create sustainable housing
- Promoting arts and culture
- Improving the environment and quality of life in West Central.

REACH is a member of the Spokane Low Income Housing Consortium and the West Central Community Coalition. We have additional partnerships with Community Frameworks and Habitat for Humanity, as well as with the West Central Community Center and Spark Central.

EIN: 82-4593760

**NOTICE OF CITY COUNCIL PUBLIC HEARING  
PROPOSED RESOLUTION  
USE OF WEST QUADRANT TIF FUNDING IN WEST CENTRAL  
(Proposed Resolution 2023-\_\_\_\_\_)**

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, February 27, at 6:00 p.m.** in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.\* (See note below.) This hearing may be continued to a later date. This public hearing is to consider a Council Resolution acknowledging a recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing (WQTIF) area for the use of WQTIF funds for the design, planning, and implementation of public improvements in the West Central Neighborhood portion of the WQTIF area.

Written comments and oral testimony at the public hearings for these proposed actions will be made part of the public record. Any person may submit written comments on the proposed actions to [kfreibott@spokanecity.org](mailto:kfreibott@spokanecity.org) or call for additional information at:

*Planning & Development Department  
Attn: Kevin Freibott, Senior Planner  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3329  
Phone (509) 625-6500*

**More information on the process:** The City Council will be briefed on the proposed Resolution on Monday, February 20, 2022 at 3:30 p.m. There is no public testimony at the briefing. Final consideration of the proposed Resolution is scheduled for Monday, November 21, starting at 6 p.m. At this meeting there will be opportunity for public testimony. The public may also submit written comment to the City Council at [citycouncil@spokanecity.org](mailto:citycouncil@spokanecity.org). The City Council may continue this public hearing to a following meeting at their discretion.

**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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or

[msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**Certificate Of Completion**

Envelope Id: B057561EA28B43BC8EF07DA464E0D7A0

Status: Completed

Subject: Please Sign: RES 2023-0019 - WQTIF Funds for West Central Public Improvements

Source Envelope:

Document Pages: 13

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Melanie Coe

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

mcoe@spokanecity.org

Canada)

IP Address: 155.190.3.8

**Record Tracking**

Status: Original

Holder: Melanie Coe

Location: DocuSign

11/22/2023 4:36:35 PM

mcoe@spokanecity.org

**Signer Events**

**Signature**

**Timestamp**

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)



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Viewed: 11/22/2023 5:16:16 PM

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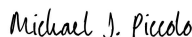
Not Offered via DocuSign

Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication (None)



Sent: 11/22/2023 5:16:23 PM

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Signed: 11/22/2023 6:49:59 PM

Signature Adoption: Pre-selected Style

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**Electronic Record and Signature Disclosure:**

Accepted: 11/22/2023 6:49:16 PM

ID: d036ccca-9d05-41b7-9519-915c56aecfc0

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)



Sent: 11/22/2023 6:50:01 PM

Viewed: 11/27/2023 8:28:18 AM

Signed: 11/27/2023 8:28:26 AM



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**In Person Signer Events**

**Signature**

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**Editor Delivery Events**

**Status**

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**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	11/27/2023 8:28:18 AM
Signing Complete	Security Checked	11/27/2023 8:28:26 AM
Completed	Security Checked	11/27/2023 8:28:26 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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

12/04/2023

<b>Date Rec'd</b>	11/29/2023
<b>Clerk's File #</b>	CPR 2023-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	LEONARD DAVIS 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-CLAIMS-2023

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/22/2023. Total:\$6,384,623.15 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$5,995,088.79

**Summary (Background)**

Pages 1-18 Check numbers: 599345 - 599409 ACH payment numbers: 123340 - 123527 On file for review in City Clerks Office: 18 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

**Fiscal Impact**

Expense \$ 5,995,088.79

Select \$

Select \$

Select \$

**Budget Account**

# Various

#

#

#

**Approvals**

**Dept Head** MURRAY, MICHELLE

**Division Director** WALLACE, TONYA

**Finance** MURRAY, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** JONES, GARRETT

**Council Notifications**

**Study Session\Other**

**Council Sponsor**

**Distribution List**

**Additional Approvals**

**Purchasing**


REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

APPROVAL FUND SUMMARY

DATE: 11/27/23  
TIME: 07:13  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	65,942.99
1100	STREET FUND	5,086.17
1380	TRAFFIC CALMING MEASURES	857.86
1425	AMERICAN RESCUE PLAN	32,666.46
1500	PATHS AND TRAILS RESERVE FUND	15,000.00
1625	PUBLIC SAFETY PERSONNEL FUND	77.20
1640	COMMUNICATIONS BLDG M&O FUND	13,425.72
1910	CRIMINAL JUSTICE ASSISTANCE FD	232.47
1940	CHANNEL FIVE EQUIPMENT RESERVE	3,436.21
1970	FIRE/EMS FUND	335,427.06
1980	DEFINED CONTRIBUTION ADMIN FND	12,000.00
3200	ARTERIAL STREET FUND	655,983.89
4100	WATER DIVISION	59,754.61
4250	INTEGRATED CAPITAL MANAGEMENT	182,680.41
4300	SEWER FUND	35,407.75
4480	SOLID WASTE FUND	361,244.62
5100	FLEET SERVICES FUND	367,960.47
5200	PUBLIC WORKS AND UTILITIES	38,369.36
5300	IT FUND	24,844.64
5310	IT CAPITAL REPLACEMENT FUND	12,541.81
5800	RISK MANAGEMENT FUND	47,213.08
5810	WORKERS' COMPENSATION FUND	139.89
5830	EMPLOYEES BENEFITS FUND	692,302.48
5900	FACILITIES MANAGEMENT FUND OPS	37,147.65
5901	ASSET MANAGEMENT FUND CAPITAL	3,000.00
5902	PROPERTY ACQUISITION POLICE	33,708.50
5903	PROPERTY ACQUISITION FIRE	9,369.70
5904	FACILITIES CAPITAL	16,033.15
6070	FIREFIGHTERS' PENSION FUND	87,807.70
6080	POLICE PENSION FUND	56,617.33
6255	LAW ENFORCEMENT RECORDS MGMT	13,626.00
	TOTAL:	3,219,905.18

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 11/27/23  
TIME: 07:13  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	16,774.11	25.62	27.71
00599345	CENTURYLINK	5,256.42		
00599347	COMBINED CONSTRUCTION INC	318,357.66		
00599348	COBALT TRUCK EQUIPMENT	38.00		
00599349	OXARC	450.00		
00599350	OXARC	450.00		
00599351	SAFETY KLEEN CORPORATION	458.10		
00599352	SPOKANE REGIONAL	15,000.00		
00599353	TRACE ANALYTICS LLC	89.00		
00599354	CENTER POINT PUBLISHING INC		284.64	
00599355	ALCOBRA METALS INC			851.65
00599356	CENTURYLINK			214.66
00599357	COMCAST			156.74
00599358	COMCAST			188.38
00599359	COMCAST			188.38
00599360	COMCAST			198.01
00599361	COMCAST			671.69
00599362	FLASHPARKING, INC.			312.12
00599363	GAMETIME/DIV OF PLAYCORE			254.37
00599364	NORMED			242.36
00599365	CSWW INC			575.61
00599366	NORTHLAND NURSERY			96.46
00599367	JIM BURNHAM			53.50
00599368	O'REILLY AUTOMOTIVE STORES I			28.89
00599369	PARK DEPT IMPREST FUND			359.18
00599370	PEROVICH PARTNERS INC			158.06
00599371	VERTICAL SOLUTIONS CONSULTIN			300.00
00599372	AIRGAS SPECIALTY PRODUCTS IN	37,690.88		
00599373	AT&T MOBILITY	4,091.77		
00599374	MICHAEL A BECK	560.81		
00599375	BIG BELLY SOLAR LLC	425.97		
00599376	POLLYANNE F BIRGE	88.56		
00599377	CASCADE ENGINEERING INC	49,918.99		
00599378	CENTURYLINK	616.94		
00599379	NORFOLK IRON & METAL CO	691.60		
00599380	CRISTA SENIOR COMMUNITY	10,375.00		
00599381	DS SERVICES OF AMERICA INC	77.20		
00599382	WATERCO OF THE PACIFIC NORTH	196.06		
00599383	FELIX HAYNES	180.00		
00599384	JOSEPH TREUMER	3,212.23		
00599385	MATTHEW ROBERT WILD	218.61		
00599386	GWENDA DARNOLD	145.00		
00599387	JON CLAUSS AND	145.00		
00599388	MATTHEW HAWKINS	349.25		
00599389	ANGELA BERTO	160.00		
00599390	MICHAEL MOLINE	3,476.18		
00599391	JEREMY LEMES	141.25		
00599392	DUSTIN B MICHAELS	444.00		
00599393	GREG SUTHERLAND	626.48		
00599394	THOMAS GROOM	418.19		
00599395	LOGAN TERRY	762.72		
00599396	GEOFF ALBRIGHT	608.14		
00599397	ADAM NIELSEN	223.00		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 11/27/23  
TIME: 07:13  
PAGE: 2



CHECK #	VENDOR	CITY	LIBRARY	PARKS
00599398	PAT DALY			
00599399	ORKIN			
00599400	SPOKANE REGIONAL CLEAN AIR			
00599401	SULLIVAN VENTURES, LLC			
00599402	TERRY CARE GROUP LLC			
00599403	JOSEPH TERRY			
00599404	T-MOBILE			
00599405	WA STATE DEPT OF LICENSING			
00599406	WA STATE DEPT OF LICENSING			
00599407	WA STATE DEPT OF LICENSING			
00599408	WATER DEPARTMENT			
00599409	WELLTOWER PEGASUS TENNANT LL			
80123340	WYOMING WRECKER LLC			
80123341	ARAMARK UNIFORM SERVICES			
80123342	AVISTA UTILITIES			
80123343	CAMTEK INC			
80123344	COMPUNET INC			
80123345	DEVRIES INFORMATION MANAGEME			
80123346	HARWIN LLC			
80123347	EVERGREEN STATE TOWING LLC			
80123348	FASTENAL CO			
80123349	FINANCIAL CONSULTING SOLUTIO			
80123350	FOSTER GARVEY PC			
80123351	KXLY			
80123352	GENUINE PARTS COMPANY			
80123353	NEPTUNE TECHNOLOGY GROUP INC			
80123354	NORTHWEST OPEN ACCESS NETWOR			
80123355	RUBICON GLOBAL LLC			
80123356	SISTER CITIES ASSN OF SPOKAN			
80123357	STRUCTURED COMMUNICATION			
80123358	SUMMIT LAW GROUP PLLC			
80123359	WA STATE DEPT/TRANSPORTATION			
80123360	YWCA			
80123361	NICHOLAS ANTHONY FEDERICI			
80123362	24 SEVEN TOPCO LLC		245.00	
80123363	ALSCO DIVISION OF ALSCO INC			314.13
80123364	NORTHWEST INDUSTRIAL SERVICE			95.00
80123365	ARROW CONSTRUCTION SUPPLY IN			126.48
80123366	AVISTA UTILITIES		17,842.43	
80123367	BAKER & TAYLOR BOOKS		14,565.85	
80123368	BATTERY SYSTEMS INC		882.87	140.94
80123369	MARGIE BRADFUTE			165.20
80123370	CAMERON-REILLY LLC	272,116.98		
80123371	CENGAGE LEARNING INC		668.00	
80123372	CINTAS CORPORATION		38.15	
80123373	COLEMAN OIL COMPANY LLC			1,264.20
80123374	COPIERS NORTHWEST INC			449.28
80123375	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80123376	DESAUTEL HEGE COMMUNICATIONS			5,572.50
80123377	EBSCO INFORMATION SERVICES		12,309.00	
80123378	EDNETICS INC		2,459.97	
80123379	EVCO SOUND & ELECTRONICS			675.82
80123380	SHELLEY FAIRWEATHER-VEGA		128.62	

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 11/27/23  
TIME: 07:13  
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80123381	FASTENAL CO			259.97

80123382	ENCORE VENTURES LLC	872.63		
80123383	GORLEY LOGISTICS LLC	24.95		
80123384	GALLS LLC			940.05
80123385	GARCO CONSTRUCTION INC			197,872.55
80123386	GARDEN GATE NURSERY LLC			810.75
80123387	DANIEL HALL			400.00
80123388	MARUBENI AMERICA CORPORATION			654.00
80123389	HORIZON DISTRIBUTORS			6,035.95
80123390	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80123391	HUMANIX HUMAN RESOURCE		3,214.80	
80123392	HWC CONSULTANTS LLC		4,000.00	
80123393	INGRAM LIBRARY SERVICES LLC		698.47	
80123394	INLAND INFRASTRUCTURE LLC	237,467.02		
80123395	KANOPY INC		6,000.00	
80123396	KUTAK ROCK LLP	3,000.00		
80123397	LEVY PREMIUM FOOD SERVICE			4,166.67
80123398	MCKINSTRY CO LLC	811.65		1,773.70
80123399	MEILI MANUFACTURING	4,511.51		
80123400	MIDWEST TAPE		170.80	
80123401	MK SOLUTIONS INC		1,012.50	
80123402	NORCO INC	635.39		
80123403	NORTHEAST YOUTH CENTER			14,127.59
80123404	NOVUS AUTO GLASS	1,588.70		
80123405	OVERDRIVE INC		24,102.03	
80123406	PACIFIC GOLF TURF LLC			15,161.90
80123407	PLANET TURF			211.40
80123408	RIEDEL SHOES INC			7,234.85
80123409	SHERWIN WILLIAMS CO			41.23
80123410	SHI CORP	2,495.78		
80123411	SINTO SENIOR CENTER			6,434.17
80123412	SNO VALLEY PROCESS SOLUTIONS			2,444.33
80123413	SOLID WASTE SYSTEMS INC	74,733.06		
80123414	HESTON HARDWARE			3,532.11
80123415	SPOKANE HOUSE OF HOSE INC			317.76
80123416	SPOKANE POWER TOOL & HDWE			446.35
80123417	STAR RENTALS & SALES			1,625.37
80123418	SUNBELT RENTALS INC			217.65
80123419	TACOMA SCREW PRODUCTS INC			243.50
80123420	THE HUNTINGTON NATIONAL BANK			2,228.52
80123421	TOBY'S BODY & FENDER INC	14,151.40		
80123422	VERIZON WIRELESS	1,862.30		4,135.08
80123423	SHERRILL INC	4,858.19		
80123424	WESTERN EQUIPMENT DISTRIBUTO			46.09
80123425	WILDROSE LTD dba			3,195.56
80123426	SARAH J DEATRICH			35.57
80123427	ABM JANITORIAL SERVICES SOUT	1,866.02		
80123428	ACRANET CBS BRANCH/DIV OF	133.00		
80123429	ACTION MATERIALS	1,123.87		
80123430	VYANET OPERATIONS GROUP dba	209.30		
80123431	ALSCO DIVISION OF ALSCO INC	6,655.79		
80123432	NORTHWEST INDUSTRIAL SERVICE	365.00		
80123433	ARAMARK UNIFORM SERVICES	19.49		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 11/27/23  
TIME: 07:13  
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80123434	AVISTA CORPORATION	1,181.35		
80123435	AVISTA UTILITIES	15,280.81		
80123436	BANNER FURNACE & FUEL	135.16		
80123437	BEACON SERVICE INC	916.42		
80123438	BUCK'S TIRE & AUTOMOTIVE	566.80		

80123439	BUDINGER & ASSOCIATES INC	7,053.53	
80123440	CALL2RECYCLE INC	2,115.70	
80123441	CAMTEK INC	190.75	
80123442	CARLSON SHEET METAL WORKS IN	7,365.13	
80123443	CATHOLIC CHARITIES	44,302.99	
80123444	CDW GOVERNMENT INC	3,436.21	
80123445	CINTAS CORPORATION	596.36	
80123446	COLEMAN OIL COMPANY LLC	56,628.68	
80123447	COLUMBIA ELECTRIC SUPPLY/DIV	127.09	
80123448	COMCAST	743.15	
80123449	COMMUNITY HEALTH ASSOCIATION	24,169.70	
80123450	CONNELL OIL INC	1,368.37	
80123451	STEVE CONNER		98.41
80123452	CONSOLIDATED SUPPLY CO	12,955.76	
80123453	COPIERS NORTHWEST INC	1,808.02	
80123454	CREEK AT QUALCHAN GOLF COURS		3,234.05
80123455	L N CURTIS & SONS	627.30	
80123456	ANN DEASY	37.92	
80123457	DELL MARKETING LP	15,229.70	
80123458	DELTA DENTAL OF WASHINGTON	27,642.76	
80123459	DEVRIES INFORMATION MANAGEME	189.19	
80123460	GWP HOLDINGS LLC	36,109.82	
80123461	E H GLOVER INC	16,033.15	
80123462	EDNETICS INC	1,067.33	
80123463	ELJAY OIL CO INC	1,648.41	
80123464	EUROFINS ENVIRONMENT TESTING	585.00	
80123465	EVERGREEN STATE TOWING LLC	2,094.98	
80123466	FASTENAL CO	5,735.01	
80123467	FEDERAL EXPRESS CORP/DBA FED	97.35	
80123468	GORLEY LOGISTICS LLC	83.17	
80123469	FIREPOWER INC	1,128.16	
80123470	FOUR LLC	7,495.23	
80123471	GALLS LLC	7,000.74	
80123472	GEO ENGINEERS INC	1,448.50	
80123473	GOODWILL INDUSTRIES OF THE	328,931.07	
80123474	GRADOVILLE ACTIVE TRAINING L	3,750.00	
80123475	GRAINGER INC	231.53	
80123476	GUNARAMA WHOLESALE INC	49.48	
80123477	H D FOWLER COMPANY	94.51	
80123478	NORMAN L OGDEN	4,482.08	
80123479	HIGH RISK TRAINING LLC	6,949.04	
80123480	HOTSY OF SPOKANE LLC	588.06	
80123481	HYAS GROUP LLC	48,203.75	
80123482	INGERSOLL RAND INDUSTRIAL	1,386.48	
80123483	INLAND ENVIRONMENTAL RESOURC	8,174.48	
80123484	JRP INTEGRATED SOLUTIONS LLC	10,000.00	
80123485	JUSTUS BAG CO INC	269.74	
80123486	KAISER FOUNDATION HEALTH PLA	110,564.41	

REPORT: PG3640 CITY OF SPOKANE  
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL  
USER: MANAGER  
RUN NO: 47

DATE: 11/27/23  
TIME: 07:13  
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80123487	KERSHAW INC	739.02		
80123488	LANGUAGE LINE SERVICES	395.54		
80123489	LEXIS-NEXIS RISK & ANALYTICS	442.95		
80123490	LONG BUSINESS FORMS LLC	38,369.36		
80123491	LOOMIS ARMORED US INC	1,216.67		
80123492	LSB CONSULTING ENGINEERS PLL	2,187.50		
80123493	LAURI WEINMANN	3,518.51		
80123494	MARTIN LUTHER KING JR FAMILY	615.22		
80123495	MIDLAND SCIENTIFIC INC	2,568.74		

80123496	NALCO CO	760.41		
80123497	NE COMMUNITY CENTER ASSN	30,474.19		
80123498	NEPTUNE TECHNOLOGY GROUP INC	6,536.59		
80123499	NORCO INC	1,330.53		
80123500	PIONEER HUMAN SERVICES	7,378.00		
80123501	POMP'S TIRE SERVICE INC	25,385.23		
80123502	PREMERA BLUE CROSS OR	661,624.47		
80123503	REVIVE COUNSELING SPOKANE PL	137,251.50		
80123504	THE SALVATION ARMY	1,527,547.58		
80123505	SECOND HARVEST FOOD BANK OF	3,605.91		
80123506	SHARP SHOOTING INDOOR RANGE	6,567.25		
80123507	SHI CORP	177.06		
80123508	SIMTECH SOLUTIONS INC	5,711.60		
80123509	SITEONE LANDSCAPE SUPPLY LLC	401.55		
80123510	SPOKANE NEIGHBORHOOD ACTION	116,844.37		
80123511	SPOKANE ARTS FUND	32,666.46		
80123512	SPOKANE COUNTY TREASURER	132.63		
80123513	SPOKANE REGIONAL COMMUNICATI	302,405.54		
80123514	ST JOHN'S PROPERTIES	98,164.04		
80123515	STARPLEX CORP	32,573.49		
80123516	TENANTS UNION OF WASHINGTON	62,271.57		
80123517	THE JERICHO ROAD	71,764.56		
80123518	TRANSITIONS DBA TRANSITIONAL	29,310.83		
80123519	TRUTH MINISTRIES OF SPOKANE	59,761.80		
80123520	US BANK OR CITY TREASURER	47,213.08		
80123521	VERIZON WIRELESS	2,598.56		
80123522	VOLCANIC PARTNERS LLC	20,192.21		
80123523	VOLUNTEERS OF AMERICA OF	168,062.04		
80123524	WEST CENTRAL COMMUNITY	9,457.69		
80123525	WSF LLC	5,230.83		
80123526	YWCA	19,647.16		
80123527	CHRISTOPHER AVERYT	15.50		
		-----	-----	-----
		5,995,088.79	88,648.75	300,885.61
				=====
			CITYWIDE TOTAL:	6,384,623.15

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 47

DATE: 11/27/23  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

FOSTER GARVEY PC	LEGAL SERVICES ACH PMT NO. - 80123350	295.00
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80123356	1,834.94
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80123358	6,901.19
TOTAL FOR 0020 - NONDEPARTMENTAL		9,031.13

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80123453	3.59
TOTAL FOR 0030 - POLICE OMBUDSMAN		3.59

0230 - CIVIL SERVICE

ADAM NIELSEN 333 MARK STALL PL	PROFESSIONAL SERVICES CHECK NO. - 00599397	223.00
GEOFF ALBRIGHT 7019 144TH ST SE	PROFESSIONAL SERVICES CHECK NO. - 00599396	608.14
GREG SUTHERLAND 3002 WESTMORE AVE	PROFESSIONAL SERVICES CHECK NO. - 00599393	626.48
LOGAN TERRY 1895 W GLADE CREEK ST	PROFESSIONAL SERVICES CHECK NO. - 00599395	762.72
PAT DALY 4007 152 PL SE	PROFESSIONAL SERVICES CHECK NO. - 00599398	605.52
THOMAS GROOM 5102 CHUKAR DR	PROFESSIONAL SERVICES CHECK NO. - 00599394	418.19
TOTAL FOR 0230 - CIVIL SERVICE		3,244.05

0320 - COUNCIL

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80123457	1,734.03
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80123457	1,328.86
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80123361	3,500.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123521	897.75
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TOTAL FOR 0320 - COUNCIL

7,460.64

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80123433	19.49
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80123467	12.21
T-MOBILE	CELL PHONE CHECK NO. - 00599404	13.04
T-MOBILE	IT/DATA SERVICES CHECK NO. - 00599404	83.49

TOTAL FOR 0370 - ENGINEERING SERVICES

128.23

0450 - NEIGHBHD HOUSING HUMAN SVCS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123521	85.50
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TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS

85.50

0480 - OFFICE OF CIVIL RIGHTS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123521	42.75
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TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS

42.75

0500 - LEGAL

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	OPERATING SUPPLIES ACH PMT NO. - 80123341	7.64
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80123345	17.10
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80123383	24.95
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123521	42.75
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80123360	9,979.03

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0500 - LEGAL

10,071.47

0550 - NEIGHBORHOOD SERVICES

ANN DEASY	LOCAL MILEAGE
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	ACH PMT NO. - 80123456	37.92
POLLYANNE F BIRGE	LOCAL MILEAGE	
	CHECK NO. - 00599376	88.56
		-----
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		126.48
0560 - MUNICIPAL COURT		
	-----	
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80123453	711.80
		-----
TOTAL FOR 0560 - MUNICIPAL COURT		711.80
0680 - POLICE		
	-----	
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS	
	ACH PMT NO. - 80123428	133.00
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00599373	4,263.99
AT&T MOBILITY	MINOR EQUIPMENT	
	CHECK NO. - 00599373	172.22-
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80123434	901.62
AVISTA CORPORATION	UTILITY NATURAL GAS	
	ACH PMT NO. - 80123434	279.73
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80123437	916.42
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80123448	165.23
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123453	0.43
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80123459	171.00
GALLS LLC	CLOTHING	
	ACH PMT NO. - 80123471	1,032.12
GALLS LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80123471	3,631.88
HONORABLE MAYOR AND COUNCIL MEMBERS		11/27/23 PAGE 5
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
GALLS LLC	PROTECTIVE GEAR/CLOTHING	
	ACH PMT NO. - 80123471	2,336.74
GRAINGER INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80123475	231.53
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80123476	49.48
JOSEPH TREUMER 1102 W JACKSON AVE	TOWING EXPENSE	
	CHECK NO. - 00599384	3,212.23



KERSHAW INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80123487	739.02
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80123488	163.07
LAURI WEINMANN	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80123493	3,518.51
LEXIS-NEXIS RISK & ANALYTICS	BACKGROUND CHECKS	
GROUP ACCURINT-ACCT 1189340	ACH PMT NO. - 80123489	163.50
LEXIS-NEXIS RISK & ANALYTICS	SOFTWARE MAINTENANCE	
GROUP ACCURINT-ACCT 1189340	ACH PMT NO. - 80123489	279.45
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80123491	582.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80123432	220.00
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80123507	132.86
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80123512	132.63
WYOMING WRECKER LLC	TOWING EXPENSE	
DBA AA ACES TOWING	ACH PMT NO. - 80123340	553.72
YWCA	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80123526	1,194.93
		-----
TOTAL FOR 0680 - POLICE		24,832.87
0700 - PUBLIC DEFENDER		
-----		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80123453	204.48
		-----
TOTAL FOR 0700 - PUBLIC DEFENDER		204.48
0750 - COMMUNITY/ECONOMIC DEV SVC		
-----		
HONORABLE MAYOR		11/27/23
AND COUNCIL MEMBERS		PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
JRP INTEGRATED SOLUTIONS LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80123484	10,000.00
		-----
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		10,000.00
1100 - STREET FUND		
-----		
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123359	5,086.17
		-----
TOTAL FOR 1100 - STREET FUND		5,086.17

1380 - TRAFFIC CALMING MEASURES

GWENDA DARNOLD 3610 W WELLESLEY AVE	PHOTO RED FINES CHECK NO. - 00599386	145.00
JON CLAUSS AND LAURA LYNNE NORSTOG	PHOTO RED FINES CHECK NO. - 00599387	145.00
MATTHEW HAWKINS 5021 S MOHAWK DR	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00599388	349.25
MATTHEW ROBERT WILD 1109 W TANAGER AVE	PHOTO RED FINES CHECK NO. - 00599385	218.61
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		857.86

1425 - AMERICAN RESCUE PLAN

SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80123511	32,666.46
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		32,666.46

1500 - PATHS AND TRAILS RESERVE FUND

SPOKANE REGIONAL TRANSPORTATION COUNCIL	CONTRACTUAL SERVICES CHECK NO. - 00599352	15,000.00
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		15,000.00

1625 - PUBLIC SAFETY PERSONNEL FUND

DS SERVICES OF AMERICA INC DBA CRYSTAL SPRINGS	OFFICE SUPPLIES CHECK NO. - 00599381	77.20
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		77.20

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80123342	9,364.57
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80123342	1,429.80
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123343	517.75
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123343	765.51
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80123348	1,348.09
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		13,425.72

1910 - CRIMINAL JUSTICE ASSISTANCE FD

LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80123488	232.47
		-----
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		232.47

1940 - CHANNEL FIVE EQUIPMENT RESERVE

CDW GOVERNMENT INC	COMMUNICATIONS EQUIPMENT	
	ACH PMT NO. - 80123444	3,436.21
		-----
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		3,436.21

1970 - FIRE/EMS FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80123342	15,513.35
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80123342	4,810.47
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123343	730.30
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80123343	77.95
COBALT TRUCK EQUIPMENT	PERMIT REFUNDS PAYABLE	
4620 E TRENT AVE	CHECK NO. - 00599348	38.00
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80123347	428.37

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80123348	149.33
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80123348	1,630.61
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80123348	250.55
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80123348	236.16
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80123467	7.10
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80123474	3,750.00
HARWIN LLC	BUILDING REPAIRS/MAINTENANCE	
DBA THE DRAIN SPECIALISTS	ACH PMT NO. - 80123346	910.15
L N CURTIS & SONS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123455	73.58

L N CURTIS & SONS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123455	553.72
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123398	430.55
MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123398	381.10
MICHAEL A BECK	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00599374	560.81
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80123402	614.04
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80123402	21.35
OXARC ATTN JULIE CREWS	PERMIT REFUNDS PAYABLE CHECK NO. - 00599350	900.00
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00599351	458.10
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80123507	44.20
SPOKANE REGIONAL COMMUNICATION	CONTRACTUAL SERVICES ACH PMT NO. - 80123513	302,405.54
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00599353	89.00
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80123422	362.73

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1970 - FIRE/EMS FUND		----- 335,427.06
1980 - DEFINED CONTRIBUTION ADMIN FND		
-----		
HYAS GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80123481	12,000.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		----- 12,000.00
3200 - ARTERIAL STREET FUND		
-----		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123439	1,281.35
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123370	272,116.98
COMBINED CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00599347	318,357.66
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123394	64,227.90

TOTAL FOR 3200 - ARTERIAL STREET FUND

-----  
655,983.89

4100 - WATER DIVISION  
-----

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123429	1,123.87
ANGELA BERTO 4204 W ROWAN AVE	REFUNDS CHECK NO. - 00599389	100.05
CENTURYLINK	TELEPHONE CHECK NO. - 00599378	160.45
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80123445	396.23
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80123452	12,955.76
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80123453	78.91
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123466	653.34
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80123349	1,709.17
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123477	94.51

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHAEL MOLINE 408 W HIGH DR	REFUNDS CHECK NO. - 00599390	3,476.18
NEPTUNE TECHNOLOGY GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80123353	28,560.00
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80123498	6,536.59
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00599379	691.60
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80123432	110.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123509	401.55
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	2,570.40
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00599408	136.00

TOTAL FOR 4100 - WATER DIVISION

-----  
59,754.61

4250 - INTEGRATED CAPITAL MANAGEMENT  
-----

ANGELA BERTO	REFUNDS
--------------	---------

4204 W ROWAN AVE	CHECK NO. - 00599389	33.11
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123439	5,772.18
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123472	1,448.50
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123394	173,239.12
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80123492	2,187.50
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		182,680.41

4300 - SEWER FUND

ANGELA BERTO	REFUNDS	
4204 W ROWAN AVE	CHECK NO. - 00599389	26.84
TOTAL FOR 4300 - SEWER FUND		26.84

4310 - SEWER MAINTENANCE DIVISION

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80123467	78.04
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80123349	1,709.17
WSF LLC dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123525	5,230.83
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		7,018.04

4320 - RIVERSIDE PARK RECLAMATION FAC

CARLSON SHEET METAL WORKS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123442	7,365.13
CINTAS CORPORATION	SAFETY SUPPLIES ACH PMT NO. - 80123445	130.78
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80123447	127.09
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80123464	95.00
FELIX HAYNES	MINOR SAFETY EQUIPMENT CHECK NO. - 00599383	180.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80123483	8,174.48
MIDLAND SCIENTIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80123495	2,568.74

NALCO CO	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123496	760.41
NORMAN L OGDEN	MINOR EQUIPMENT	
DBA H2O AND HFC SPECIALTIES	ACH PMT NO. - 80123478	4,482.08
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		23,883.71

4330 - STORMWATER

EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80123464	490.00
FINANCIAL CONSULTING SOLUTIONS	CONTRACTUAL SERVICES	
GROUP INC DBA FCS GROUP	ACH PMT NO. - 80123349	1,709.16
KXLY	CONTRACTUAL SERVICES	
SPOKANE TELEVISION INC	ACH PMT NO. - 80123351	2,280.00
TOTAL FOR 4330 - STORMWATER		4,479.16

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00599372	37,690.88
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80123435	494.23
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80123436	135.16
CHRISTOPHER AVERYT	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80123527	15.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80123453	202.70
EDNETICS INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80123462	1,067.33
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80123463	1,648.41
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80123466	1,222.31
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80123466	2,206.97
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80123466	1,062.59
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80123466	22.30
INGERSOLL RAND INDUSTRIAL	EQUIPMENT REPAIRS/MAINTENANCE	
US INC	ACH PMT NO. - 80123482	1,386.48
JOSEPH TERRY	PERMITS/OTHER FEES	

	CHECK NO. - 00599403	102.00
JUSTUS BAG CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123485	269.74
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80123491	634.67
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80123499	1,423.57
NORCO INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80123499	93.04-
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00599399	182.02
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00599400	61,829.16

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123430	209.30
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		----- 111,712.28

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80123431	6,655.79
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80123435	3,852.37
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80123435	8,399.05
BIG BELLY SOLAR LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00599375	425.97
CALL2RECYCLE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80123440	2,115.70
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00599377	49,918.99
CENTURYLINK	TELEPHONE CHECK NO. - 00599378	384.47
CINTAS CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80123445	69.35
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80123453	466.22
DUSTIN B MICHAELS	PERMITS/OTHER FEES CHECK NO. - 00599392	444.00
ENCORE VENTURES LLC DBA FASTSIGNS OF SPOKANE	PRINTING/BINDING/REPRO ACH PMT NO. - 80123382	872.63
FASTENAL CO	OPERATING SUPPLIES	



	ACH PMT NO. - 80123466	567.50
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80123468	83.17
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80123480	588.06
RUBICON GLOBAL LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80123355	157,819.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80123521	755.80
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	14,203.71

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4500 - SOLID WASTE COLLECTION	-----	247,621.78
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4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80123435	1,803.54
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00599378	72.02
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80123432	35.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS	-----	1,910.56

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80123435	695.38
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80123435	36.24
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80123438	566.80
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80123446	56,628.68
COMCAST	WEB SERVICES	
	ACH PMT NO. - 80123448	355.28
CONNELL OIL INC	LUBRICANTS	
DBA CO-ENERGY	ACH PMT NO. - 80123450	1,368.37
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80123465	2,094.98
GENUINE PARTS COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
DBA NAPA AUTO PARTS	ACH PMT NO. - 80123352	153,909.22
GWP HOLDINGS LLC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA DOBBS PETERBILT	ACH PMT NO. - 80123460	36,109.82

GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80123460	0.00
JEREMY LEMES	REGISTRATION/SCHOOLING CHECK NO. - 00599391	141.25
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123404	1,588.70
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123501	25,385.23

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123413	74,733.06
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80123421	14,151.40
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00599382	196.06
TOTAL FOR 5100 - FLEET SERVICES FUND		----- 367,960.47

5200 - PUBLIC WORKS AND UTILITIES

LONG BUSINESS FORMS LLC	OPERATING SUPPLIES ACH PMT NO. - 80123490	38,369.36
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		----- 38,369.36

5300 - IT FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00599345	5,256.42
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80123448	222.64
COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80123344	4,275.00
FOUR LLC DBA FOUR FOUR INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80123470	7,495.23
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80123354	3,600.00
SHI CORP	IT/DATA SERVICES ACH PMT NO. - 80123410	2,178.25
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80123410	317.53
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123422	1,499.57
TOTAL FOR 5300 - IT FUND		----- 24,844.64

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80123457	12,166.81
STRUCTURED COMMUNICATION SYSTEMS INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80123357	375.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	12,541.81
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5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80123520	47,213.08
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TOTAL FOR 5800 - RISK MANAGEMENT FUND	-----	47,213.08
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5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80123453	139.89
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TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	-----	139.89
---	-------	--------

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80123458	24,261.76
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80123486	84,690.43
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80123486	25,873.98
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80123502	557,476.31

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	-----	692,302.48
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5900 - FACILITIES MANAGEMENT FUND OPS

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123427	1,866.02
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123441	190.75
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123469	1,128.16
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	PUBLIC UTILITY SERVICE ACH PMT NO. - 80123494	593.52
MARTIN LUTHER KING JR FAMILY	UTILITY LIGHT/POWER SERVICE	

OUTREACH CENTER	ACH PMT NO. - 80123494	21.70
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80123515	32,573.49

HONORABLE MAYOR  
AND COUNCIL MEMBERS

11/27/23  
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80123521	774.01
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		37,147.65

5901 - ASSET MANAGEMENT FUND CAPITAL

KUTAK ROCK LLP	DEBT ISSUE COSTS ACH PMT NO. - 80123396	3,000.00
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		3,000.00

5902 - PROPERTY ACQUISITION POLICE

HIGH RISK TRAINING LLC DBA HRT TACTICAL GEAR	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80123479	6,949.04
SHARP SHOOTING INDOOR RANGE	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80123506	6,567.25
VOLCANIC PARTNERS LLC DBA VOLCANIC BIKES	MACHINERY/EQUIPMENT ACH PMT NO. - 80123522	20,192.21
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		33,708.50

5903 - PROPERTY ACQUISITION FIRE

MEILI MANUFACTURING	VEHICLES ACH PMT NO. - 80123399	4,511.51
SHERRILL INC DBA RESCUE DIRECT	MINOR EQUIPMENT ACH PMT NO. - 80123423	4,858.19
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		9,369.70

5904 - FACILITIES CAPITAL

E H GLOVER INC DBA HIGH TEMPERATURE LININGS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80123461	9,104.11
E H GLOVER INC DBA HIGH TEMPERATURE LININGS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80123461	6,929.04
TOTAL FOR 5904 - FACILITIES CAPITAL		16,033.15

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80123458	2,507.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80123481	4,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80123502	73,099.83
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00599409	5,762.00
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00599409	1,938.87
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		87,807.70
-----		
6255 - LAW ENFORCEMENT RECORDS MGMT		
-----		
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00599407	13,626.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		13,626.00
-----		
6300 - POLICE PENSION		
-----		
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00599380	4,575.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00599380	5,800.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80123458	874.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80123502	31,048.33
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00599401	4,810.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00599401	2,010.00
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00599402	7,500.00
TOTAL FOR 6300 - POLICE PENSION		56,617.33
-----		
TOTAL CLAIMS		3,219,905.18
-----		



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/29/2023
<b>Clerk's File #</b>	CPR 2023-0003
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 6032
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: November 25, 2023. Payroll check #570870 through check #570976 \$10,064,074.55

**Summary (Background)**

N/A

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 10,064,074.55

Select \$

Select \$

Select \$

**Budget Account**

# Various

#

#

#

**Approvals**

**Dept Head** MURRAY, MICHELLE

**Division Director** WALLACE, TONYA

**Finance** MURRAY, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** JONES, GARRETT

**Council Notifications**

**Study Session\Other**

**Council Sponsor**

**Distribution List**

**Additional Approvals**

**Purchasing**


## PAYROLL RECAP BY FUND

**PAY PERIOD ENDING NOVEMBER 25, 2023**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	22,610.40
0230	CIVIL SERVICE	54,830.80
0260	CITY CLERK	31,432.81
0320	COUNCIL	65,099.21
0330	PUBLIC AFFAIRS / COMMUNICATIONS	43,894.22
0370	ENGINEERING SERVICES	231,264.28
0410	FINANCE	49,649.80
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	14,690.24
0470	HISTORIC PRESERVATION	7,879.20
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	4,432.80
0500	LEGAL	171,335.31
0520	MAYOR	23,429.57
0550	NEIGHBORHOOD SERVICES	24,541.47
05601	MUNICIPAL COURT	145,071.63
0570	OFFICE OF HEARING EXAMINER	8,125.60
0620	HUMAN RESOURCES	41,459.96
0650	PLANNING SERVICES	67,840.80
0680	POLICE	2,390,783.57
0690	PROBATION SERVICES	58,356.05
0700	PUBLIC DEFENDERS	102,151.36
0750	ECONOMIC DEVELOPMENT	12,600.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,571,479.88

FUND	FUND NAME	TOTAL
1100	STREET	313,560.44
1200	CODE ENFORCEMENT	66,139.68
1300	LIBRARY	247,503.12
1380	TRAFFIC CALMING MEASURES	2,985.60
1400	PARKS AND RECREATION	406,535.86
1425	AMERICAN RESCUE PLAN	5,497.98
1460	PARKING METER	36,397.81
1620	PUBLIC SAFETY & JUDICIAL GRANT	21,173.91
1625	PUBLIC SAFETY PERSONNEL	258,538.37
1680	CD/HS	73,851.65
1910	CRIMINAL JUSTICE ASSISTANCES	2,186.40
1970	EMS FUND	1,786,665.12
4100	WATER	545,730.37
4250	INTEGRATED CAPITAL FUND	63,319.10
4300	SEWER	719,724.48
4480	REFUSE	802,817.67
4600	GOLF	45,346.06
4700	GENERAL SERVICES FUND	223,345.59
5100	FLEET SERVICE	136,288.98
5200	PUBLIC WORKS & UTILITY FUND	68,695.56
5300	MIS	262,734.93
5400	REPROGRAPHICS	7,814.40
5500	PURCHASING	41,420.80
5600	ACCOUNTING SERVICES	181,263.60
5700	MY SPOKANE	36,206.29
5750	PROJECT MANAGEMENT OFFICE	35,783.20
5800	RISK MANAGEMENT	5,080.00
5810	WORKER'S COMPENSATION	26,948.60
5830	SELF-FUNDED MEDICAL/DENTAL	14,951.61
5900	ASSET MANAGEMENT	44,358.68
6060	CITY RETIREMENT	9,728.81
	TOTAL	10,064,074.55



# MINUTES OF SPOKANE CITY COUNCIL

Monday, November 13, 2023

## BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

### Roll Call

On roll call, Council President Kinnear and Council Members Bingle, Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present.

Acting City Administrator Garrett Jones; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

### Current Agenda Review

The City Council reviewed the November 13, 2023, Current Agenda.

Letter to the Washington State Legislature (CPR 2023-0016)

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to suspend** Council Rules for purposes of adding to the agenda; **carried 6-1.**

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to add** City Council Letter to the Washington State Legislature in support of extended producer responsibility relating to plastic waste to tonight's agenda under "Special Considerations;" **carried 5-2.**

Resolution 2023-0094 (Council Sponsors: Council Members Zappone and Wilkerson) and Resolution 2023-0095 (Council Sponsors: Council Members Wilkerson and Bingle)

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to defer Resolution 2023-0094** (requesting special election on February 13, 2024, for library property tax levy) and **Resolution 2023-0095** (requesting special election on February 13, 2024, for parks property tax levy) to the December 4, 2023, Agenda; **carried 7-0.**

Final Reading Ordinance C36454 (Council Sponsors: Council Members Bingle and Cathcart)

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to defer** Final Reading Ordinance C36454—relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees—to December 4, 2023, Agenda; **carried 5-2.**

## **Candidate Interview – Ethics Commission**

The City Council interviewed Jeff Hanson, candidate for the Ethics Commission.

## **Current Agenda Review (continued) - Open Forum**

**Motion** by Council Member Cathcart, seconded by Council Member Stratton, **to suspend** Council Rules for the purpose of moving Open Forum to the end of the 6:00 p.m. Legislative Session; **carried 7-0.**

**Motion** by Council Member Cathcart, seconded by Council Member Stratton, **to move** Open Forum to the last item on the agenda; **carried 7-0.**

## **Advance Agenda Review**

The City Council received an overview from staff on the November 20, 2023, Advance Agenda items.

### Office of Police Ombudsman Commission – One Appointment (CPR 2015-0034)

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to defer indefinitely** the one appointment to the Office of Police Ombudsman Commission; **carried 5-2.**

### Resolution 2023-0097 (Council Sponsors: Council President Kinnear and Council Member Bingle)

**Motion** by Council Member Zappone, seconded by Council Member Wilkerson, **to suspend** the Council Rules for purposes of adding Resolution 2023-0097 (regarding adoption of the City of Spokane’s Public Rule for Wastewater and Water General Facilities Charges and Incentives); **carried 7-0.**

**Motion** by Council Member Bingle, seconded by Council Member Zappone, **to add** Resolution 2023-0097, with Kinnear version (of the rule) (also referred to as staff’s version of the rule as distributed by Assistant City Attorney Elizabeth Schoedel earlier today) to November 20 Agenda; **carried 7-0.**

### December 18, 2023, Meeting Cancellations

**Motion** by Council Member Cathcart, seconded by Council Member Bingle, **to cancel** the Council standing committee meeting and legislative meeting (both 3:30 p.m. and 6:00 p.m. sessions) on December 18 and move the consideration of that ordinance (Ordinance C36456 relating to budget planning and budget presentations) to December 4; **carried 7-0.** (Clerical Note: Ordinance C36456 was initially deferred to the December 18, 2023, Agenda during the November 6, 2023, 3:30 p.m. Briefing Session.)

## **Action to Approve November 20, 2023, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the November 20, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Cathcart, seconded by Council Member Wilkerson, **to approve** the November 20, 2023, Advance Agenda; **carried 7-0.**

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

The City Council adjourned at 4:53 p.m. No Executive Session was held. The City Council reconvened at 6:08 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Kinnear.

### **Roll Call**

On roll call, Council President Kinnear and Council Members Bingle, Cathcart, Oelrich, Stratton, Wilkerson, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports.**

### **MAYORAL PROCLAMATION**

November 13-17 *National Apprenticeship Week*

Council Member Stratton read the proclamation. Mike Ankney, AGC Apprenticeship Director, and Kenna May, Spokane Community Colleges SCC Manager of Apprenticeship and Washington State Apprenticeship and Training Council Member, accepted the proclamation and remarked on the event.

The proclamation is attached to these minutes for reference.

There were no **Reports from Neighborhood Councils.**

### **BOARD AND COMMISSION APPOINTMENTS**

**Reappointment to Spokane Human Rights Commission – Youth Position (CPR 1991-0068) (Carried over from the November 6, 2023, City Council Meeting)**

**Upon 7-0 Voice Vote,** the City Council **approved** (and thereby confirmed) the reappointment of Livia Koh to the Spokane Human Rights Commission for a one-year term, from September 1, 2023, to August 31, 2024.

There were no **Administrative Reports**.

## **CONSENT AGENDA**

After public testimony from two individuals and an opportunity for Council commentary, with none provided, the following action was taken:

**Motion** by Council Member Bingle, seconded by Council Member Zappone, **to approve** Staff Recommendations for the following items; **carried 7-0**:

Consultant Agreement with Bridge Diagnostics, Inc. (Louisville, CO) to perform trunnion friction testing on 8 radial spillway gates at the Upriver Dam and to examine gate performance from November 13, 2023 to December 31, 2024—\$156,947.13 (plus tax, if applicable). (OPR 2023-1196) (Council Sponsor: Council President Kinnear)

Consultant Agreement with Parametrix, Inc. (Spokane) for construction management on-call services for 2024-2025 non-federal aid projects—not to exceed \$800,000. (Various Neighborhoods). (OPR 2023-1197 / ENG 2023117) (Council Sponsor: Council President Kinnear)

Three-year Contract with Environmental Systems Research Institute, Inc. (Redlands, CA) providing subscription services to ArcGIS Software to run its Geographic Information System (GIS) from January 1, 2024, to December 31, 2026. Annual payments: \$167,000 in 2024, \$169,000 in 2025, and \$175,100 in 2026 (plus tax). (OPR 2023-1198) (Council Sponsor: Council Member Bingle)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 3, 2023, total \$10,839,758.12 (Check Nos.: 598738-598925; ACH Nos.: 122636-122866), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,371,069.48. (CPR 2023-0002)

City Council Meeting Minutes: October 26, October 30, November 2, and November 6, 2023. (CPR 2023-0013)

**Note - The following Consent Agenda items were carried over from the November 6, 2023, City Council Meeting:**

Value Blankets Renewals 1 of 4 for December 15, 2023, through December 14, 2024, for the Waste to Energy Facility with:

a. Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives—annual cost not to exceed \$80,000 (plus tax). (OPR 2022-0900 / RFQ 5760-22)

b. Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of superheater tube panels—\$2,000,000 (plus tax). (OPR 2022-0901 / ITB 5754-22)

(Council Sponsors: Council President Kinnear and Council Member Bingle)

Value Blanket Amendment/Renewal 2 of 2 with Northstar Chemical, Inc. (Sherwood, OR) for the purchase of hydrochloric acid for the Waste to Energy Facility from January 1, 2024, through December 31, 2024—annual cost \$100,000 (plus tax), plus an additional \$25,000 for the current Value Blanket. (OPR 2022-0829 / ITB 5063-19) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Value Blanket Renewal 4 of 4 with WEMCO, Inc. (Spokane) for the as-needed purchase of spare electrical parts for the cranes at the Waste to Energy Facility from November 15, 2023, through November 14, 2024—annual cost not to exceed \$49,000 (plus tax). (OPR 2019-0907 / RFQ 5165-19) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Lease extension with Kenworth Sales (Spokane) for a semi-truck utilized at the Waste to Energy Facility from January 1, 2023, through March 31, 2024—additional \$36,650.02 (plus applicable taxes and fees). (OPR 2023-0385) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Contract Renewal 2 of 4 with Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus (Spokane Valley, WA) for the offsite rebuild of hydraulic and pneumatic cylinders for the Waste to Energy Facility from January 1, 2024 through December 31, 2024—not to exceed \$100,000 (plus tax, if applicable). (OPR 2021-0786 / IRFP 5525-21) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Contract Renewal 3 of 4 with Foust Fabrication Co. (Colville, WA) for as-needed offsite grapple repairs for the Waste to Energy Facility from December 1, 2023, through November 30, 2024—annual cost not to exceed \$85,000 (plus tax). (OPR 2020-0866 / ITB 5342-20) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Contract Renewal 4 of 4 with TestAmerica Laboratories, Inc., d/b/a Eurofins TestAmerica (Spokane Valley, WA) for analytical testing services at the Waste to Energy Facility from November 1, 2023, through October 31, 2024—annual cost not to exceed \$35,000 (incl. tax). (OPR 2019-0983 / IRFP 5152-19) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Contract Renewals 4 of 4 for January 1, 2024, through December 31, 2024, for the Waste to Energy Facility with:

- a. Bay Valve Service, LLC (Longview, WA) for onsite valve repair—annual cost not to exceed \$325,000 (plus tax). (OPR 2019-0957 / PW ITB 5133-19)
- b. Online Cleaning Services (Marysville, CA) for boiler blast cleaning services—annual cost not to exceed \$345,000 (plus tax). (OPR 2019-0958 / PW ITB 5096-19)

(Council Sponsors: Council President Kinnear and Council Member Bingle)

Purchase from PS Operating Company, LLC, d/b/a QC Supply (Schuyler, NE) of eight high performance wheeled fire extinguishers and heavy-duty outdoor covers for the Solid Waste Collection Department—\$55,567.04 (plus tax, if applicable). (OPR 2023-1119 / RFQ 5977-23) (Council Sponsor: Council President Kinnear)

Amendment No. 4 and Extension to Interlocal Agreement with Spokane County for transfer and disposal services at the Waste to Energy Facility, extending the contract through November 17, 2024—\$7,800,000 revenue. (OPR 2014-0060) (Council Sponsors: Council President Kinnear and Council Member Bingle)

Lease Agreement Amendment with Northeast Community Center Association (NECC) (Spokane) extending the contract through December 31, 2038, allowing NECC to secure Department of Commerce loans for the project. (OPR 2007-0528) (Council Sponsors: Council Members Stratton and Cathcart)

Low Bid of Max J. Kuney Co. (Spokane) for the Upriver Dam Spillway Rehabilitation Phase III project—\$1,374,015 (plus tax). An administrative reserve of \$137,401.50 (plus tax), which is 10% of the contract, will be set aside. (OPR 2023-1120 / ENG 2022081) (Council Sponsor: Council President Kinnear)

Contract with KPFF Consulting Engineers, Inc. (Spokane) to conduct the Inland Empire Way Study and preliminary engineering from November 1, 2023, through December 31, 2025—\$244,025 (plus tax, if applicable). (Latah/Hangman Neighborhood) (OPR 2023-1121 / ENG 2022072) (Council Sponsor: Council Member Bingle)

Twenty-year Loan Contract with the Department of Health Drinking Water State Revolving Fund for construction of the West Plains Booster Station at an interest rate of 2.25 percent—\$6,666,000. (OPR 2023-1122 / ENG 2018102)(Council Sponsor: Council Member Bingle)

Low Bid of MDM Construction Group, Inc. (Hayden, ID) for Thor Freya Couplet Phase II project—\$4,394,693.98. An administrative reserve of \$439,469.40, which is 10% of the contract price, will be set aside. (East Central Neighborhood) (OPR 2023-1123 / ENG 2021098) (Council Sponsor: Council President Kinnear)

Special Counsel Contract Amendment No. 4 with Craig Trueblood of the Law Firm K&L Gates, LLP (Spokane) for outside counsel services regarding the appeal of the City's

NPDES permit—additional \$150,000. Total contract amount: \$500,000. (OPR 2022-0644)  
(Council Sponsor: Council President Kinnear)

Recommendation to list the Parkade Parking Garage, 511 West Main Avenue, on the Spokane Register of Historic Places. (OPR 2023-1124) (Council Sponsors: Council Members Bingle and Cathcart)

Consultant Agreement with NB Engineering dba Evergreen StormH2O (Spokane) to perform a Non-Vegetated Bioretention Tape Study Project from November 1, 2023, through July 1, 2027—\$375,945. (OPR 2023-1125 / RFQu 5906-23) (Council Sponsor: Council President Kinnear)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 27, 2023, total \$7,349,560.87 (Check Nos.: 598612-598737; ACH Nos.: 122399-122635), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,128,909.61. (CPR 2023-0002)
- b. Payroll claims of previously approved obligations through October 28, 2023: \$9,037,596.61 (Check Nos.: 570613-570743). (CPR 2023-0003)

City Council Meeting Minutes: October 23, 2023.  
(CPR 2023-0013)

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

**Special Budget Ordinance C36457 (Carried over from the November 6, 2023, City Council Meeting) (Council Sponsors: Council Members Cathcart and Wilkerson)**

After public testimony from one individual and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36457** amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Various Funds to make grade and associated pay range changes for various positions (as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.)

**Ayes:** Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

**For action on Resolutions 2023-0094 and 2023-0095, see section of minutes under 3:30 p.m. Briefing Session.**

## **FINAL READING ORDINANCES**

**Final Reading Ordinance C36460 (Council Sponsors: Council President Kinnear and Council Member Wilkerson)**

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

**Upon 6-1 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36460** updating the Annual City of Spokane property tax levy for 2024.

**Ayes:** Bingle, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone  
**Nos:** Cathcart  
**Abstain:** None  
**Absent:** None

**For Council action on Final Reading Ordinance C36454, see section of minutes under 3:30 p.m. Briefing Session.**

**For Council action on Final Reading Ordinance C36455, see section of minutes under Hearings.**

## **FIRST READING ORDINANCES**

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

**ORD C36470** Amending Ordinance C32457 that vacated 6th Avenue from approximately 100 feet west of Audubon Street to Audubon Street and located in the Northeast Quarter of Section 23, Township 25 North,



Range 42 East, Willamette Meridian. (Council Sponsors: Council Members Wilkerson and Oelrich) (Clerical Note: This ordinance was incorrectly assigned as ORD C32457 on the City Council’s Agenda [both the November 13 (First Reading) and November 20 (Final Reading)] Agendas. As this is an ordinance “amending” Ordinance C32457 (passed by City Council on October 2, 2000), the ordinance should have been assigned a new ordinance number. Following the November 20, 2023, City Council meeting, the City Clerk’s Office clerically corrected the assigned number to Ordinance C36470. Ordinance C36470 amends Ordinance C32457.)

**ORD C36461** Relating to General Facilities Charges (GFCs) for public utilities and services; amending SMC sections 13.03.0730, 13.03.0732, and 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2040, 13.04.2042, and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Member Bingle)

**The First Readings of the following Ordinances (C36458 and C36459) were carried over from the November 6, 2023, City Council Meeting:**

**ORD C35458** Relating to housing development regulations and extending an interim zoning ordinance; repealing Sections 17C.400.010, 17C.400.020, and 17C.400.030 of the Spokane Municipal Code; and amending Section 17C.400.040 of the Spokane Municipal Code to extend an additional six months. (Council Sponsors: Council Members Wilkerson and Cathcart)

**ORD C36459** Relating to increasing housing options by permitting and encouraging the construction of middle housing in more residential zoning districts; adopting subdivision processes to encourage homeownership; implementing Section 3 of HB 1110; amending Spokane Municipal Code (SMC) chapters 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.040, 17A.020.060, 17A.020.120, 17A.020.130, 17A.020.180, 17A.020.190, 17A.020.200, 17A.040.020, 17A.040.030, 17A.040.040, 17A.040.050, 17C.120.500, 17C.122.060, 17C.200.020, 17C.200.040, 17C.200.100, 17C.230.110, 17C.230.130, 17C.300.010, 17C.300.100, 17C.300.110, 17C.300.130, 17G.020.060, 17G.025.010, 17G.030.010, 17G.030.030, 17G.030.040, 17G.070.030, 17G.070.135, 17G.080.020, 17G.080.040, 17G.080.050, 17G.080.060, 17G.080.065; repealing SMC chapters 17C.110, 17G.060, and 17G.060T, and SMC sections 17G.080.010, and 17G.080.080; adopting SMC chapters 17C.111 and 17G.061, and SMC sections 17D.060.135, 17G.080.000, and 17G.080.025; and setting an effective date. (As substituted on October 30, 2023) (Council Sponsors: Council Members Wilkerson and Cathcart)

## SPECIAL CONSIDERATIONS

**City Council Letter to the Washington State Legislature (CPR 2023-0016) (as added during the 3:30 p.m. Briefing Session) (Council Sponsor: Council President Kinnear)**

After Council and staff commentary, the following action was taken:

**Upon 5-2 Voice Vote**, the City Council **approved** the City Council Letter to the Washington State Legislature in support of extended producer responsibility relating to plastic waste.

**Ayes:** Kinnear, Oelrich, Stratton, Wilkerson, and Zappone  
**Nos:** Bingle and Cathcart  
**Abstain:** None  
**Absent:** None

## HEARINGS

**Beginning Hearing on Proposed 2024 Budget (FIN 2023-0001)**

The City Council held a hearing on the Proposed 2024 Budget. There was an opportunity for public testimony, with no individuals requesting to speak, and brief Council and staff commentary was held. The following action was then taken:

**Motion** by Council Member Cathcart, seconded by Council Member Bingle, **to continue** the Public Hearing on the 2024 Proposed Budget to November 20; **carried 7-0**.

**Final Reading Ordinance C36455—Six-year Citywide Capital Improvement Program (carried over from the November 6, 2023, City Council Meeting) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)**

The Spokane City Council held a hearing on Final Reading Ordinance C36455. There was an opportunity for public testimony and Council commentary, with no individuals requesting to speak. The following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Final Reading Ordinance C36455** adopting a six-year Citywide Capital Improvement Program for the years 2024 through 2029 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan.

**Ayes:** Bingle, Cathcart, Kinnear, Oelrich, Stratton, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None

**Absent:** None

**OPEN FORUM**  
**(as moved to the end of the Agenda during the 3:30 p.m. Briefing Session)**

The following individual(s) spoke during the Open Forum:

- Will Hulings
- Mikhail Slyusarev
- Zach McGuckin
- Azalyn Croft
- Erik Lowe
- Jay MacPherson
- Karl Boettner
- Mike Gleason
- David Brookbank
- Eugene Knowles
- Anton Velone
- Lukas Yanni
- Andrew Cowley
- Tonia Comstock
- Travis Mateer

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting adjourned at 7:17 p.m. No Executive Session was held.

Minutes prepared and submitted for publication in the December 6, 2023, issue of the *Official Gazette*.

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Terri Pfister  
City Clerk

Approved by Spokane City Council on December 4, 2023.

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Betsy Wilkerson

City Council President



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/28/2023
<b>Clerk's File #</b>	OPR 2022-0842
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID THRU CLAIMS

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	LYNDEN SMITHSON 6283
<b>Contact E-Mail</b>	LSMITHSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Contract Amendment with KEATING, BUCKLIN & MCCORMACK, INC., P.S., Seattle, WA, for legal services and advice regarding THE ESTATE OF DAVID SHAFER, ET. AL. v. CITY, requesting \$100,000 for contract total of \$200,000.

**Summary (Background)**

This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 100,000
Select	\$
Select	\$
Select	\$

**Budget Account**

# From Claims
#
#
#

**Approvals**

<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	11/27/23 PIES
<b>Council Sponsor</b>	Council Member Cathcart
<b>Distribution List</b>	
	sestes@kbmlawyers.com
	nodle@spokanecity.org
	ahaile@spokanecity.org
	James.Scott@davies-group.com
	sdhansen@spokanecity.org
	ddaniels@spokanecity.org
	shenry@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	



City of Spokane  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID SHAFER, ET. AL. V. CITY OF SPOKANE, and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated November 8, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on August 1, 2023.

**4. COMPENSATION.**

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

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

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

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/28/2023
<b>Clerk's File #</b>	OPR 2023-1255
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB 6007-23
<b>Requisition #</b>	RE 20352

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	KYLE ARRINGTON 625-4647
<b>Contact E-Mail</b>	KARRINGTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320-CLARK AVENUE LIFT STATION BY PASS CONTRACT-INLAND INFRASTRUCTURE, LLC

**Agenda Wording**

Consent to award Clark Avenue Lift station Bypass Contract with Inland Infrastructure, LLC. Term of this contract is to begin on December 11, 2023 and end on December 31, 2024. Total cost including tax is \$353,350.75.

**Summary (Background)**

PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder. PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder. The emergency electrical system needs to be updated; a bypass is required to do that work. Backup power is not automatically available to the station in the event of an outage.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ \$353,350.75

Select \$

Select \$

Select \$

**Budget Account**

# 4320343290.35148.54801.10090

#

#

#

**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Wilkerson

**Distribution List**

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mmurray@spokanecity.org
Tax & Licenses
rrinderle@spokanecity.org
cpeterschmidt@spokanecity.org
fbrown@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA





CITY OF SPOKANE  
 Nelson Center  
 Purchasing  
 PHONE 509 625 6527

PW ITB 6007-23 CLARKE AVE LIFT STATION BYPASS. Public Works

Annual Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

McClintock & Turk, Inc.

Inland Infrastructure LLC

Item	Qty	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Bypass Pumping System	1	Total Lump Sum. Do not include Washington State Sales Tax.	\$138,084.00	\$138,084.00	\$180,375.00	\$180,375.00
Bypass Pumping Operations	3	All-inclusive lump sum pricing. Lump sum pricing is per 24 hour day or any part of. Do not include Washington State Sales Tax.	\$23,601.00	\$70,803.00	\$22,100.00	\$66,300.00
Bypass Pumping Standby	10	All-inclusive lump sum pricing. Lump sum pricing is per 24 hour day or any part of. Do not include Washington State Sales Tax. Do not include Washington State Sales Tax.	\$11,560.00	\$115,600.00	\$7,750.00	\$77,500.00
<b>Subtotal</b>			<b>\$324,487.00</b>		<b>\$324,175.00</b>	
<b>Tas 9%</b>			<b>\$29,203.83</b>		<b>\$29,175.75</b>	
<b>Extended Total</b>			<b>\$353,690.83</b>		<b>\$353,350.75</b>	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Fred Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:fbrown@spokanecity.org">fbrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Committee Date</b>	November 27 <sup>th</sup> , 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award Clark Avenue Lift station Bypass Contract with Inland Infrastructure, LLC.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder.</p> <p>The emergency electrical system needs to be updated; a bypass is required to do that work. Backup power is not automatically available to the station in the event of an outage.</p>
<b>Proposed Council Action</b>	Consent Agenda December 11 <sup>th</sup> , 2023
<p><b>Fiscal Impact</b>            Total Cost: <u>\$353,350.75</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A            Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source: Wastewater Management Maintenance 4320.43290.35148.54801.10090            Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **CLARKE AVENUE  
LIFT STATION BY PASS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND INFRASTRUCTURE, LLC**, whose address is 1800 East Trent Avenue, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to perform the Clarke Avenue Lift Station Bypass at the Riverside Park Water Reclamation Facility; and*

*WHEREAS, the Contractor was selected through PW-ITB 6007-23 issued by the City.*

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on December 11, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

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

The Contractor 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 Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Clarke Avenue Lift Station Bypass at the Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED FIFTY AND 75/100 DOLLARS (\$353,350.75)**, plus applicable sales tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### **5. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. 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 Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by 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.

#### **8. BONDS.**

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

#### **9. PUBLIC WORKS REQUIREMENTS.**

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

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

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

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

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

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

### **13. 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.

### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

### **15. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

#### **16. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**

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

#### **20. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

#### **21. ANTI KICK-BACK.**

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

#### **22. 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.



### 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

### 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**INLAND INFRASTRUCTURE, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title  
Attest:

\_\_\_\_\_  
Title  
Approved as to form:

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

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

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

- Exhibit A – Debarment Certification
- Payment Bond
- Performance Bond
- Exhibit B - Contractor’s Bid Response

**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 actual knowledge and belief, that its officers and directors:
  - 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)

**PAYMENT BOND**

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED FIFTY AND 75/100 DOLLARS (\$353,350.75)**, 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 **Clarke Avenue Lift Station Bypass at the Riverside Park Water Reclamation Facility**. 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 INFRASTRUCTURE, LLC,**

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 author-  
ized to sign the document and acknowledged it as the agent or representative of the named  
surety company which is authorized to do business in the State of Washington, for the uses  
and purposes therein mentioned.

DATED: \_\_\_\_\_

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

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

**PERFORMANCE BOND**

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED FIFTY AND 75/100 DOLLARS (\$353,350.75)**, 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 **Clarke Avenue Lift Station Bypass at the Riverside Park Water Reclamation Facility**. 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 INFRASTRUCTURE, LLC,**

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 mentioned in this document.

DATED on \_\_\_\_\_.

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

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

**EXHIBIT B**



# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/27/23      **Type of expenditure:**    Goods     Services

**Department:** Wastewater Management

**Approving Supervisor:** Raylene Gennett

**Amount of Proposed Expenditure:** \$200,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** Wastewater Management Maintenance and Operations

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The emergency electrical system needs to be updated; a bypassed is required to do that work.

**What are the impacts if expenses are deferred?**

Backup power is no automatically available to the station in the even of an outage.

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Bypass Pumping System Installation and Operation for the Lift Station

**Person Submitting Form/Contact:**

**Division Director:**  
 Marlene Feist Digitally signed by Marlene Feist  
 Date: 2023.10.03 16:46:55 -07'00"

**CFO Signature:**  
Tonya Wallace

**City Administrator Signature:**  
  
City of Spokane (01/15/2023) (1.004.001)

**Additional Comments:**










# Expenditure Control Form-2023 - Clark bypass\_mf

Final Audit Report

2023-10-05

Created:	2023-10-04
By:	Erin Haugen (ehaugen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdizyDINZQMZvVvs9ce-rwoFtbLdtyzNo

## "Expenditure Control Form-2023 - Clark bypass\_mf" History

-  Document digitally presigned by Marlene Feist (mfeist@spokanecity.org)  
2023-10-03 - 11:46:55 PM GMT
-  Document created by Erin Haugen (ehaugen@spokanecity.org)  
2023-10-04 - 10:15:03 PM GMT
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-10-04 - 10:16:19 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-10-04 - 10:35:22 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-10-04 - 10:35:35 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-04 - 10:35:36 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-05 - 10:04:02 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-05 - 10:04:14 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-05 - 10:04:14 PM GMT



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/28/2023
<b>Clerk's File #</b>	OPR 2023-1256
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB 6010-23
<b>Requisition #</b>	RE 20360

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	KYLE ARRINGTON 625-4647
<b>Contact E-Mail</b>	KARRINGTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320-WAREHOUSE ROOF - GUARDIAN ROOFING COMPANY

**Agenda Wording**

Consent to Warehouse Roof Replacement Contract with Guardian Roofing Company. The term of the contract is scheduled to begin on December 11, 2023 and to end on December 31, 2024. Total cost including tax is \$165,680.00

**Summary (Background)**

PW ITB 6010-23 was issued to procure the Warehouse Roof Replacement. Guardian Roofing Company was selected as the lowest responsive bidder. The Roof is leaking on this facility and needs to be replaced.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$165,680.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	4320.343290.35148.54801.10114
#	
#	
#	

**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	Wilkerson
<b>Distribution List</b>	hbarnhart@spokanecity.org
	kkeck@spokanecity.org
	mmurray@spokanecity.org
	Tax & Licenses
	rrinderle@spokanecity.org
	cpeterschmidt@spokanecity.org
	fbrown@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA
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CITY OF SPOKANE  
 Nelson Center  
 Purchasing  
 PHONE 509 625 6527

**IPWQ 6010-23 Maintenance and Warehouse Roof Membrane Replacement - Public Works**

<b>VENDOR</b>	<b>Guardian Roofing &amp; Exteriors</b>	<b>JR Swigart</b>	<b>Spokane Roofing Company</b>
Item	Bid Price	Bid Price	Bid Price
Replacement Roofing System, Total Lump Sum.	\$145,750.00	\$149,835.00	\$152,000.00
<b>Subtotal</b>	\$145,750.00	\$149,835.00	\$152,000.00
<b>Tax 9%</b>	\$13,117.50	\$13,485.15	\$13,680.00
<b>Extended Total</b>	\$158,867.50	\$163,320.15	\$165,680.00
<b>Bid Bond</b>	Yes	Yes	Yes
<b>Notes</b>			Spokane Roofing was asked to provide Supplemental Responsibility Form by 2:00PM 11-16-23. Bidder not to provide with bid. Bidders are require to submit with 24 hours after being asked.

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Fred Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:fbrown@spokanecity.org">fbrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Committee Date</b>	November 27 <sup>th</sup> , 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to Warehouse Roof Replacement Contract with Guardian Roofing Company
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	PW ITB 6010-23 was issued to procure the Warehouse Roof Replacement. Guardian Roofing Company was selected as the winning contractor. The Roof is leaking on this facility and needs to be replaced.
<b>Proposed Council Action</b>	Consent Agenda December 11 <sup>th</sup> , 2023
<b>Fiscal Impact</b>	
Total Cost: <u>\$158,867.50</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Wastewater Management CIP 4320.43290.35148.54801.10114	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: MAINTENANCE AND WAREHOUSE  
ROOF MEMBRANE REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GUARDIAN ROOFING & EXTERIORS**, whose address is 805 South Penn Ivy Street, Moses Lake, Washington, 98837 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide Maintenance and Warehouse Roof Membrane Replacement at the City of Spokane Riverside Park Water Reclamation Facility; and*

*WHEREAS, the Contractor was selected through IPWQ 6010-23 issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on December 11, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

**2. SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Maintenance and Warehouse Roof Membrane Replacement at the City of Spokane Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

**3. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$145,750.00)**, plus applicable sales tax. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

**5. 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 Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

**6. STATE PREVAILING WAGES.**

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

**7. RETAINAGE IN LIEU OF BOND.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**8. 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.

**9. TAXES, FEES AND LICENSES.**

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

**10. CITY OF SPOKANE BUSINESS LICENSE.**

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

**11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**12. DEBARMENT AND SUSPENSION.**

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

**13. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to



which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

#### **14. INSURANCE.**

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractors General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

#### **15. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of

subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

**16. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**17. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does

not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

**18. TERMINATION.**

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

**19. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

**20. ANTI KICK-BACK.**

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

**21. CONSTRUUAL.**

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.

**22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract for one year and shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

**23. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.



**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**



**Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement**

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route ALL requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 10/5/23      **Type of expenditure:**      Goods       Services

**Department:** Wastewater Management

**Approving Supervisor:** Raylene Gennett

**Amount of Proposed Expenditure:** \$125,000.00

Is this against a master agreement? If yes, please provide the number:

**Funding Source** Wastewater Management Capital Program

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Funding of design for this project is scheduled for 2024

**What are the impacts if expenses are deferred?**

The roofing for this facility leaks; leaks would continue or worsen. Safety improvement by replacing ladder with stairs would be delayed.

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Maintenance and Warehouse Roof Membrane Replacement.

**Person Submitting Form/Contact:** Heather Barnhart

**Division Director:**

*Marlene Faust*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*  
Garrett Jones (Oct 5, 2023 15:06 PDT)

**Additional Comments:**

AM-2021-85/4320-43290-35148-54801-10114











# Expenditure Control Form-2023 - Warehouse roof

Final Audit Report

2023-10-05

Created:	2023-10-05
By:	Heather Barnhart (hbarnhart@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2VjzCT1zNosyTcmI8TTf58PNQ9YdwZb3

## "Expenditure Control Form-2023 - Warehouse roof" History

-  Document created by Heather Barnhart (hbarnhart@spokanecity.org)  
2023-10-05 - 6:35:35 PM GMT- IP address: 73.169.206.127
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-10-05 - 6:35:56 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-10-05 - 6:37:44 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-10-05 - 6:37:49 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-10-05 - 6:37:51 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-10-05 - 10:00:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-10-05 - 10:01:08 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-05 - 10:01:10 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-05 - 10:06:41 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-05 - 10:06:56 PM GMT - Time Source: server- IP address: 198.1.39.252



✔ Agreement completed.

2023-10-05 - 10:06:56 PM GMT



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/28/2023
<b>Clerk's File #</b>	OPR 2023-1257
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB 6012-23
<b>Requisition #</b>	RE 20365

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	KYLE ARRINGTON 625-4647
<b>Contact E-Mail</b>	KARRINGTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320-BURNER AND BOILER CONTROLS UPGRADE

**Agenda Wording**

Consent to award Burner and Boiler Controls Upgrade Contract with McKinstry. The term of the contract is scheduled to begin December 11, 2023 and end on December 31, 2024. The total cost including tax is \$332,341.00.

**Summary (Background)**

PW ITB 6012-23 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible contractor. These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$332,341.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	4320.343290.35148.54801.10088
#	
#	
#	

**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	Wilkerson
<b>Distribution List</b>	hbarnhart@spokanecity.org
	kkeck@spokanecity.org
	mmurray@spokanecity.org
	Tax & Licenses
	rrinderle@spokanecity.org
	bcmillan@spokanecity.org
	fbrown@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA
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CITY OF SPOKANE  
Nelson Center  
Purchasing  
PHONE 509 625 6527

<b>PW ITB 6012-23 Replace Burner, Replace Gas Lines, and Upgrade and Replace Burner Controls – Riverside Park Water Reclamation Facility - Public Works</b>	Atlas Boiler	McClintock & Turk	McKinstry
<b>Item</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>
Total Lump Sum. Do not include Washington State Sales Tax.	\$324,600.00	\$425,651.00	\$304,900.00
Tax 9%	\$29,214.00	\$38,308.59	\$27,441.00
Extended Total	\$353,814.00	\$463,959.59	\$332,341.00

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Fred Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:fbrown@spokanecity.org">fbrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Committee Date</b>	November 27 <sup>th</sup> , 2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award Burner and Boiler Controls Upgrade Contract with McKinstry
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	PW ITB 6012-23 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible contractor.  These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.
<b>Proposed Council Action</b>	Consent Agenda December 11 <sup>th</sup> , 2023
<b>Fiscal Impact</b>	
Total Cost: <u>\$332,341.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Wastewater Management Maintenance 4320.43290.35148.54801.10088	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **REPLACE BURNER, REPLACE GAS LINES AND UPGRADE AND REPLACE BURNER CONTROLS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 5005 Third Avenue South, Seattle, Washington, 98134 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to Replace Burner, Replace Gas Lines and Upgrade and Replace Burner Controls at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through PW-ITB 6012-23 issued by the City.

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on December 11, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

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

The Contractor 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 Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Replace Burner, Replace Gas Lines and Upgrade and Replace Burner Controls at the Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$332,341.00)**, plus applicable sales tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### **5. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. 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 Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by 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.

#### **8. BONDS.**

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

#### **9. PUBLIC WORKS REQUIREMENTS.**

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

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

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

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

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

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

### **13. 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.

### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

### **15. INSURANCE.**

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

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

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and



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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

#### **16. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**

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

#### **20. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

#### **21. ANTI KICK-BACK.**

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

#### **22. 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.

### 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

### 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**INLAND INFRASTRUCTURE, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title  
Attest:

\_\_\_\_\_  
Title  
Approved as to form:

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

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

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

- Exhibit A – Debarment Certification
- Payment Bond
- Performance Bond
- Exhibit B - Contractor’s Bid Response

**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 actual knowledge and belief, that its officers and directors:
  - 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)

**PAYMENT BOND**

We, **McKINSTRY, CO., LLC**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$332,341.00)**, 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 **Replace Burner, Replace Gas Lines and Upgrade and Replace Burner Controls at the Riverside Park Water Reclamation Facility**. 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 \_\_\_\_\_.

**McKINSTRY, CO., LLC,**

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 author-  
ized to sign the document and acknowledged it as the agent or representative of the named  
surety company which is authorized to do business in the State of Washington, for the uses  
and purposes therein mentioned.

DATED: \_\_\_\_\_

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

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

**PERFORMANCE BOND**

We, **McKINSTRY, CO., LLC**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$332,341.00)**, 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 **Replace Burner, Replace Gas Lines and Upgrade and Replace Burner Controls at the Riverside Park Water Reclamation Facility**. 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 \_\_\_\_\_

**McKINSTRY, CO., LLC,**

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 mentioned in this document.

DATED on \_\_\_\_\_.

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

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

**EXHIBIT B**

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 10/10/23      Type of expenditure: Burner Controls Upd  Goods  Services

Department: RPWRF/ HVAC

Approving Supervisor: Brian McMillan

Amount of Proposed Expenditure: \$500K

Is this against a master agreement? If yes, please provide the number:

Funding Source Wastewater CIP 4320.43290.35148.54801

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

### Why is this expenditure necessary now?

These boilers were installed in 1990. The controls are no longer available and are no longer properly controlling the boilers.

### What are the impacts if expenses are deferred?

3 of our 5 boilers would be out of commission, and no back-up if the remaining boilers have a problem. We need to meet our biosolids permit, the process steam supplied to the digester steam lances has to be maintained within a small window of operational parameters.

### What alternative resources have been considered?

These boilers provide process and heating steam for the bulk of the RPWRF facility, there are no alternative resources that can fulfill that function.

### Description of the goods or service and any additional information?

### Person Submitting Form/Contact:

Division Director:

*Marlene First*

CFO Signature:

*Tonya Wallace*

City Administrator Signature:

*[Signature]*  
G:\TEXT\ADMIN\10-16-2023\13-58.PDF

Additional Comments:












# Expenditure Control Form Burner

Final Audit Report

2023-10-16

Created:	2023-10-10
By:	Heather Barnhart (hbarnhart@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsD02ZPL7ZzXkEBgQ4qtKucOjjhV-1X1S

## "Expenditure Control Form Burner" History

-  Document created by Heather Barnhart (hbarnhart@spokanecity.org)  
2023-10-10 - 3:56:42 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-10-10 - 3:57:14 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-10-10 - 7:08:04 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-10-10 - 7:08:12 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-10-10 - 7:08:13 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-10-11 - 6:14:04 PM GMT- IP address: 104.28.116.92
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-10-12 - 5:30:42 AM GMT - Time Source: server- IP address: 73.225.133.164
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-12 - 5:30:43 AM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-12 - 5:53:06 AM GMT- IP address: 172.226.41.54
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-16 - 8:58:37 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-16 - 8:58:46 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-10-16 - 8:58:46 PM GMT

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

12/04/2023

**Date Rec'd**

11/21/2023

**Clerk's File #**

ORD C36471

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

MANAGEMENT &amp; BUDGET

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

JESSICA STRATTON 625-6369

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

JSTRATTON@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0410-FINANCE-YEAR-END ADJUSTMENT SBO - GENERAL FUND ADJUSTMENTS

**Agenda Wording**

Approval of SBO for Year-end adjustments to the General Fund.

**Summary (Background)**

SPD is trending to come in under budget at year's end however SFD is trending to come in over budget at year's end. Budgeted operating transfer in from the Public Safety Personnel fund to Police will be removed to exchange for a transfer into Fire. HR had vacant positions causing the need for outsourcing. Base wages will be used to cover contractual services. Estimated construction sales tax for UDPDA and NEPDA requires an increase in appropriation for payment to them too.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ -1,400,000

# 0680-11150-99999-39720

Revenue \$ 1,400,000

# 1970-35121-99999-39720

Expense \$ 400,000

# net of various

Select \$

#

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

STRATTON, JESSICA

**Study Session\Other**

F&amp;A Committee

11/20/23

**Division Director**

STRATTON, JESSICA

**Council Sponsor**

CM Wilkerson &amp; CM

Bingle

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

JONES, GARRETT

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

STRATTON, JESSICA

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> , 509-625-6369
<b>Council Sponsor(s)</b>	CM Wilkerson & CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10min
<b>Agenda Item Name</b>	Year-End Adjustment SBO – General Fund Adjustments
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department (SPD) is trending to come in under budget at year’s end. However, the Spokane Fire Department (SFD) is trending to come in over budget at year’s end. In order to right-size the annual budget for both departments, the budgeted operating transfer-in from the Public Safety Personnel fund to Police will be removed and exchanged for a transfer-in to Fire.</p> <p>In the Human Resources department, vacant positions caused the need for outsourcing. Annual budget dollars simply need to be transferred within the department from base wages to contractual services.</p> <p>Estimated construction sales tax for the U-District PDA and the Northeast PDA necessitate an increase in appropriation for payment to them. Un-dispersed PDA taxes reside in the General Fund.</p>
<b>Proposed Council Action</b>	SBO approval 12/4/2023
<b>Fiscal Impact</b> Total Cost Remaining This Year: \$400,000 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: The \$400,000 for the PDA tax payments will be funded by General Fund unappropriated fund balance because un-dispersed PDA taxes reside in the General Fund as collected sales tax.  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? n/a – annual budget adjustment process	
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 – annual budget adjustment process	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – annual budget adjustment process	

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 – annual budget adjustment process



## ORDINANCE NO C36471

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the General Fund, the Public Safety Personnel and Crime Reduction Fund, and the Fire/EMS 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 Fund, the following changes be made:

- 1) Decrease revenue by \$1,400,000.
  - A) Of the decreased revenue, \$1,400,000 is removed from an operating transfer-in from the Public Safety Personnel and Crime Reduction Fund to the Police department.
- 2) Decrease appropriation by \$1,460,000.
  - A) Of the decreased appropriation, \$60,000 is removed from base wages in the Human Resources department.
  - B) Of the decreased appropriation, \$1,000,000 is removed from social security in the Police department.
  - C) Of the decreased appropriation, \$400,000 is removed from education pay in the Police department.
- 3) Increase appropriation by \$460,000.
  - A) Of the increased appropriation, \$60,000 is provided solely for contractual services in the Human Resources department.
  - B) Of the increased appropriation, \$400,000 is provided solely for contractual services in the CED Division department for PDA tax payments.

Section 2. That in the budget of the Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,400,000.
  - A) Of the decreased appropriation, \$1,400,000 is removed from an operating transfer-out to the General Fund Police department.
- 2) Increase appropriation by \$1,400,000.
  - A) Of the increased appropriation, \$1,400,000 is provided solely as an operating transfer-out to the Fire/EMS Fund.

Section 3. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,400,000.
  - A) Of the increased revenue, \$1,400,000 is provided solely for an operating transfer-in from the Public Safety Personnel and Crime Reduction Fund.
- 2) Increase appropriation by \$1,400,000.
  - A) Of the increased appropriation, \$1,400,000 is provided solely for uniform overtime.

Section 4. 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 adjust the General Fund budget for year-end, 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.

Adopted by the City Council On \_\_\_\_\_  
(Delivered to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.)

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36472
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MANAGEMENT & BUDGET
<b>Contact Name/Phone</b>	JESSICA STRATTON 625-6421
<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0410-FINANCE-SBO YEAR END ADJUSTMENT SBO - HOTEL/MOTEL LODGING TAX FUND

**Agenda Wording**

Approval of SBO for Year-end adjustments to the Hotel/Motel Tax Fund.

**Summary (Background)**

The City of Spokane currently levies a special excise tax on any transient accommodations as allowable by RCW 67.28.181. This tax is set to expire in 2043, unless extended by a vote of the people. The City currently uses this tax revenue to provide a portion of the funding for the Spokane Public Facilities District, which owns and operates four facilities including the Spokane Veterans Memorial Arena, the First Interstate Center for the Arts, the Spokane Convention Center, and The Podium.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 1,000,000

Select \$

Select \$

Select \$

**Budget Account**

# 1590-25300-57300-54262

#

#

#

**Approvals****Dept Head** STRATTON, JESSICA**Division Director** STRATTON, JESSICA**Finance** BUSTOS, KIM**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing****MANAGEMENT & BUDGET** STRATTON, JESSICA**Council Notifications****Study Session\Other** F&A Committee  
11/20/2023**Council Sponsor** CM Wilkerson & CM  
Bingle**Distribution List**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jacob Miller
<b>Contact Email &amp; Phone</b>	<a href="mailto:jmiller@spokanecity.org">jmiller@spokanecity.org</a> x6421
<b>Council Sponsor(s)</b>	CM Wilkerson & CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 2min
<b>Agenda Item Name</b>	Year-End Adjustment SBO – Hotel/Motel Lodging Tax Fund
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane currently levies a special excise tax on any transient accommodations as allowable by RCW 67.28.181. This tax is set to expire in 2043, unless extended by a vote of the people.</p> <p>The City currently uses this tax revenue to provide a portion of the funding for the Spokane Public Facilities District, which owns and operates four facilities including the Spokane Veterans Memorial Arena, the First Interstate Center for the Arts, the Spokane Convention Center, and the new multi-sport venue called The Podium.</p> <p>The accommodations industry has revived and grown following the pandemic which has resulted in increased tax revenues. The payments the City will need to make to the Spokane Public Facilities District are expected to exceed the current budget of nearly \$4.4 million by \$1.0 million by the end of 2023.</p>
<b>Proposed Council Action</b>	Approval of this SBO to create the necessary budget capacity to make payments to the Spokane Public Facilities District, 12/4/2023
<b>Fiscal Impact</b>	
Total Annual Cost: \$1,000,000 (offset by additional actual revenue, net-zero impact to the Hotel/Motel Lodging Tax Fund)	
Total Cost Remaining This Year: \$1,000,000 (offset by additional actual revenue, net-zero impact to the Hotel/Motel Lodging Tax Fund)	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Hotel/Motel Lodging Tax revenues, dependent on actual utilization	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?

This is a necessity based on the City's current usage of this tax revenue.

ORDINANCE NO C36472

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Hotel/Motel Lodging Tax 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 Hotel/Motel Lodging Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,000,000.
- A) Of the increased appropriation \$1,000,000 is provided solely for payments to the Spokane Public Facilities District.

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 greater-than-expected Hotel/Motel Lodging Tax revenue which necessitates increased appropriation for payments to the Spokane Public Facilities District, 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:**

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36473
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MANAGEMENT & BUDGET
<b>Contact Name/Phone</b>	JESSICA STRATTON 625-6421
<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0410-FINANCE-YEAR-END ADJUSTMENT SBO-WORKER'S COMPENSATION FUND

**Agenda Wording**

Approval of SBO for Year-end adjustments to the Workers' Compensation Fund.

**Summary (Background)**

The City of Spokane currently administers its own Workers' Compensation program. The purpose of the program is to provide a form of insurance for the wages and benefits of employees that are injured during the course of employment. In 2023 the Workers' Compensation insurance claims are on track to exceed the current budget of \$4,426,525 by around \$600,000. We need to increase this budget to ensure that all claims can be paid.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 600,000

Select \$

Select \$

Select \$

**Budget Account**

# 5810-78500-17610-54601

#

#

#

**Approvals**

**Dept Head** STRATTON, JESSICA

**Division Director** STRATTON, JESSICA

**Finance** BUSTOS, KIM

**Legal** PICCOLO, MIKE

**For the Mayor** JONES, GARRETT

**Additional Approvals**

**Purchasing**

**MANAGEMENT & BUDGET** STRATTON, JESSICA

**Council Notifications**

**Study Session\Other** F&A Committee  
11/20/2023

**Council Sponsor** CM Wilkerson & CM Bingle

**Distribution List**

ddaniels@spokanecity.org

shenry@spokanecity.org

kbustos@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jacob Miller
<b>Contact Email &amp; Phone</b>	<a href="mailto:jmiller@spokanecity.org">jmiller@spokanecity.org</a> x6421
<b>Council Sponsor(s)</b>	CM Wilkerson & CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 3min
<b>Agenda Item Name</b>	Year-End Adjustment SBO – Workers’ Compensation Fund
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane currently administers its own Workers’ Compensation program. The purpose of the program is to provide a form of insurance for the wages and benefits of employees that are injured during the course of employment.</p> <p>In 2023 the Workers’ Compensation insurance claims are on track to exceed the current budget of \$4,426,525 by around \$600,000. We need to increase this budget to ensure that all claims can be paid.</p>
<b>Proposed Council Action</b>	Approval of this SBO to create the necessary budget capacity to pay for Worker’s Compensation Insurance Claims, 12/4/2023
<b>Fiscal Impact</b> Total Annual Cost: \$600,000 Total Cost Remaining This Year: \$600,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Other City departments pay premiums for the Workers’ Compensation program.  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?

This is a necessity based on the City's obligations to employees.

ORDINANCE NO C36473

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Workers' Compensation 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 Workers' Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$600,000.
- A) Of the increased appropriation, \$600,000 is provided solely for insurance claim payments.

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 greater-than-expected Worker's Compensation insurance claims, 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:**

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36474
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PMO
<b>Contact Name/Phone</b>	DUSTY 625-6482 FREDRICKSON
<b>Contact E-Mail</b>	DFREDRICKSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	5750-PMO-SBO FOR RECODIFICATION OF THE SMC

**Agenda Wording**

Approval of this SBO to create budget capacity for SMC Recodification project.

**Summary (Background)**

It is expected that some changes will be necessary in order to maintain consistency throughout the SMC and to ensure there are no conflicting chapters/sections within the SMC itself. It will also be important to ensure that the SMC is compliant with all relevant section of the RCW. After updates are made the City Council will recodify the SMC.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ -220,000

Expense \$ 220,000

Select \$

Select \$

**Budget Account**

# 5750-73250-18880-51001

# 5750-73250-18880-54201

#

#

**Approvals**

<b>Dept Head</b>	FREDRICKSON, DUSTY
<b>Division Director</b>	STRATTON, JESSICA
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/27/23
<b>Council Sponsor</b>	CP Kinnear & CM Bingle
<b>Distribution List</b>	

**Additional Approvals**

**Purchasing**

<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA
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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Office of Performance Management (PMO)
<b>Contact Name</b>	Dusty Fredrickson
<b>Contact Email &amp; Phone</b>	<a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a> x6482
<b>Council Sponsor(s)</b>	CP Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00
<b>Agenda Item Name</b>	SBO for Recodification of the Spokane Municipal Code
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>It is a standard practice at all levels of government to perform a comprehensive review of the government’s code/laws for consistency and conflicts within and with other levels of government.</p> <p>Many changes, removals, and additions to the Spokane Municipal Code (SMC) have occurred since the last time a review was completed and it is important for the City to complete a comprehensive review of the SMC within the SMC itself and in relation to state law; the Revised Code of Washington (RCW).</p> <p>Employees in multiple City departments will participate in this exercise, but it will also be beneficial to hire a third party to manage and oversee the review process. The City intends to contract with a vendor/firm to provide this service.</p> <p>It is expected that some changes will be necessary in order to maintain consistency throughout the SMC and to ensure there are no conflicting chapters/sections within the SMC itself. It will also be important to ensure that the SMC is compliant with all relevant section of the RCW. After updates are made the City Council will recodify the SMC.</p> <p>There are salary savings in PMO due to vacancies throughout 2023. This SBO is being created so that we can utilize the unused budget for contractual services related to the review and recodification of the SMC.</p>
<b>Proposed Council Action</b>	Approval of this SBO to create budget capacity for this project.
<p><b>Fiscal Impact</b></p> <p>Total Annual Cost: \$220,000          Total Cost Remaining This Year: \$220,000          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: 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.)</p>	

<b>Operations Impacts</b> (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? It's not likely that this will make a direct impact, but any changes may indirectly impact these 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? As a legal and process exercise there won't be very much, if any, data collected.
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? Refining the SMC aligns with all City initiatives, even if it is only indirect.

ORDINANCE NO C36474

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Office of Performance Management 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 Office of Performance Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$220,000.
  - A) Of the decreased appropriation, \$220,000 is removed from bases wages.
- 2) Increase appropriation by \$220,000.
  - A) Of the increased appropriation, \$220,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to contract with a vendor to review the Spokane Municipal Code for consistency and to address conflicting Chapters and/or Sections, 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:**

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36475
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	SOLID WASTE COLLECTION
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	4500 - SBO - SOLID WASTE MGMT YEAR-END BUDGET

**Agenda Wording**  
 Approval of the SBO to create the necessary budget capacity for billings.

**Summary (Background)**  
 Solid Waste Disposal and Solid Waste Collection is requesting Council's approval of a SBO to transfer \$1,275,000 from the Solid Waste reserves to the following accounts: \$500,000 to Solid Waste Collections Operating Budget for Fleet Services and \$500,000 to Solid Waste Collections Recycling Budget for Fleet Services and \$275,000 to Solid Waste Disposal for Insurance Premiums.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 500,000	# 4500-44200-37148-54841
Expense	\$ 500,000	# 4500-45100-37148-54841
Expense	\$ 275,000	# 4490-30210-37141-54603
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/27/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Stratton & CM Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	caveryt@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	rschoonover@spokanecity.org	
<b>Additional Approvals</b>		jsalstrom@spokanecity.org	
<b>Purchasing</b>		Tax & Licenses	
<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA		

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Works, Solid Waste Disposal & Collection
<b>Contact Name</b>	Chris Averyt
<b>Contact Email &amp; Phone</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> 625-6540
<b>Council Sponsor(s)</b>	CM Stratton & CM Bingle
<b>Committee Date</b>	November 27, 2023
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00
<b>Agenda Item Name</b>	SBO – Solid Waste Disposal & Collection Year-end Budget needs
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Solid Waste Disposal and Solid Waste Collection is requesting Council’s approval of a SBO to transfer \$1,275,000 from the Solid Waste reserves to the following accounts:</p> <ul style="list-style-type: none"> <li>• \$500,000 to Solid Waste Collections Operating Budget for Fleet Services</li> <li>• \$500,000 to Solid Waste Collections Recycling Budget for Fleet Services</li> </ul> <p>October Fleet billings received in early November were three times the normal planned expenses due to a billing catch-up from the Fleet Department. Because of these billings we will be \$1,000,000 short.</p> <ul style="list-style-type: none"> <li>• \$275,000 to Solid Waste Disposal for Insurance Premiums</li> </ul> <p>There was a large insurance premium increase not known at time of 2023 budget adoption.</p>
<b>Proposed Council Action</b>	Approval of the SBO to create the necessary budget capacity for billings.
<b>Fiscal Impact</b>	<p>Total Annual Cost: \$1,275,000                  Total Cost Remaining This Year: \$1,275,000                  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: Solid Waste Fund Reserves</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring                  Budget in 2024 has been updated with increases.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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

ORDINANCE NO C36475

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Solid Waste 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 Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,275,000
  - A) Of the increased appropriation, \$1,000,000 is provided solely for Fleet Services for Solid Waste Collections operations and recycling.
  - B) Of the increased appropriation, \$275,000 is provided solely for Insurance Premiums for Solid Waste Disposal.

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 greater-than-expected billings from other Departments in the Solid Waste Fund and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36476
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	4490-SOLID WASTE DISPOSAL-SBO WTE SIP LOAN TO PURCHASE HEAVY EQUIPMENT

**Agenda Wording**

Approval of this SBO to provide the budget authority needed for purchase once the loan itself is approved.

**Summary (Background)**

The Waste to Energy (WTE) plant relies on heavy equipment to move items around the plant. At this time a tractor and two front-end loaders are needed to do just that. Unfortunately, the Solid Waste fund has limited capacity for the purchases, so the department is seeking an internal loan from the Spokane Investment Pool (SIP).

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 1,200,000

Select \$

Select \$

Select \$

**Budget Account**

# 5901-XXXXX-94000-56405

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	F&A Committee 11/20/2023
<b>Council Sponsor</b>	CM Stratton & CM Bingle
<b>Distribution List</b>	mdorgan@spokanecity.org jsalstrom@spokanecity.org tprince@spokanecity.org

**Additional Approvals****Purchasing**

<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA
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**MANAGEMENT & BUDGET**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Solid Waste
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-598-9228
<b>Council Sponsor(s)</b>	CM Stratton & CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	SBO – WTE SIP Loan to Purchase Heavy Equipment
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy (WTE) plant relies on heavy equipment to move items around the plant. At this time a tractor and two front-end loaders are needed to do just that. Unfortunately, the Solid Waste fund has limited capacity for the purchases, so the department is seeking an internal loan from the Spokane Investment Pool (SIP).</p> <p>This SBO provides the budget authority needed for purchase once the loan itself is approved.</p>
<b>Proposed Council Action</b>	SBO Approval on Dec 4, 2023
<b>Fiscal Impact</b> Total Annual Cost: \$1,200,000 Total Cost Remaining This Year: \$1,200,000 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: SIP portfolio capacity  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) WTE fees will be used as revenue stream for payments	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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	

ORDINANCE NO C36476

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Facilities Management-Capital 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 Facilities Management-Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,200,000.
- A) Of the increased appropriation, \$1,200,000 is provided solely for machinery/equipment in the Solid Waste department.

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 purchase equipment for operations at the Waste to Energy Plant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
11/13/2023

<b>Date Rec'd</b>	10/24/2023
<b>Clerk's File #</b>	RES 2023-0094
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	LIBRARY
<b>Contact Name/Phone</b>	NICOLE EDWARDS 444-5420
<b>Contact E-Mail</b>	NEDWARDS@SPOKANELIBRARY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	1300-LIBRARY - LIBRARY LEVY LID LIFT RESOLUTION

**Agenda Wording**

Spokane Public Library's Board of Trustees recommends the City Council to propose a renewal of the library levy at the current rate (seven cents per thousand of assessed valuation) on the upcoming February ballot in 2024 for a period of three years.

**Summary (Background)**

With the current library levy set to expire at the end of 2024, we recognize the significance of securing sustainable funding to maintain the high-quality and essential services we have been providing to the community.

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

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

**Approvals**

<b>Dept Head</b>	CHANCE, ANDREW
<b>Division Director</b>	
<b>Finance</b>	WALLACE, TONYA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES Committee 10/23/2023
<b>Council Sponsor</b>	CM Zappone & CM Wilkerson

**Distribution List**

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet

### Committee TBD

<b>Submitting Department</b>	Spokane Public Library
<b>Contact Name &amp; Phone</b>	Andrew Chanse 509-444-5305
<b>Contact Email</b>	achanse@spokanelibrary.org
<b>Council Sponsor(s)</b>	Zappone, Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 minutes
<b>Agenda Item Name</b>	Spokane Public Library Levy Lid Lift renewal
<b>Summary (Background)</b>	<p>The library has consistently played a vital role in the lives of Spokane residents by offering a broad range of services and resources that promote education, cultural enrichment, personal growth, and belonging. Over the years, we have witnessed countless success stories of individuals who have been empowered through the library's programs to achieve academic excellence, professional development, enhanced digital literacy, and a greater sense of self and community.</p> <p>With the current library levy set to expire at the end of 2024, we recognize the significance of securing sustainable funding to maintain the high-quality and essential services we have been providing to the community.</p>
<b>Proposed Council Action &amp; Date:</b>	<b><i>Spokane Public Library's Board of Trustees recommends the City Council to propose a renewal of the library levy at the current rate (seven cents per thousand of assessed valuation) on the upcoming February ballot in 2024 for a period of 3 years. Recommended date for action is 11/13/2023.</i></b>
<p><b>Fiscal Impact:</b> If approved by voters, continued library operations under current service level through 2027.</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: Revenue generating</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public libraries can have a significant and positive impact on historically excluded communities in several ways:</p> <ol style="list-style-type: none"> <li><b>Access to Information:</b> We provide free access to a wide range of books, magazines, newspapers, and digital resources. Historically excluded communities often have limited access to educational materials, so libraries help bridge this gap. They offer resources that can support learning and personal development.</li> </ol>	

2. **Digital Inclusion:** In an increasingly digital world, libraries provide access to computers and the internet, helping individuals from marginalized backgrounds participate in the digital economy, access online educational resources, and apply for jobs or government services online.
3. **Cultural and Historical Preservation:** Public libraries often house local history and genealogy collections, which can be vital for communities with rich but underrepresented histories. They help preserve and celebrate the cultural heritage of historically excluded groups.
4. **Community Gathering Spaces:** Libraries are community hubs where people can gather for events, workshops, and social interaction. For marginalized communities, our libraries are a safe and inclusive space to connect with others and build a sense of belonging.
5. **Educational Support:** We offer homework help, tutoring, and literacy programs that can assist students from underserved backgrounds in their educational journeys. These resources can help bridge gaps in educational attainment.
6. **Job Assistance:** We offer job search resources, resume-building workshops, and assistance with job applications. These services can be particularly valuable for historically excluded communities facing employment challenges.
7. **Early Childhood Development:** We offer early childhood programs that promote literacy and school readiness. These programs are especially beneficial for historically excluded communities to ensure children have a strong foundation for learning.
8. **Social Services Referrals:** We serve as a referral point for social services, connecting individuals in need to resources like food assistance, housing support, or health services.
9. **Language and Literacy Development:** We provide resources for language learning and literacy improvement. For immigrant and non-English-speaking communities, this support is crucial for integration and communication. We are actively in conversation and partnership with Thrive International in our outreach efforts.
10. **Promoting Diversity and Inclusion:** We actively curate collections and host events that celebrate diversity and promote inclusion. This can help challenge stereotypes and foster a more accepting and inclusive community.
11. **Empowerment and Civic Engagement:** We serve as a platform to help empower historically excluded communities by providing information on voting, civic engagement, and community involvement. They can also offer resources for people looking to advocate for change.
12. **Reduction of the Digital Divide:** Historically excluded communities often have limited access to technology. We help reduce the digital divide by offering free access to computers and the internet, enabling individuals to participate in the digital world.

In summary, public libraries play a crucial role in addressing the information, educational, and social needs of historically excluded communities. They act as a vital resource for empowerment, inclusion, and community development, helping to bridge gaps and provide opportunities for individuals and groups who may otherwise face systemic barriers.

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?

In general, the data we collect on our users does not include this level of demographic data.

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

The library continually evaluates its programs and services. Primarily via: Surveys and Interviews: We applicable, we periodically conduct surveys, interviews, or focus groups to collect qualitative data about the experiences, challenges, and benefits of the program from individuals.



Usage Statistics: Collect usage statistics, such as library visitation records, program attendance, and resource utilization.

We are also employing a value score calculator that helps us evaluate our programs in a dynamic way.

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 City Policy ADMIN 0320-23-04 “City Council Rules of Procedure” RULE 4, Library is proposing a formal resolution filed with the Clerk’s Office in the current required format for a vote of the Council to approve an item on the voter’s ballot in February, 2024.
- Aligns with Comprehensive Plan Chapter 5, CFU 2.1 “Available Public Facilities”, Library strives to maintain effective public space to meet and adapt to the needs of the community. This levy proposal will help to ensure the continuation of public services and hours available.
- Aligns with most of the Chapters within the Sustainability Action Plan, Library has implemented efforts to improve energy usage of our buildings (an outcome of Bond projects over the past 4 years), we offer programs and resources to educate and promote the natural environment of plants and animals, we offer educational classes around gardening and health to the public to boost social and economic access to sustainable food, and we offer social guidance and resources for anyone who is in need or is seeking assistance. Additionally, the Library is a hub of content that also works alongside other agencies who have the same goal of providing effective access to resources.
- Currently the Library does not have any items in the Capital Improvement Plan. We are in an operations stabilization period now that we are reaching the end of our 2018 UTGO Bond projects.

## RESOLUTION NO. 2023 - 0094

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF THREE YEARS BEGINNING IN 2025 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR LIBRARY OPERATIONS; PROVIDING FOR THE SUBMISSION OF THE MEASURE TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR HOLD A SPECIAL ELECTION FOR THE MEASURE ON FEBRUARY 13, 2024; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, in the February 2013 special election, 66% of the voters of the City of Spokane approved an increase in the regular property tax levy in the amount of \$0.07 per \$1,000 of property valuation, for the purpose of funding library operations beginning in 2014 and extending through 2017; and

WHEREAS, in the April 2017 special election, 71% of the voters of the City of Spokane approved an increase in the regular property tax levy in the amount of \$0.07 per \$1,000 of property valuation, for the purpose of funding library operations beginning in 2018 and extending through 2024; and

WHEREAS, on July 18, 2023, the Spokane Public Library Board of Trustees voted unanimously to recommend the City Council place a measure on the February 13, 2024 ballot that would allow for the renewal of the current levy lid lift in order to maintain the improvements to library services resulting from the passage of the 2017 levy lid lift and to implement new practices to make the Library more efficient and responsive to its customers' educational, business and cultural interests; and

WHEREAS, the City Council desires to continue the levy lid lift approved by the voters in April 2017 to continue funding for library operations by submitting to the voters a measure to increase the regular property tax levy in excess of the amount

permitted by state law of \$0.07 per \$1,000 of assessed valuation in 2025, which amount will be used as a base to calculate all subsequent levies for the duration of the proposed three-year levy lid lift; and

WHEREAS, it is anticipated that the levy lid lift will raise approximately \$2,500,000 in 2025, approximately \$2,525,000 in 2026; and approximately \$2,550,250 in 2027 for library operations; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

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

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on February 13, 2024, in conjunction with the scheduled special election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for library operations.

Section 2. The following measure shall be submitted in the following form:

CITY OF SPOKANE

MEASURE NO. 1

LIBRARY OPERATIONS LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2023-0094 PROVIDING FOR AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN EXCESS OF STATE LAW BEGINNING IN 2025 IN WHICH THE FUNDING WOULD BE ALLOCATED ONE HUNDRED PERCENT FOR LIBRARY OPERATIONS. THIS MEASURE REPLACES AN EXPIRING LEVY AND AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.07 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF THREE YEARS.

SHOULD THIS MEASURE BE APPROVED?

YES

NO

Section 3. In the event the measure specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within

the City a special election on Tuesday, February 13, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than December 15, 2023.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the  
\_ other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2027.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the measure as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the measure remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this \_\_\_\_\_ day of November 13, 2023.

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

Approved as to form:

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



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

11/13/2023

<b>Date Rec'd</b>	11/1/2023
<b>Clerk's File #</b>	RES 2023-0095
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2023-1088
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PARKS & RECREATION
<b>Contact Name/Phone</b>	NICK HAMAD 363-5452
<b>Contact E-Mail</b>	NHAMAD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	CITYWIDE PARK IMPROVEMENT PROGRAM BALLOT RESOLUTION

**Agenda Wording**  
 Ballot resolution to place a citywide park improvement levy on the February 13, 2024 ballot.

**Summary (Background)**  
 In October 2023, the Park Board voted to adopt a citywide park improvement program and recommend placing a citywide park improvement levy on the ballot to fund the program. The levy proposes an increase in regular property tax levy by \$0.29/\$1,000 beginning in 2025. If approved, the levy will generate +/- \$11.2M annually for 20 years to fund park renovations & improvements as well as additional park rangers and maintenance staff. Levy approval requires 51% affirmative vote of the public.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ \$11.2M annually	# New park levy account
Expense	\$ \$100,000	# 1400-30210-76100-54201
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	JONES, GARRETT	<b>Study Session\Other</b>	PIES 10/23/23
<b>Division Director</b>	JONES, GARRETT	<b>Council Sponsor</b>	CM Wilkerson / CM Bingle
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	nhamad@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	gjones@spokanecity.org	
<b>Additional Approvals</b>		jkconley@spokanecity.org	
<b>Purchasing</b>		mpiccolo@spokanecity.org	
		fdickson@spokanecity.org	

## RESOLUTION NO. 2023 – 0095

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF TWENTY YEARS BEGINNING IN 2025 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE, INCLUDING RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS; INCREASING PARK RANGERS AND MAINTENANCE PERSONNEL; DEVELOPING NEW PARKS IN NEIGHBORHOODS WITHOUT THEM; ADDING ALL-WEATHER SPORTS FIELDS; AND PROTECTING NATURAL LANDS; PROVIDING FOR THE SUBMISSION OF THE MEASURE TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR HOLD A SPECIAL ELECTION FOR THE MEASURE ON AUGUST 06, 2024; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, annual city funding for parks and recreation has steadily declined from 2.63% of all City expenses in 2000 to 2.32% of City expenses in 2021, resulting in fewer resources to maintain and repair parks citywide; and

WHEREAS, there has been no substantial citywide investment in the City's neighborhood parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, on the 10<sup>th</sup> of October 2022, City Council adopted the 2022 Parks

and Natural Lands Master Plan (Res 2022-0090), which outlined a strategic vision for investing in the City park system over the next ten-plus years to implement needed repairs, update recreational offerings, and improve park user experience citywide; and

WHEREAS, in 2023 the Park Board formed an ad-hoc ‘Citywide Neighborhood Park Executive Committee’, consisting of representatives from Park Board, City Council, the Mayor’s Office, park staff, and subject matter experts to further refine park master plan action items into a specific citywide park investment program which best satisfies the highest priority master plan implementation recommendations and identifies a property tax levy as the preferred funding source to fund to accomplish the recommendations; and

WHEREAS, after four working meetings, on August 23, 2023, the Executive Committee approved recommending a specific citywide neighborhood park investment program for Park Board adoption titled, “Healthy Parks, Healthy Neighborhoods”; and

WHEREAS, on October 12, 2023, the Spokane Park Board voted to approve a resolution adopting the “Healthy Parks, Healthy Neighborhoods” citywide park renovation and improvement program and recommend the City Council place a measure on the February 13, 2024 ballot that would allow for a new levy lid lift to fund citywide park capital and operational improvements; and

WHEREAS, after hearing briefings and associated public comment on October 23 and November 6, and after additional consultation with subject matter experts and the incoming city administration, City Council prefers the new levy be considered in conjunction with the August primary election in lieu of the February special election; and

WHEREAS, the City Council desires to establish a new levy lid lift to fund the “Healthy Parks, Healthy Neighborhoods” improvement program by submitting to the voters a measure to increase the regular property tax levy of \$0.29 per \$1,000 of assessed valuation in 2025, which amount will be used as a base to calculate all subsequent property tax levies for the duration of the proposed twenty-year levy lid lift; and

WHEREAS, it is anticipated that the levy lid lift will raise approximately \$10.3 million in 2025 and approximately \$11.2 million on average annually for twenty years dedicated to citywide park renovation and improvement; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

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

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on August 06, 2024, in conjunction with the scheduled primary election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park improvements.

Section 2. The following measure shall be submitted in the following form:

CITY OF SPOKANE

MEASURE NO. \_\_\_\_

CITYWIDE PARK IMPROVEMENT AND SAFETY LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2023-0095 CONCERNING FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE. IF APPROVED, THIS PROPOSITION WILL FUND PARK RENOVATIONS AND IMPROVEMENTS IN NEIGHBORHOODS. THIS INCLUDES RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS; INCREASING PARK RANGERS AND MAINTENANCE PERSONNEL; DEVELOPING NEW PARKS IN NEIGHBORHOODS WITHOUT PARKS; ADDING ALL-WEATHER SPORTS FIELDS; AND PROTECTING NATURAL LANDS. THIS MEASURE AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.29 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF TWENTY YEARS.

SHOULD THIS MEASURE BE APPROVED?

YES

NO

Section 3. In the event the measure specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City a special election on Tuesday, August 06, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal



set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than May 3, 2024.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the  
\_other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2045.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the measure as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the measure remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this \_\_\_\_\_ day of December, 2023.

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

Approved as to form:

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

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Submitting Department</b>	Parks and Recreation
<b>Contact Name</b>	Nick Hamad
<b>Contact Email &amp; Phone</b>	<a href="mailto:nhamad@spokanecity.org">nhamad@spokanecity.org</a> – 509.363.5452
<b>Council Sponsor(s)</b>	Betsy Wilkerson / Jonathan Bingle
<b>Committee Date</b>	October 23, 2023
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 20 minutes
<b>Agenda Item Name</b>	Citywide Park Improvement Program and associated Ballot Resolution
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In October of 2023, the Park Board voted to adopt a resolution which adopting a citywide neighborhood park investment and requests City Council pass a ballot resolution on the February 2024 ballot to fund the program capital and operations improvement. This agenda item overviews the recommended park investment, the park board resolution requesting the City Council placing the citywide park renovation and improvement levy on the February 2024 ballot.</p> <p>The ‘neighborhood park improvement program’ was developed directly from extensive community engagement conducted between February 2021 and June of 2022 and is designed to meet the highest community priorities and recommendations contained within the ‘Park and Natural Lands Master Plan’ adopted by both Park Board and City Council in June 2022. The program recommends capital projects and operational enhancements designed to improve aging parks where they are already in the community and add parks in neighborhoods which lack walkable park access.</p> <p>Using the highest priority park master plan recommendations as a starting point, the City formed an ad-hoc ‘citywide neighborhood park executive committee’ to refine master plan recommendations into the lowest cost, highest benefit program of capital projects and operational improvements to improve the park user experience and condition citywide at the lowest estimated cost. The group also worked to ensure recommended improvements are appropriately distributed throughout the Spokane Community. The executive committee consists of members from the Park Board, City Council, City Administration, subject matter experts, and park staff. In August of 2023, the committee voted to approve the capital and operational program and recommend a single-year levy lid lift to fund the improvements over a 20-year duration.</p>
<b>Proposed Council Action</b>	
<b>Fiscal Impact</b>	
Total Cost: <u>Approximately \$225M in investment over 20 years duration.</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source  One-time  Recurring  
Specify funding source: Single Year Levy Lid Lift, 20 year duration

Expense Occurrence  One-time  Recurring

Other budget impacts: (revenue generating, match requirements, etc.)  
Some funding is anticipated to be used as matching funds for State and Federal park improvement grants.

**Operations Impacts (If N/A, please give a brief description as to why)**

What impacts would the proposal have on historically excluded communities?

If the park investment program was approved by City Council and approved by public vote, it would provide significant investment within the City's park system, prioritizing investment within parks which are in failing to poor condition, lack recent investment, and are located within Social and Environmental Equity Priority Zones. One example of this type of investment which is included in the park improvement program is the acquisition and development of a new neighborhood park in the City's 'Shiloh Hills' Neighborhood. Located within Northeast Spokane (East of Nevada and North of Francis), this neighborhood is located within the highest social and environmental park equity zone and contains more than 1,820 neighborhood households without walking access to a public park. Adding a park in this location would provide walkable park access to a significant number of our communities' most socially vulnerable population.

Another example of investment in an historically 'geographically underserved' neighborhood is the development of a new neighborhood park in the rapidly developing North Indian Trail neighborhood. Despite being an affluent neighborhood, more than 2,800 neighborhood households lack walkable access to a park, which is the highest quantity of residents without park access in the city. Development of 'Meadowglen Park' in North Indian Trail would bring more than 650 households within walkable park access and fill a significant gap for park access in the city.

Additional park improvements within historically excluded communities are included within the program, all of which are collectively intended to either enhance the condition and user experience within an existing park, enhance connectivity to an existing park, or provide park access where none currently exists.

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?

A report of park levy project and operational improvements will be generated annually and reported to the Park Board and City Council. This will include the location and value of capital projects, many of which will be located within Social and Environmental Park Equity Zones as defined within the adopted 2022 park and natural lands master plan.

Specifically, we intend to measure the percentage of work complete and the level of park service(s) within socially vulnerable portions of the City of Spokane. Rather than target 1 specific disparity (income, ethnicity, disability, etc.), we find the 'social vulnerability index' as aggregated by the CDC is one of the most appropriate methods for measuring social and environmental equity when evaluating and planning park improvements in the City of Spokane. As a result, we will provide a metric on the amount of work completed annually within 'high, medium, and low' social and environmental park equity zones as a percentage of the overall work completed citywide. This allows us to measure how

much work is being completed socially vulnerably portions of the community and whether that is less than, equal to, or higher than less socially vulnerable portions of the community.

Used on its own, this method provides a snapshot of work completed within certain vulnerable communities, and when combined with other planned metrics/measurables listed in response to the next question, the combined measurables provide a comprehensive view of the work completed and how it benefits the community.

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

There are several types of data which can be collected and shared to measure the success of this program.

We intend to measure:

- The 'physical condition ratings' of park assets before and after projects are completed (ie. a playground /restroom which is renovated will have a much improved 'physical condition' after being replaced).
- A recreation 'level of service' measured can be provided as new recreation assets (sport courts / fields / disc golf courses / etc.) are added. This is accomplished by counting and measuring the total quantity of rec assets against the city's population after new facilities are added (by adding facilities, we provide a higher level of service).
- The quantity of city households within a 10-minute walk of a park will be measured after new parks are added. When each park is added, it will make a measurable positive impact to the park 'walkability score' by reducing the quantity of households outside a 10-minute walk of a park.
- Public survey will be conducted intermittently throughout the program to gauge how satisfied citizens are with park conditions.
- A 'park levy completion' report can be provided annually to document the number of improvements and labor hours completed each year. Those milestones / deliverables can be benchmarked against the overall program to provide a 'percent completion' status.

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?

Regarding City Park System Planning Documents:

This investment is based directly on the specific 'Implementation Action Items', Goals and Objectives contained within the '2022 Parks and Natural Lands Management Plan' as adopted by the Park Board and City Council (OPR 2022-0454 / RES 2022-0090). Each specific project or operational enhancement within the attached 'healthy parks, health neighborhoods' program document includes specific reference to the park master plan 'priority tier' and 'goal & objective'.

Regarding City Comprehensive Plan:

This investment is consistent with:

- Policy CFU 5 Environmental Concerns – 5.2
- Policy PRS 1 Preservation & Conservation – 1.1, 1.3 & 1.6
- Policy PRS 2 Park & open Space System – 2.1, 2.2, 2.3, 2.5, & 2.6
- Policy PRS 3 Bicycle & Pedestrian Circulation – 3.1 & 3.2
- Policy PRS 4 Maintenance Program – 4.1 & 4.2
- Policy PRS 5 Indoor / Outdoor Rec Program – 5.1, 5.2, 5.4, 5.5 & 5.6
- Policy PRS 6 Coordination and Cooperation – 6.1, 6.2 & 6.3

- Policy PRS 7 Parks Service Quality – 7.1, 7.2, 7.3, 7.5, 7.6, & 7.7
- Policy N 5 Open Space – 5.1, 5.2 & 5.3
- Policy N 6 The Environment – 6.4
- Policy N 7 Social Conditions – 7.1 & 7.2
- Policy NE 2 Sustainable Water Quality – 2.1, 2.2 & 2.3
- Policy NE 6 Native Species Protection – 6.3 & 6.5
- Policy NE 11 Natural Areas – 11.1, 11.2, 11.3 & 11.4

Regarding 2021 Sustainability Action Plan:

- Natural Environment Goal 1, Strategy 1 – NE 1.1
- Natural Environment Goal 1, Strategy 2 – NE 2.2 & 2.4
- Natural Environment Goal 2, Strategy 4 – NE 4.2
- Natural Environment Goal 3, Strategy 7 – NE 7.2
- Water Resources Goal 2, Strategy 6 – WR 6.2, 6.5, 6.7 & 6.8

Regarding Neighborhood Master Plans & Other:

- Parks frequently works with specific neighborhoods the develop park specific ‘master plans’ to guide the long-term investment in specific parks or neighborhoods. Numerous of these documents are already adopted and have informed this program. Good recent examples are the ‘Coeur d Alene Park Master Plan’ and ‘Sky Prairie Park Master Plan’. These documents have previously been approved by the neighborhoods and adopted by the Park Board, and with funding from this program additional components of those plans can be implemented.
- We will continue to engage with each neighborhood as we plan and implement capital projects in those respective areas to ensure parks in their neighborhood best reflect their values and desires.



# Park Board Contract Summary

Agenda Sheet for Park Board Meeting Date \*

10/12/2023

Clerk File

OPR 2023-1088

BID

Primary Contact Primary Contact Email Submitted By  
 NICK HAMAD NHAMAD@SPOKANECITY.ORG SDEATRICH

Renewal

CR #

Cross Ref

Department \*

Admin  Finance  Operations  Recreation/Golf  
 Riverfront Park

Contract Committee \*

Finance  Golf  Land  Recreation  Riverfront  
 DVC/DVCAC  UFTC  Other

Contract Type \*

New  Renewal  Amendment  Extension  
 Purchase Without Contract  Other

Beginning Date \* Expiration Date \*

10/12/2023

12/31/9999

## Contractor/Consultant

Name\Contractor\Firm \*

N/A

Contact Name

Contact Email

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

**Summary of Services****AGENDA ITEM NAME \***

CITYWIDE INVESTMENT IN NEIGHBORHOOD PARKS LEVY MEASURE

**AGENDA WORDING \***

A resolution adopting a citywide investment in neighborhood parks and recommending City Council place a levy funding measure on the February 2024 ballot.

**BACKGROUND \***

The 'Healthy Parks, Healthy Neighborhoods' program and funding recommendation represent the culmination of over 2.5 years of planning, public outreach, technical analysis, committee review & discussion, financial analysis, and park board and council action. It proposes investing approximately \$11.25M in capital improvement and operational enhancements into the park system annually over twenty years to improve the existing parks and add new parks where needed. Implementing this program requires a vote of public, and proposes a levy rather than bond in order to enable hiring maintenance staff in addition to just capital repair & improvements.

In February of 2021, parks asked the Spokane community, "What should we do next?" After significant public outreach and participation, Spokane answered, "Invest in our neighborhoods" – invest in the parks we use regularly. The 2022 adopted park plan established this neighborhood vision for parks, and this program proposes significant action to implement the 'Top priority' actions from that plan.

**RECOMMENDATION \***

Motion to approve a resolution adopting a citywide investment in neighborhood parks and recommending City Council place a levy funding measure on the February 2024 ballot.

**Grant Related \***

NO

**Lease \***

NO

**New Vendor \***

NO

**Public Works Related \***

NO

**Fiscal Impact****Total Expense**    **Total Revenue**

\$0.00

\$0.00

**Supporting Documents****Quotes / Solicitation (RFP, RFQ, RFB) \***

NO

**W-9 (for new contractors/consultants/vendors) \***

NO

**Contractor is on the City's MRSC Roster \***

NO

**ACH Forms (for new contractors/consultants/vendors) \***

NO

**Spokane Business Registration attached to contract \***

NO

**Insurance Certificate attached to contract (minimum \$1 million in General Liability) \***

NO

**UBI #****Notes for Clerk's Office**





# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Special Discussion/Action	<b>Committee meeting date:</b> October 12, 2023	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	8 Goals / 13 Objectives	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First & Second
<b>Item title:</b> (Use exact language noted on the agenda)	A resolution adopting a citywide investment in neighborhood parks and recommending City Council place a levy funding measure on the February 2024 ballot.		
<b>Begin/end dates</b>	Begins: 10/12/2023	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>The 'Healthy Parks, Healthy Neighborhoods' program and funding recommendation represent the culmination of over 2.5 years of planning, public outreach, technical analysis, committee review &amp; discussion, financial analysis, and park board and council action. It proposes investing approximately \$11.25M in capital improvement and operational enhancements into the park system annually over twenty years to improve the existing parks and add new parks where needed. Implementing this program requires a vote of public, and proposes a levy rather than bond in order to enable hiring maintenance staff in addition to just capital repair &amp; improvements.</p> <p>In February of 2021, parks asked the Spokane community, "What should we do next?" After significant public outreach and participation, Spokane answered, "Invest in our neighborhoods" - invest in the parks we use regularly. The 2022 adopted park plan established this neighborhood vision for parks, and this program proposes significant action to implement the 'Top priority' actions from that plan.</p>			
<b>Motion wording:</b>			
Motion to approve a resolution adopting a citywide investment in neighborhood parks and recommending City Council place a levy funding measure on the February 2024 ballot.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
<b>Distribution:</b>			
Parks – Accounting	Garrett Jones		
Parks – Sarah Deatrich	Jason Conley		
Requester: Nick Hamad	Al Vorderbrueggen		
Grant Management Department/Name:	Carl Strong		
	Rich Lentz		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Resolution #OPR 2023-1088

CITY OF SPOKANE  
PARK BOARD RESOLUTION

A RESOLUTION Adopting a citywide investment in neighborhood parks & recommending City Council place a levy funding measure on the February 2024 ballot.

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, annual city funding for parks and recreation has steadily declined from 2.63% of all city expenses in 2000 to 2.32% of city expenses in 2021, resulting in fewer resources to maintain and repair parks citywide; and

WHEREAS, there has been no substantial citywide investment in the City's neighborhoods parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, recent park bond investments have been directed primarily into 'special use facilities' (Riverfront Park, aquatic facilities, sports complexes and bridges); and

WHEREAS, upon the successful completion of the Riverfront Park Bond improvements, the Park Board commissioned a new assessment of the city's park system and formation of a system-wide park master plan to guide future park system investment; and

WHEREAS, in June of 2022 the Park Board adopted the 2022 Parks and Natural Lands Master Plan (OPR 2022-0454 / RES 2022-0090), which outlined a strategic vision for investing in the city park system over the next ten+ years to implement needed repairs, update recreational offerings, and improve park user experience citywide; and

WHEREAS, the resulting 2022 Parks and Natural Lands Master Plan, compiled by park staff and project consultants, is the direct result of recommendations from Spokane City residents, technical assessments, the Park Board, and city staff; and

WHEREAS, the adopted master plan recommends specific 'Action Items' to accomplish the park system improvements outlined in the plan. These action items are categories by 'capital investment', 'operational shifts', and 'policy changes' and are prioritized into 'priority tiers', with 'first tier' priorities being the most important to accomplish quickly; and

WHEREAS, the adopted master plan recognizes that additional funding beyond current city general fund contribution is required to implement recommended action items contained within the plan; and

WHEREAS, the Park Board formed an ad-hoc 'Citywide Neighborhood Park Executive Committee' to further refine park master plan action items into a specific citywide park investment program which best satisfies the highest priority master plan implementation recommendations and identifies a funding source and amount to accomplish these recommendations; and

WHEREAS, the 'Citywide Neighborhood Park Executive Committee' consists of representatives from Park Board, City Council, the Mayor's office, park staff, and subject matter experts; and

WHEREAS, after four working meetings and on August 23, 2024, the Executive Committee approved recommending a specific citywide neighborhood park investment program for Park Board adoption titled, "Healthy Parks, Healthy Neighborhoods",

WHEREAS, the program cost is estimated to cost up to \$225 million dollars, and improvements are proposed to be implemented over the course of 20 years; and

WHEREAS, the "Healthy Parks, Healthy Neighborhoods" program, a copy of which is attached to this resolution, is based directly on the top priority action item recommendations of the adopted park master plan and proposes to renovate and replace aging parks, trailheads and park amenities, enhance park user experience through better maintenance and safety initiatives, acquire and develop new neighborhood parks, acquire and protect natural lands, and provide administration and project management services to implement proposed improvements; and

WHEREAS, in order to minimize any new taxes to the greatest extent possible while still making needed park system improvements, the Executive Committee approved the 'least cost' program option and rejected all higher cost program options; and

WHEREAS, the Executive Committee approved a specific funding recommendation for Park Board consideration to fund the "Healthy Parks, Healthy Neighborhoods" program by seeking a temporary single year levy lid lift of approximately \$0.29/1,000 of assessed valuation in February of 2024; and

WHEREAS, if approved by public vote in 2024, the levy would begin in 2025 and continue for twenty years through 2045; and

WHEREAS, the Executive Committee recommended Parks partner with either a public safety ballot measure, a public education ballot measure, or a public library ballot measure when developing and distributing public education & outreach materials for the "Healthy Parks, Healthy Neighborhoods" program; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to adopt the “Healthy Parks, Healthy Neighborhoods” park investment program as recommended by the Citywide Neighborhood Park Executive Committee and attached to this resolution; and

BE IT FURTHER RESOLVED by the Park Board to recommend City Council place a single year levy lid lift measure of approximately \$0.29/1,000 of assess valuation on the February 13, 2024 ballot to fund the adopted citywide park capital and operational improvements.

BE IT FURTHER RESOLVED by the Park Board that the Parks Director and staff develop a potential partnership with Spokane Public Schools, Spokane Library, or a public safety measure to develop and distribute public education & outreach materials for the levy measure and return to present the partnership opportunity to Park Board for future consideration.

ADOPTED BY THE PARK BOARD ON October 12th, 2023

Bob Anderson  
Park Board President  
Approved as to form:

Attest:

[Signature]  
City Clerk

James Kichman  
Assistant City Attorney



# THANK YOU





# HEALTHY PARKS, HEALTHY NEIGHBORHOODS

Citywide Park Renovation & Improvement



*As Adopted by Park Board - October 12, 2023*

# Land Acknowledgment

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

# Acknowledgments

Thank you to the citizens of Spokane who in 2021 & 2022 provided the input and direction that directly informed this citywide park improvement levy. The issues, opportunities and desires identified by citizens in the '2022 parks and natural lands master plan' provide the background and basis for all aspects of this proposed park investment.

Thank you also to the members of the 'Citywide Neighborhood Park Investment Executive Committee', which directed the formation of this specific citywide park improvement levy. Over the course of 4 months in the spring & summer following the approval of the park master plan, these individuals defined the specific program scope, program elements, funding source and funding duration for a citywide neighborhood park investment. At its final meeting in August of 2023, the executive committee recommended this investment to the City of Spokane Park Board consideration and adoption.

## Executive Committee

### City Council Members

Betsy Wilkerson, District 2  
Jonathan Bingle, District 1

### City Administration

Brian Coddington, Director of Communications and Marketing

### Spokane Park Board

Bob Anderson, President  
Gerry Sperling, Vice President  
Jennifer Ogden, Member  
Kevin Brownlee, Member

### Subject Matter Experts

Gavin Cooley, City of Spokane Chief Financial Officer (Retired)  
Rick Romero, City of Spokane Public Works Director (Retired)

### City Parks Staff (Voting Members)

Garrett Jones, Interim City Administrator  
Al Vorderbrueggen, Director of Operations

### City Parks Staff (Non-voting Members)

Berry Ellison, Park Program Manager  
Carl Strong, Assistant Director of Operations  
Fianna Dickson, Communication Manager  
Nick Hamad, Park Planning and Development Manager



# Executive Summary

## What Should We Do Next

In 2020, with the 2014 Riverfront Park Renovation bond project nearing completion, Spokane Parks began a new project to assess the entirety of the City's park system. At its core, this project intended to answer one question, "What should we do next?" For the next 2 years, park staff and consultants listened to the community and formed a master plan directly from this input. This 'Parks and Natural Lands Master Plan' outlined a vision to 'Preserve and Play' by both preserving and restoring current park lands and assets while also updating the park amenities and adding new parks in neighborhoods which lack access.

So, when we asked "What should we do next?", what did we hear? Simply put, "Invest in our neighborhoods".

Renovate parks which are aging. Replace old and broken playgrounds. Renovate and replace old restrooms - clean them more often and ensure they stay open. Enhance day to day park maintenance. Upgrade sprinklers to improve water efficiency and eliminate daytime watering. Add new parks on city land within neighborhoods which don't have parks nearby. Enhance security in parks which don't always feel safe. Acquire and preserve natural lands. Improve trailheads to provide better access to those lands. And update parks to provide the modern amenities residents want - like pickleball, pump tracks, disc golf, splash pads, and others. Invest in us, where we live every day, because Healthy Parks make for Healthy Neighborhoods.

## Is it Really Needed? And why Neighborhoods?

Since 1999, Spokane residents have approved (3) park bond investments. In 1999, the community invested in 3 new parks and repaired a portion of the deferred park maintenance citywide. In 2007 the community chose to invest in new outdoor pools, splash pads and sports complexes. In 2014 the community invested in Riverfront Park. These previous investments have built excellent special use facilities in which we can be proud and which are the envy of many nearby communities.

However, during these same 24 years, the percentage of city funds allocated to parks has steadily decreased from 2.6% in 2000 to 2.3% of all city expenses in 2022. That reduction totaled approximately \$2,600,000 in 2022, and is roughly 10% of the entire Parks Division budget. As a result, nearly half of the city's neighborhood parks have not received any capital investment in over 20 years. These parks have aged and many are in need of significant repair to ensure they can continue to serve current and future generations. It has become increasingly clear that regular, ongoing capital repair and maintenance is needed for neighborhood parks to continue. Capital bonds alone provide temporary fixes, but do not allow for the hiring of staff and therefore do not improve the long term daily maintenance within parks. But there is a practical solution to update aging parks while also improving daily maintenance.

## Neighborhood Park Levy

A park improvement levy, if approved by voters, allows not only for capital repair and construction but also the hiring of additional maintenance / safety staff as well as the purchase of needed maintenance equipment and vehicles. This approach can improve the condition of our parks for the long term. The following document outlines a citywide park improvement levy based directly on the adopted park master plan and tailored by an executive committee consisting of representatives from City Council, the Mayor's Administration, the Park Board, retired city financial and public work management, and city park staff. This program exists specifically to improve the quality of, access to, and amenities within parks citywide. Park staff asked, "what should we do next?" The Spokane community answered, "Invest in our neighborhoods". If approved, this citywide park improvement levy provides the means and methods for Spokane City Parks to deliver the first-tier park system improvements desired by the Spokane community.

# CONTENTS

Land Acknowledgment .....	II
Acknowledgments .....	III
Executive Summary .....	IV
1. Program Overview .....	1
2. Enhance Park User Experience .....	5
Cut Sheets:	
Park Safety Initiatives / Visitor Experience	
Park Maintenance & Operations	
3. Renovate & Replace Aging Parks, Trailheads, and Amenities .....	9
Cut Sheets:	
Playground Improvements	
Restroom Improvements	
Irrigation Improvements	
Amenities Improvements	
Minor Park Repairs	
Trailhead & Trail Improvements	
Minnehaha Park	
Grant Park	
Harmon Park	
4. Acquire & Develop New Neighborhood Parks and Natural Lands .....	21
Cut Sheets:	
Southeast Land Acquisition	
River Access Improvements	
Natural Lands Management Plan & Acquisition Fund	
Meadowglen Park	
Shiloh Hills Park	
Qualchan Hills Park	
5. Administration & Project Management .....	29
Cut Sheets:	
Administration & Project Management	
6. Implementation & Next Steps .....	33

## How to use this document

This is an interactive document, intended to be viewed both digitally and printed.

There are four program categories as part of this document, each with various project summaries called **cut sheets**. The cut sheets provide details on specific projects within the overall program. Cut sheets span broadly within the Parks and Recreation realm, meaning users from various backgrounds will likely be interested in just one or a few specific cut sheets.

As a digital copy, users can navigate through the document by using the clickable Contents page. By clicking on specific cut sheets or chapter titles, users will be linked to the page they click on. By clicking the central footer 'Healthy Parks, Healthy Neighborhoods' users will be linked back to the Contents Page for easy navigation.

As a printed copy, users can 'cut out' an individual cut sheet. This provides users with the flexibility to take one sheet (or a few) with them as talking points in a meeting for example, rather than carrying around the full document.

We hope this document provides you with the tools to engage in meaningful discussions that will help shape healthy parks, and healthy neighborhoods in Spokane.

- the healthy parks, healthy neighborhoods team

# **CHAPTER 1**

## Program Overview

# Program Overview

## General Overview

This Program was developed to improve the access to, condition of, and infrastructure / amenities within the City's Park system over a period of 20 years. To ensure responsible use to taxpayer funding and consistency with high priority community desires, the program draws directly from the 'First Priority Tier' recommendations of the adopted '2022 Park and Natural Lands Master Plan', with little exception.

- Approximately 81% of program investment is dedicated to the renovation, physical improvement, and daily maintenance enhancement of aging neighborhood parks, trailheads and natural lands community wide and the addition of a new park safety / visitor experience initiative.
- Approximately 12% of program investment is dedicated to the acquisition and development of new neighborhood parks within rapidly developing portions of the city as well as the acquisition of natural land and the improvement of trails and trailheads.
- Approximately 7% of program investment is dedicated to the project planning, construction management, and administration of the capital program and levy compliance.

The four major program categories are outlined in general detail below:

### Renovate & Replace Aging Parks, Trailheads, and Amenities

- Renovate park lands and assets citywide by conducting (3) major park renovations, replacing all playgrounds with significant deferred maintenance citywide, replacing approximately 50% of all park restrooms citywide and performing minor repairs to remaining restrooms, replacing all (14) racquet sport courts citywide, renovating (2)-(3) trailheads, adding (4)-(6) new artificial,

all-weather surface fields, developing (1) new paved park access trail, renovating the boulder beach water access point, and creating an ongoing annual minor park repair & security improvement fund.

### Enhance Park User Experience

- Improve general park maintenance, functionality, and cleanliness by hiring +/- (14) new park maintenance FTE staff, including (12) added maintenance staff dedicated to maintenance of the City's neighborhood parks, pools and sports complexes and (2) added maintenance staff dedicated to the city's park natural lands. Replace and augment antiquated maintenance equipment and vehicles to improve maintenance quality & efficiency.
- Expand park safety initiatives to neighborhood parks by hiring an additional (4) Park Ranger staff dedicated to the City's parks outside of Riverfront Park & provide vehicles and equipment as required.

### Acquire & Develop New Neighborhood Parks and Natural Lands

- Develop (3) new neighborhood parks within rapidly developing portions of the City, acquire land for park development in (1) high need location, create a 'Natural Lands Acquisition and Management Plan' to prioritize future natural land acquisition and management, and create an ongoing, annual fund for the acquisition of priority natural lands.

### Administration & Project Management

- Hire (6) project management, accounting, planning and design staff to manage implementation of capital improvements and associated activities, retain legal and audit consulting services to ensure levy compliance.

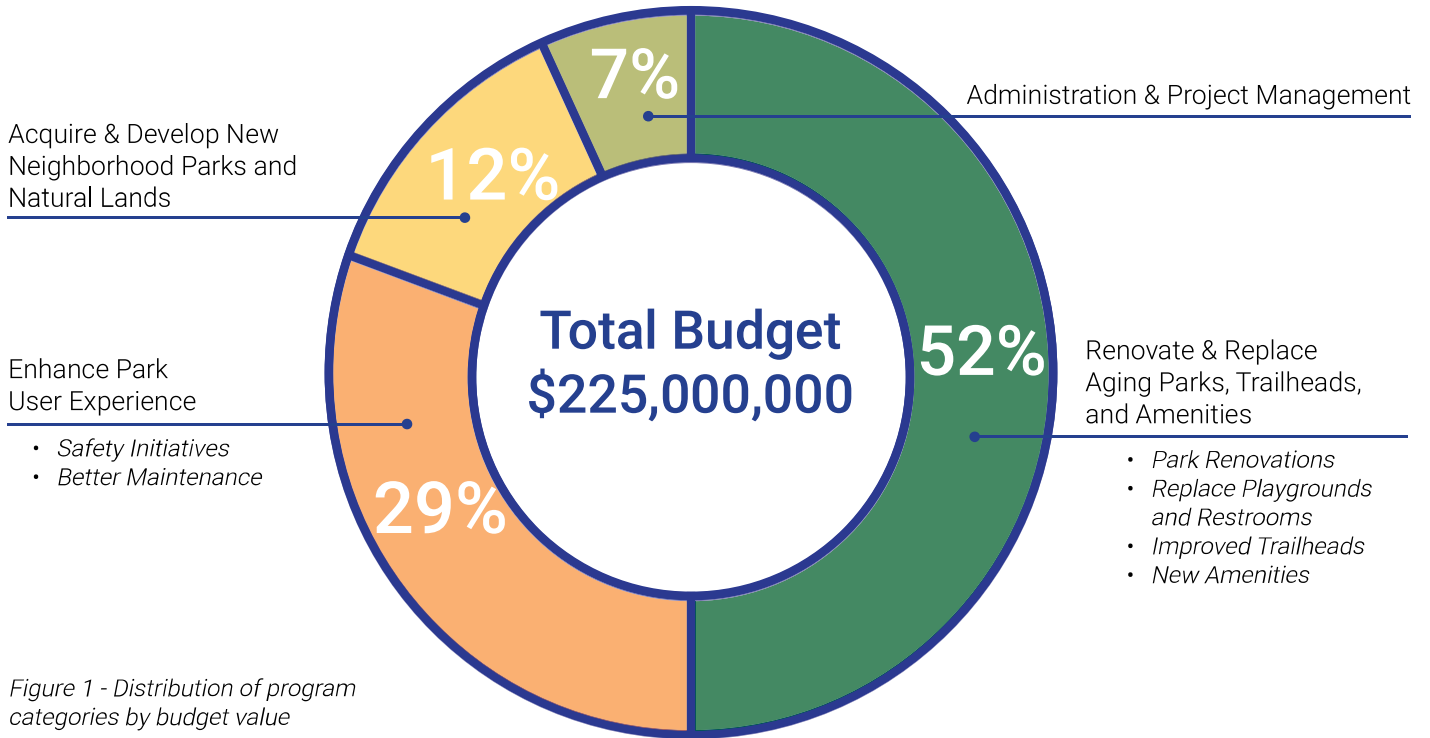


Figure 1 - Distribution of program categories by budget value



Figure 2 - Hierarchy of capital improvements based on overall budget allocation

# Financial Overview

Recommended funding source for proposed park operational and capital improvements is a single-year Levy Lid lift assessing \$0.29/1,000 of assessed property value. If passed, this assessment increases overall city levy assessment just less than 5% totaling approximately \$10.12 per month for the median homeowner in the City of Spokane. The levy lid lift is planned for a duration of 20 years and is estimated to generate approximately \$225,000,000 over that time. Levy value & duration was determined by majority vote of the Citywide Neighborhood Park Executive Committee and Park Board adoption of the levy measure is planned in October 2023.

## Statement of Assumptions

1. City General Fund contribution to City Parks and Recreation will remain as outlined in current City Charter and will not be reduced as an overall percentage of City spending. Any reduction in the contribution from City General Fund to Parks & Recreation will directly reduce the intended impact of this program.
2. By intent, all modeling uses escalation rates for both wages and project cost inflation that are slightly above historical actuals. This conservative approach is designed to not only ensure commitments can be met, but to account for and offset for both direct (i.e. increased water usage) and indirect overhead costs (i.e. interfund allocations for city service departments) that are difficult to forecast and/or trace back to individual projects.
3. All operational and administrative staffing costs were projected using 2023 wage and overhead rates. Operational and administrative staffing costs include 4% compounding annual cost escalation, from 2024 until 2044.
4. All estimated capital project costs were projected using 2023 pricing information. Projects include 3.5% compounding annual cost escalation from 2024 until the anticipated time of project construction.
5. Annual construction cost increase of 3.5% was based on 20-year historical average inflation as obtained from the 'Engineering News-Record Construction Cost Index History' from 2002-2022.
6. All major park renovation and new park construction capital project costs anticipate additional State and/or Federal grants totaling 20% of overall project cost.
7. Capital project costs represent total cost to implement projects, and include allowances for design & engineering services, permitting, construction administration, and Washington State Retail Sales Tax at a rate of 9%.
8. Project scheduling and implementation shall be reviewed annually by park staff with annual project implementation to be determined by park planning and development manager, park operations director, and park director.



# CHAPTER 2

## Enhance Park User Experience



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# PARK SAFETY INITIATIVES / VISITOR EXPERIENCE

## Enhance Park User Experience

Scope of Work: **Park Rangers**  
Location: **Citywide**

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First  
Master Plan Goal: Goal J. Co-existence  
Master Plan Objective: Objective 2. Park Design for Positive Interactions

### Project Description

Approximately 2/3 of Spokane residents surveyed as a part of the 2022 parks and natural lands master plan believe “The City needs to do more to make parks and programs welcoming and accessible”. Many residents throughout public engagement commented about not feeling welcome or safe in parks due to trash, drug use, and encampments. Public spaces are inherently contested space as they are shared by all types of people. This initiative was formed to support co-existence within parks by addressing conflict between park users through adding staff trained on trauma-informed approaches for interacting with users of park spaces.

This initiative will receive a dedicated percentage of levy funds allocated to improvement park safety and improve visitor experience. These additional funds will support hiring additional staff, purchasing and maintaining specialty equipment and vehicles as outlined below:

- Hire additional park ranger staff dedicated to expanding the park ranger program outside of Riverfront Park to provide a physical presence within neighborhood parks where there is high risk of conflict between park users or the park space is contested and unwelcoming. Add approximately (4) FTE, (1) park ranger supervisor, and (3) full time park rangers. It is anticipated that the park rangers will move from park to park in response to the greatest need for their presence. Specific positions will be determined by park ranger supervisor in coordination with the park director.
- Allocate \$40k in annual funding dedicated to purchase & maintain park ranger vehicles and specialty equipment.

### Key Park Safety Improvements

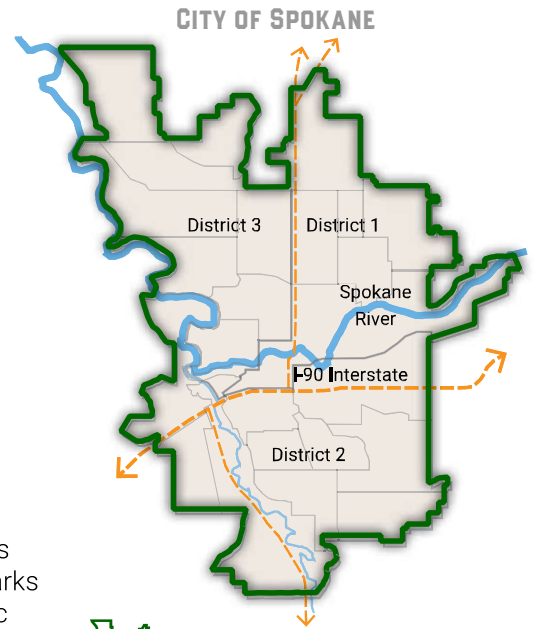
Park Ranger Staff Expansion



Park Ranger Vehicles



Welcoming to the Public



Park Safety Initiatives distributed citywide based on physical need

### Park Rangers Today



# PARK MAINTENANCE & OPERATIONS

## Enhance Park User Experience

Scope of Work: **Maintenance & Operations**  
 Location: **Citywide + Outside City Limits**

### Master Plan Goal, Objective, and Strategy

*Master Plan Priority Tier:* First

*Master Plan Goals & Objectives:*

- Goal A. Serving the Under-resourced
  - Objective 3. Focus on Neighborhood and Community Parks.
- Goal K. Maintain & Care
  - Objective 1. Replace Aged Facilities.

- Goal C. Preserve Our Wild
  - Objective 5. Enhance Our Natural Lands With Projects To Restore Ecologies And Build Resilience To Natural Disasters.

### Project Description

'Improving daily maintenance and management of existing parks' was viewed as important or essential by 2/3 of residents surveyed as a part of the 2022 parks and natural lands master plan. Over the past 20 years, the percentage of city funds spent on parks has consistently decreased, declining by 0.3% during that time (totaling \$2.6m in 2021 alone). 6 in 10 residents also felt the city should seek additional funding to maintain its existing offerings. To better meet community expectations for park maintenance and management, additional funds must be dedicated for that purpose.

To improve park operations and maintenance citywide, it is intended that the current park fund contribution to park maintenance and operations remains without being reduced while being augmented with a dedicated percentage of levy funds allocated for park maintenance and operations enhancements. These additional funds will support hiring additional staff, purchasing and maintaining equipment and vehicles as outlined below:

- Hire additional park maintenance staff to maintain developed park grounds, facilities, pools and splash pads citywide. Add approximately (12) FTE, (10) dedicated to maintaining park facilities and grounds citywide and (2) dedicated to maintaining recreation facilities. Specific positions may include (1) foreperson, (1) program specialist, (2) irrigation specialist, (1)

### Key Maintenance & Operations Features

Cleaner Parks



Maintenance Vehicles & Equipment



Park Operations Staff Enhancements



Citywide Maintenance Enhancements



- equipment operator, (1) gardener, (1) tree worker, (3) laborers, (2) park caretakers, and temp seasonal staff (budget dependent). Specific positions will be determined by park operations director in coordination with park director.
- Hire additional staff dedicated to maintenance of park natural lands. Add approximately (2) FTE, including (1) program specialist / trails coordinator, and (1) caretaker. Specific positions will be determined by assistant director of natural resources in coordination with park operations director.
- Allocate \$300k annual funding to replace depreciated fleet of park maintenance equipment. Purchase and maintenance equipment used to maintain parks and natural lands (trip-plex mowers, heavy equipment, small power equipment, specialty tools, etc.)
- Allocate \$200k annual funding to replace depreciated fleet of park vehicles and purchase / lease new vehicles for added employees. Funding dedicated to purchase / lease of light trucks, heavy trucks, and crew vehicles. (1/2-ton & 3/4-ton pickups, Kodiaks, etc.)

*NOTE: Park staffing and equipment needs are dynamic in nature. Actual positions hired and actual equipment / vehicles purchased shall be evaluated continually by park operations management. Staff and equipment purchased shall nonetheless be dedicated to the maintenance and operation of parks citywide.*

# CHAPTER 3

## Renovate & Replace Aging Parks, Trailheads, and Amenities

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# PLAYGROUND IMPROVEMENTS

## Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**  
 Location: **Citywide** - based on physical need

### Project Profiles

Quantity	Project Type
10	Larger (Community) Park Playground Replacements
+/- 22	Smaller (Neighborhood) Park Playground Replacements

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First  
 Master Plan Goal: Goal K. Maintain and Care  
 Master Plan Objective: Objective 1. Replace Aged Facilities

### Project Description

'Playgrounds' were identified by citizens during the 2022 park and natural lands master plan as the highest priority asset to upgrade within existing parks. A detailed condition rating of all city park playgrounds found nearly 60% of all city park playgrounds have aged beyond their design life, contain major damage, or are no longer functional and require complete replacement to restore proper functionality. Community input received also indicates that caregivers and residents desire more accessible playgrounds than currently offered.

This project will replace all park playgrounds which are rated with a physical condition of 3.0 or higher. This includes replacement of approximately (32) playgrounds citywide, including all (10) large (community) park playgrounds within the city and approximately (22) smaller playgrounds within neighborhood parks citywide. All playground replacements will include dedicated play equipment for both the 2-5 and 5-12 age groups, inclusive play features, and enhanced ADA pathways to the playgrounds from the surrounding park. Large (community) playgrounds will include additional play features and new rubberized play surfacing instead of wood fiber surfacing to further enhance accessibility and quality. Replacement locations & priorities will be determined annually by physical condition.

### Key Playground Improvements

Site Furnishings



Rubberized surfacing



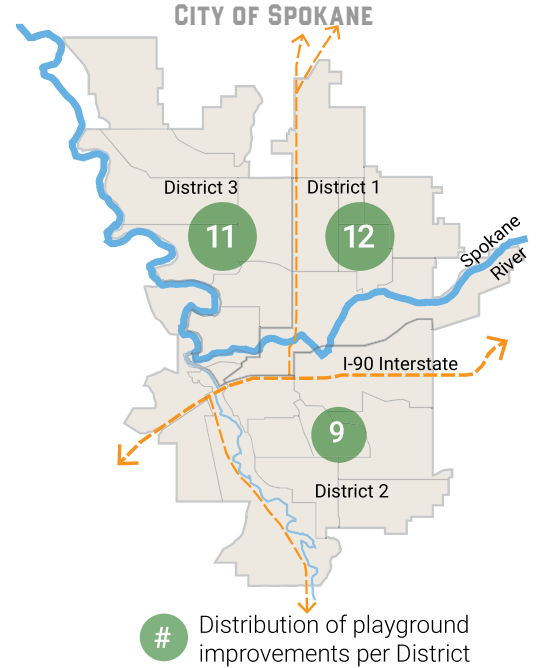
Inclusive play features



ADA accessible equipment



Full playground replacement



### Playground Physical Condition Rating

All larger (community) parks listed below receive major playground replacement **regardless of rating**.

*A.M. Cannon Park, Audubon Park, Comstock Park, Mission Park, Shadle Park, Sky Prairie Park, Thornton Murphy Park, and Underhill Park.*

All smaller (neighborhood) park playgrounds **rated 3.0 to 5.0** receive complete playground replacement.

All smaller (neighborhood) park playgrounds **rated 1.0 to 3.0** receive enhanced maintenance repair.

#### How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*



# RESTROOM IMPROVEMENTS

## Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**  
 Location: **Citywide** - based on physical need

### Project Profiles

Quantity	Project Type
+/- 40	Citywide Restroom Replacements
+/- 45	Citywide Restroom Enhancements

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First  
 Master Plan Goal: Goal A. Serving the Under-resourced  
 Master Plan Objective: Objective 3. Focus on Neighborhood and Community Parks

### Project Description

The 2022 park and natural lands master plan identified restrooms as the highest priority asset to upgrade and add within city parks. Lack of consistent restroom access & quality were considered a problem by 7 in 10 residents. The large majority of all park restrooms do not meet current ADA accessibility requirements & building code regulations, are easily vandalized or damaged, are difficult to repair once damaged, and are in need of significant repair or replacement to reduce future maintenance burden and meet community expectation.

This project will replace approximately 50% of all park restrooms citywide, totaling approximately (40) individual restrooms buildings. Replacement restrooms will meet modern building code regulation and ADA access requirements and will include enhance ADA pathways to the restrooms from the surrounding park.

The remaining 50% of city restrooms will receive minor upgrades, including fixture replacements, paint, and other minor repairs as required to ensure functionality. Replacement & repair locations & priorities will be determined annually by physical condition.

### Key Restroom Improvements

Family access



Winterization



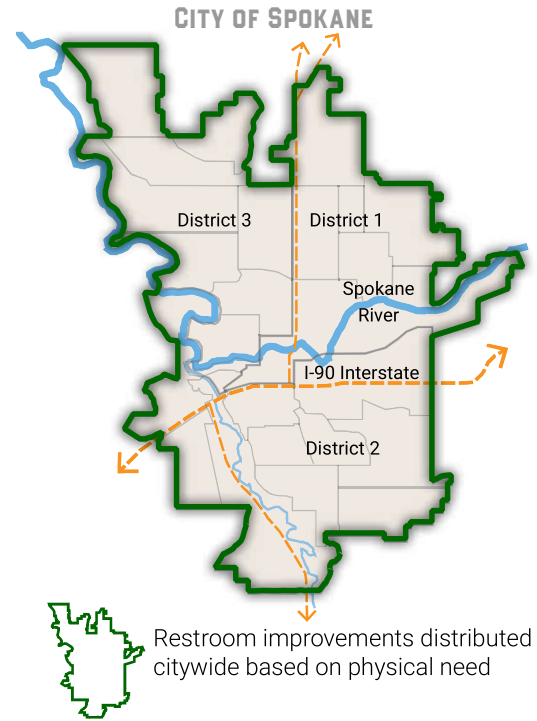
ADA accessibility



Full restroom replacement



More reliable



### Restroom Physical Condition Rating

All citywide restrooms **rated 4.0 to 5.0** receive full facility replacement

All citywide restrooms **rated 2.0 and above** receive enhancements

#### How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*



# IRRIGATION IMPROVEMENTS

## Renovate & Replace Aging Parks, Trailheads, and Amenities

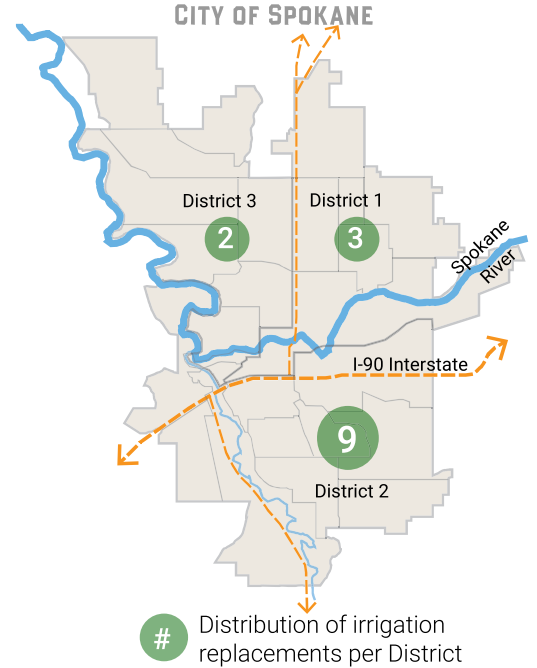
Scope of Work: **Design and Construction**  
 Location: **Citywide** - based on physical need  
 Renovation Size: **Up to 175 acres**

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier - First

#### Master Plan Goals & Objectives

- Goal F. Improve Water Use Efficiency
  - Objective 1. Reduce Water Needs
  - Objective 2. Improve City-Wide Water Management Practices
  
- Goal K. Maintain and Care
  - Objective 1. Replace Aged Facilities



### Project Description

City of Spokane Parks is the largest single municipal user of city water, consuming approximately 4% of all water pumped citywide to irrigate park lands throughout the community. Numerous park irrigation systems are antiquated and require 'manual operation', ie. maintenance staff must physically 'plug-in' each sprinkler daily to operate the systems. These systems are inefficient, beyond their design lives, labor intensive, and expensive to operate. Additionally, in the 1970's and 1980's, numerous 'manual' systems were retrofitted with 'hydraulic control systems', which rely on highly unreliable components which are no longer manufactured and require replacement to ensure continued operation.

This project replaces approximately 175 acres of antiquated irrigation systems within approximately (13) parks, replaces all 'manual' irrigation systems and several of the most unreliable 'hydraulic' irrigation systems. New irrigation systems will be fully automated, high-efficiency, and include water saving accessories and sensors to further increase watering efficiency. Once complete, irrigation system upgrades significantly reduce labor resources required to complete basic watering, increase watering efficiency, and eliminate the regular need for daytime watering within parks. Landscape conversions from turfgrass to more drought tolerant meadow landscape will be considered for implementation with irrigation upgrades on a case-by-case, site-by-site basis.

### Key Irrigation Improvements

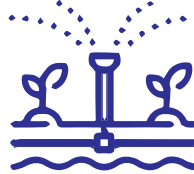
Replace manual & hydraulic systems



Replace antiquated vaults & plumbing



Install modern, efficient systems



Reduced water use



Labor reduction



Increased level of service





# AMENITIES IMPROVEMENTS

## Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**  
 Location: **Citywide**

### Project Profiles

Quantity	Project Type
14	Renovated Sport Courts
1	Add Skate Park / Pump Track
1	Add Disc Golf Course
4-6	All Weather Surface Fields

### Master Plan Goal, Objective, and Strategy

*Master Plan Priority Tier* - First

#### Master Plan Goals & Objectives

Goal A. Serving the Under-resourced  
 Objective 3. Focus on neighborhood and community parks

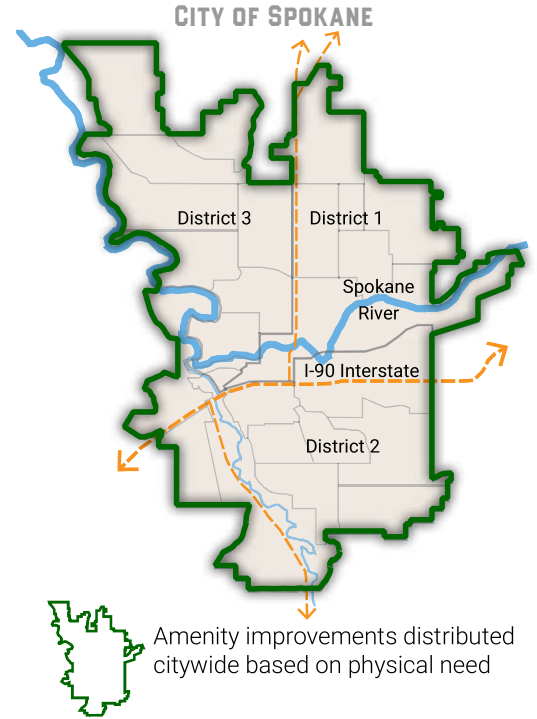
Goal B. Inland Northwest Living  
 Objective 1. Offerings reflect and respond to local recreation and park use trends

### Project Description

Community survey conducted during the 2022 park and natural lands master plan identified several community desires for park amenity improvements – better racquet sport courts, including dedicated courts for pickleball, pump tracks / BMX facilities, disc golf courses, dog parks, and picnic areas were the most requested amenities citywide.

In response to these community desires, this project will:

- Replace all (14) existing racquet sport courts citywide, adding dedicated courts for pickleball as well as tennis.
- Add (4)-(6) new artificial turf, all weather surface multi-use sports fields, (2)-(4) located at former Joe Albi Stadium site adjacent Dwight Merkel Sports Complex, and (2) located at Southeast Sports Complex.
- Construct (1) new disc golf course, at a location to be determined.
- Design (1) new pump track, and seek state grant / partner funding for construction of, preferably in District 1.
- Replace and add site furnishings & picnic tables throughout the city to improve picnic area amenities within parks.



### Key Amenity Improvements



All Weather Surface Field



Disc Golf Course



Picnic Table



Sport Courts





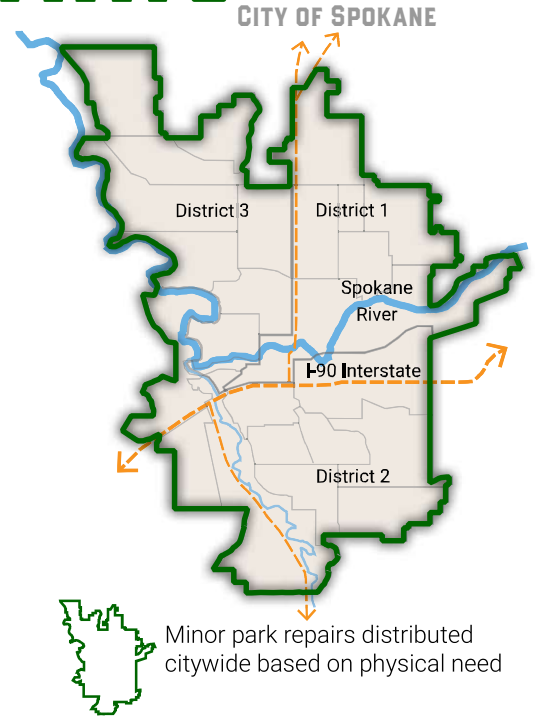
# MINOR PARK REPAIRS

*Renovate & Replace Aging Parks, Trailheads, and Amenities*

Scope of Work: **Continuous Maintenance**  
 Location: **Citywide** - based on physical need

## Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First  
 Master Plan Goals: Goal K. Maintain and Care  
 Goal L. Funding Futures  
 Master Plan Objective: Objective 1. Pursue Additional Funding Sources



## Project Description

Over the course of several bond projects, Spokane City Parks has effectively focused investment into targeted ‘special use facilities’ & amenities. As these large ‘one-time’ investments have occurred, the Parks Division has not been able to dedicate ongoing funds for regular capital to properly maintain various park assets. Regular minor repair of these park assets throughout the city have therefore been consistently deferred for several decades. Despite this deferral, many minor park amenities and infrastructure still require repair and have not been included within a larger project in this program. It is intended that this fund shall be used to ‘fill the gaps’ to improve the general condition of minor park assets citywide, and not be utilized to augment the budget of larger projects identified within this program.

This project funding will be dedicated for minor park repairs on an ongoing, annual basis for the upkeep, repair, and minor component replacement of park facilities. These minor repairs may include repair and replacement of playground components, park building & gazebo roofs & windows, parking lots (sealing, striping, repair, etc), park walkways & sidewalks, mechanical systems (boilers/hvac), pool & splash pad components (pumps/pool buildings/slides/pool decks), sewer and water utility lines, lighting systems, and other miscellaneous park features which may not warrant a dedicated project. Specific minor projects will be determined by physical need on an annual basis by the park operations director in coordination with the park planning manager and support staff.

## Key Minor Park Repairs

Playgrounds



Roofs



Parking Lots



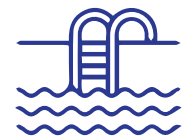
Sidewalks



Boiler / HVAC



Pools



Utilities



Vandalism



Lighting





# TRAILHEAD & TRAIL IMPROVEMENTS

## Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**  
 Locations: **District 2 - Cliff-Cannon and Comstock Neighborhoods**  
**Outside City Limits - Beacon Hill, Palisades, and Fish Creek**

### Project Profiles

- Renovation - Palisades Park South Trailhead
- Development - Palisades Park North Trailhead
- Development - Cliff Drive / Edwidge Woldson Park Access Trail
- Development - Beacon Hill Trailheads

### Master Plan Goal, Objective, and Strategy

#### Master Plan Priority Tiers

- First (Palisades North / South Trailhead Projects)
- Third (Cliff Dr / Edwidge Woldson Access Trail Project)

#### Master Plan Goals & Objectives

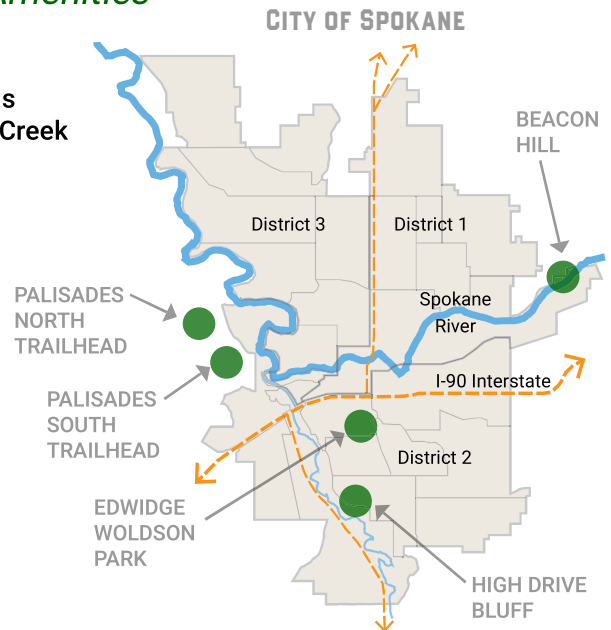
- Goal C. Preserve Our Wild
  - Objective 1. Initiate Framework For Natural Land Acquisition Decision Making
  - Objective 5. Enhance Our Natural Lands With Projects To Restore Ecologies And Build Resilience To Natural Disasters

### Project Description

'Trailheads' & 'Trails' were identified by citizens during the 2022 park and natural lands master plan as a top tier community desire. Community input received indicates preference for renovation of existing trailheads prior to the construction of new trailheads, with Districts (1) & (3) expressing stronger preference for trailhead improvements than District (2). Community input also expressed preference for both paved and unpaved trails citywide.

In response to community desire, this project replace and improve trailheads and construct new trail as outlined below:

- Replace the existing trailhead at Palisades Park, near district 3 and develop an additional trailhead to access the newly acquired Rimrock to Riverside portion of Palisades Park.
- Provide supplemental accessory improvements to the newly renovated Beacon Hill trailheads currently being improved near district 1.
- Improve new 'Class 1' paved access trail from Cliff Drive through Edwidge Woldson Park to 7th avenue in district 2 to provide an ADA accessible trail connection to expand walkable park and school access and provide a safer alternative to the 'Tiger Trail'.
- Improve trailhead and trail access to the High Drive Bluff at appropriate location(s), which may include 'Rocket Gulch', or other locations as determined through collaboration with the Friends of the Bluff.
- Allocate a portion of the funding required to complete the Fish Lake Trail Gap @ 'U.P. Junction'. It is not intended that this project fund implementation in its entirety, but rather serve as matching funds for use in partnership with other agencies and grants to complete the connection.



### Trailhead Physical Condition Rating

4.0	Palisades Park South Trailhead
N/A	Palisades Park North Trailhead
4.0	Cliff Dr / Edwidge Woldson Park Access Trail
N/A	Beacon Hill Trailheads
2.3	High Drive Bluff

#### How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*

### Key Amenity Improvements

Trailhead Parking 	Lighting 	Trail Camera 
Access Gate & Fencing 	Trail Wayfinding & Signage 	





# MINNEHAHA PARK

## Renovate & Replace Aging Parks, Trailheads, and Amenities

### Project Profile

Project Type: **Major Park Renovation**  
 Scope of Work: **Design and Construction**  
 Location: **District 1 - Minnehaha Neighborhood**  
 Renovation Area: **Up to 10 acres**  
 Park Type & Age: **Community Park, Established 1909**

### Master Plan Goal, Objective, and Strategy

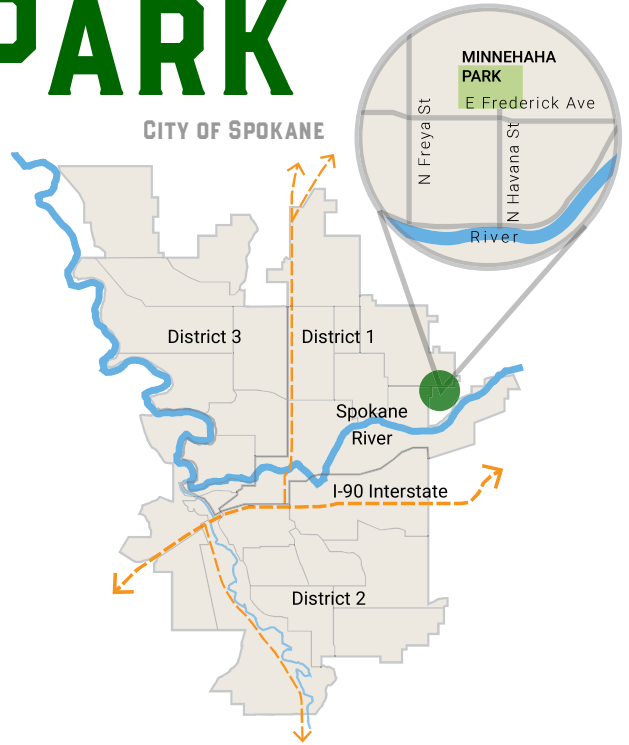
Master Plan Priority Tier: **First**  
 Master Plan Goal: **Goal K. Maintain and Care**  
 Master Plan Objective: **Objective 1. Replace Aged Facilities**

### Project Description

Minnehaha Park is the City's only large (community) park east of Freya and serves residents east of the new North-South Freeway (NSC) who have been adversely impacted by its construction. The park is currently in poor to failing condition, lacks recent investment, is located within the highest social and environmental park equity priority zone, and requires substantial redevelopment to restore its functionality. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a large (community) playground, restroom upgrades, splash pad, paved off-street parking lot, neighborhood dog park, paved pathways, ADA improvements, irrigation system, multi-purpose field, connection to existing soft surface trails, landscape restoration, and if budget allows, either a pump-track or a sport court complex (depending on community preference).

### Existing Park Photos



### Park Physical Condition Rating

**4.2 - Major Facility Damage**

#### How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*

### Key Proposed Improvements

- Sport Court Renovation / Pump Track
- Dog Park
- Splash Pad
- Playground Replacement
- Multi-use Field



# GRANT PARK

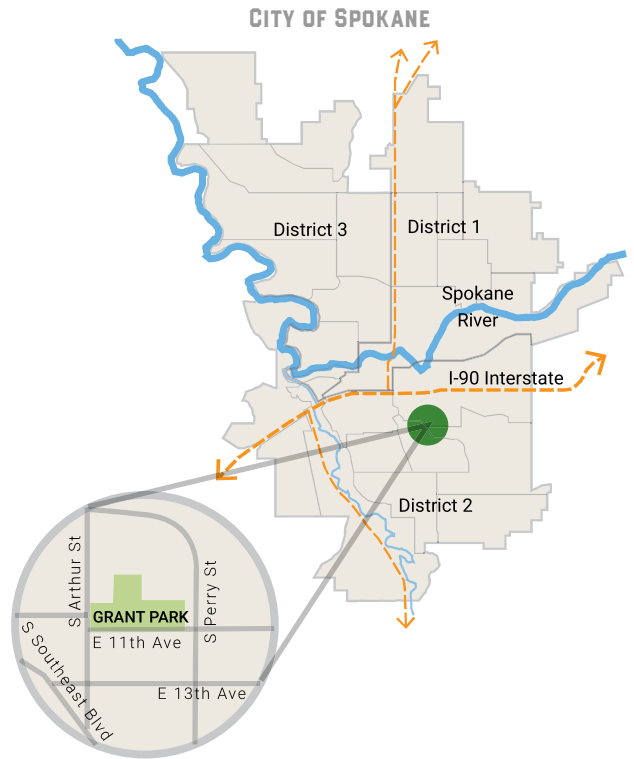
*Renovate & Replace Aging Parks,  
Trailheads, and Amenities*

## Project Profile

Project Type: **Major Park Renovation**  
 Scope of Work: **Design and Construction**  
 Location: **District 2 - East Central Neighborhood**  
 Renovation Area: **Up to 9 acres**  
 Park Type & Age: **Neighborhood Park, Established 1908**

## Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**  
 Master Plan Goal: **Goal K. Maintain and Care**  
 Master Plan Objective: **Objective 1. Replace Aged Facilities**



## Project Description

Grant Park, located immediately adjacent the bustling South Perry business district, is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. Park infrastructure and amenities require complete replacement to restore proper functionality.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 9 acres of park area, full replacement of the east parking lot and upgrades to the west parking lot, a new farmer's market courtyard space with support utilities, playground, splash pad, sport courts, paved pathways, ADA improvements, irrigation, and park landscape restoration.

## Park Physical Condition Rating

**4.0 - Major Facility Damage**

### How we rate your park:






- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*

## Existing Park Photos



## Key Proposed Improvements

- Sport Court Renovation 
- Community Garden 
- Playground Replacement 
- Ballfields 
- Restroom Renovation 

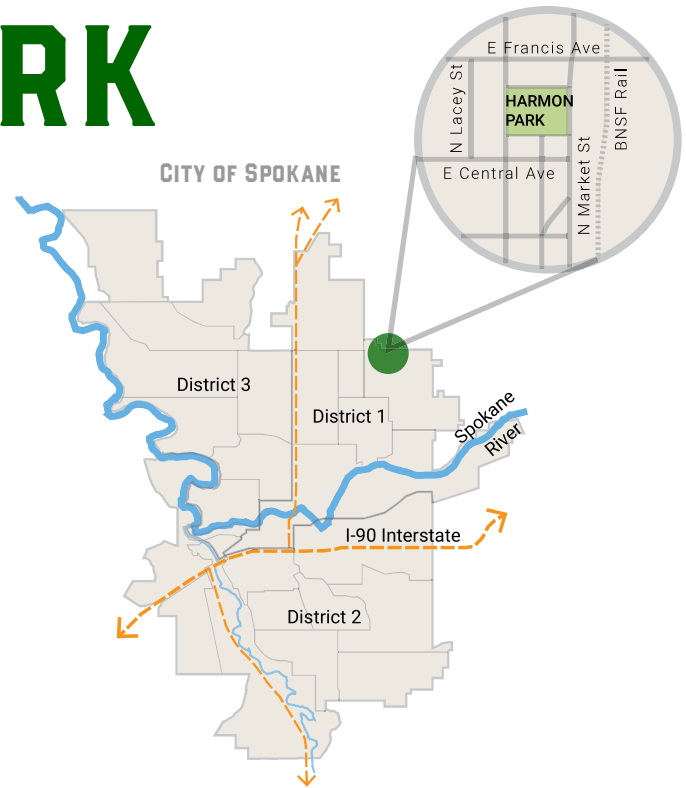


# HARMON PARK

*Renovate & Replace Aging Parks, Trailheads, and Amenities*

## Project Profile

Project Type: **Major Park Renovation**  
 Scope of Work: **Design and Construction**  
 Location: **District 1 - Hillyard Neighborhood**  
 Renovation Area: **Up to 10 acres**  
 Park Type & Age: **Neighborhood Park, Established 1933**



## Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First  
 Master Plan Goal: Goal K. Maintain and Care  
 Master Plan Objective: Objective 1. Replace Aged Facilities

## Project Description

Harmon-ShIPLEY Park, located near Francis and Market in northeast Spokane, functions as a large community gathering location and is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. The majority of the park's infrastructure and amenities require complete replacement to restore proper functionality.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a new large (community) playground, restroom, sport courts, paved pathways, ADA improvements, utility hookups for events, irrigation, multi-purpose field space, park landscape restoration and if funding permits, a new splash pad.

## Park Physical Condition Rating

**3.8** - Aging Facility, many components have major facility damage

### How we rate your park:






- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

*\*rating criteria as per 2022 parks and natural lands master plan*

## Existing Park Photos



## Key Proposed Improvements

- Sport Court Renovation 
- Irrigation Replacement 
- Playground Replacement 
- Multi-purpose Field Space 
- Restroom Renovation 



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# CHAPTER 4

Acquire & Develop New  
Neighborhood Parks  
and Natural Lands



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# SOUTHEAST LAND ACQUISITION

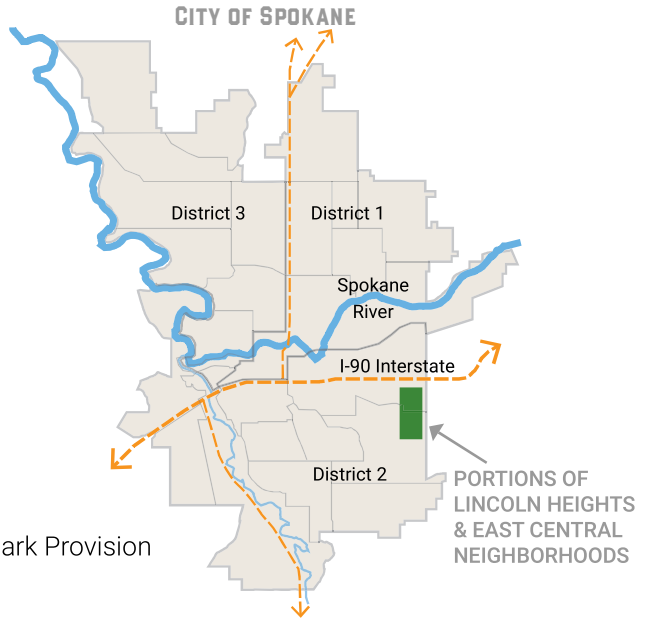
## Acquire & Develop New Neighborhood Parks and Natural Lands

### Project Profile

Project Type: **New Pocket Park**  
 Scope of Work: **Land Acquisition**  
 Locations: **District 2 - Lincoln Heights & East Central Neighborhoods**  
 Proposed Park Size: **1 - 2 acres**

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: Second  
 Master Plan Goal: Goal A. Serving the Under-resourced  
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision







### Project Description

Spokane’s East Central & Lincoln Heights neighborhoods are located within medium and high social and environmental park equity priority zones and are home to several developed parks within the western neighborhood reaches. While residents West of Ray Street enjoy easy access to these facilities, residents living east of Freya & Ray Streets face a significant barrier crossing this high-capacity roadway to access existing park lands. As a result, more than 2,600 neighborhood households lack walkable access to a park, and the 2022 park and natural lands master plan identified acquiring land to improve park access for residents as a priority need for this area.

The planned project will include land acquisition only. Target land acquisition should be approximately 1-2 acres in size and may be either undeveloped or developed. Land acquired should be east of Freya Street between Hartson and 21st Street, with walkable access to as many homes as possible. Land acquired will be held in its acquired state until future park development funding is secured in the future.

### Attributes of Desired Property

- Undeveloped Land 
- Walkable Destination 
- Centrally Located 
- Proximity to Public Transit 



# RIVER ACCESS IMPROVEMENTS

## Acquire & Develop New Neighborhood Parks and Natural Lands

### Project Profile

Project Type: **Water Access Improvements**  
 Scope of Work: **Design and Construction**  
 Locations: **District 1 - Boulder Beach**  
**District 3 - Three Islands Park**

### Master Plan Goal, Objective, and Strategy

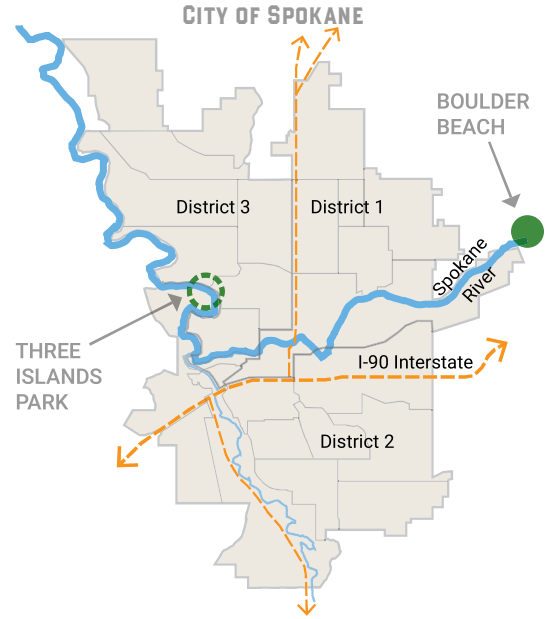
Master Plan Priority Tier: First  
 Master Plan Goal: Goal E. Care for and Activate the Spokane River  
 Master Plan Objective: Objective 1. Develop additional universally accessible water access points

### Project Description

According to survey & market analysis from the 2022 park and natural lands master plan, 'fishing' / 'freshwater access' is one of the top five local activities by number of participants. As a result, increasing opportunities to access the Spokane river was identified as a tier 1 community priority. Particularly, the plan recommends 'developing additional universally accessible water access points for fishing access, including non-motorized boat launch, SUP & kayaking with adequate parking'. Access points should incorporate ADA design best practices for developing water access points.

The planned project will include:

- Design and construction phases for water access improvements a boulder beach near District 1 to expand ADA access and provide additional parking on the north side of Upriver Drive.
- Design only for a new ADA accessible non-motorized boat access point on the 'Three Islands' property within District 3 near the west end of the TJ Meenach bridge. Design will conceptualize a new paved parking lot / trailhead, ADA accessible trail, non-motorized boat access ramp, and potential swimming area. Construction funding for this property will need to be secured via grants and partnerships in the future to implement these improvements.



### Key Proposed Amenities

- Improved Trailheads
- Expand Parking
- Add ADA Parking

### ADA Accessible Watercraft Access



### Street View Today



### Precedent Imagery (CONCEPT ONLY)



# NATURAL LANDS MANAGEMENT PLAN & ACQUISITION FUND

*Acquire & Develop New Neighborhood Parks and Natural Lands*

Scope of Work: **Planning & Land Acquisition**  
Location: **Citywide + Outside City Limits**



## Master Plan Goal, Objective, and Strategy

*Master Plan Priority Tier:* Second

### Master Plan Goals & Objectives

Goal C. Preserve Our Wild

- Objective 1. Initiate Framework For Natural Land Acquisition Decision Making
- Objective 2. Further Regional Partnerships For Land Acquisitions.
- Objective 3. Initiate Interdisciplinary Partnerships For Land Management.

## Project Description

According to community survey during the 2022 park and natural lands master plan, 93% of Spokane residents desire to protect wildlife habitat, conserve native plants, sensitive landscape and forests and preserve areas with beautiful or unique natural habitat. Despite rapid development of natural land within and immediately adjacent the City of Spokane, City Parks does not have a comprehensive strategy for the acquisition and maintenance of park natural lands, nor does it allocate dedicated funding to acquiring additional natural lands for preservation.

In response to community affinity for natural land, this program element will:

- Fund creation of a citywide 'Natural Lands Acquisition and Management Plan'. The plan shall include significant community input from subject matter experts, partner agencies (Spokane County, WDFW, etc.), citizen scientists, and community members.
- Create a dedicated fund for acquisition of priority natural lands identified within the acquisition and management plan, allocating approximately \$125,000 annually plus yearly escalation for property acquisition.

## Key Planning Approaches

Assess City Owned Land and Potential Future Acquisitions



Establish Funding



Reduce Fuel Consumption



Restoration & Conservation



Land Maintenance & Management



Preserve Local Identity



# MEADOWGLEN PARK

## Acquire & Develop New Neighborhood Parks and Natural Lands

### Project Profile

Project Type: **New Neighborhood Park**  
 Scope of Work: **Design and Construction**  
 Location: **District 3 - North Indian Trail Neighborhood**  
 Park Size: **Up to 14 acres**



### Master Plan Goal, Objective, and Strategy








Master Plan Priority Tier: First  
 Master Plan Goal: Goal A. Serving the Under-resourced  
 Master Plan Objective: Objective 1. Address Geographic Gaps in Park Provision

### Project Description

Meadowglen Park consists of +/-30 acres of city owned land which sits undeveloped within Spokane’s rapidly developing North Indian Trail Neighborhood. More than 2,800 of neighborhood households lack walkable access to a park, making the neighborhood’s ‘park walkability’ score the worst in the city. Developing Meadowglen Park significantly improves park access for residents within this neighborhood by creating walkable access to a developed park for over 650 households. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement and has been a primary desire for the neighborhood for over two decades. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvement includes new development of up to 14 acres of park area and preservation of at least 16 acres of property as natural land. Proposed improvements include a new neighborhood playground, restroom and associated utilities, pavilion / gazebo structure, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, connection to existing soft surface trails, and landscape improvements. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of ‘meadow landscape’. Should funding permit, neighborhood dog park and/or splash pad may also be included.

### Key Proposed Amenities

- Covered Picnic Area 
- Restroom 
- Playground 
- Sport Court 
- Native Meadow Grassland 
- Multi-use Trails 
- STA Transit Stop 

### Street View Today



### Conceptual Master Plan Imagery





# SHILOH HILLS PARK

## Acquire & Develop New Neighborhood Parks and Natural Lands

### Project Profile

Project Type: **New Neighborhood Park**  
 Scope of Work: **Design and Construction**  
 Location: **District 1 - Shiloh Hills Neighborhood**  
 Land Acquisition Size: **5 - 10 acres**

### Master Plan Goal, Objective, and Strategy

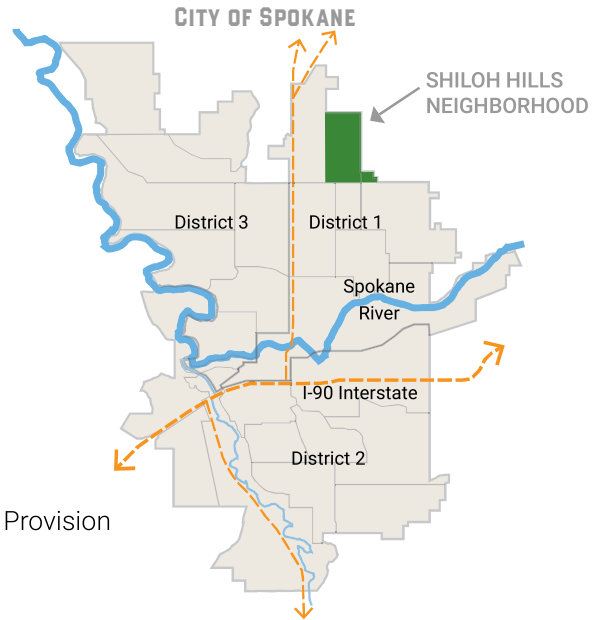
Master Plan Priority Tier: First  
 Master Plan Goal: Goal A. Serving the Under-resourced  
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision

### Project Description







The Shiloh Hills neighborhood, located in Northeast Spokane, is home to a large number of apartment homes, is highly socially vulnerable, is located within the highest social and environmental park equity priority zone, and more than 1,820 of neighborhood households lack walkable access to a park. In particular, residents east of Nevada Street have no walkable access to a park. Acquisition and development of a park in this vicinity is one of three priority 'new park development' projects identified specifically within the 2022 park and natural lands master plan and is listed as a 'very high priority'.

The planned project will include land acquisition, planning, design, public outreach, and construction phases. The priority for land acquisition is undeveloped property located north of Francis Street, East of Nevada Street, with walkable access to as many apartment homes as possible. Target land acquisition size is between 5-10 acres in size. Proposed improvements include a new neighborhood playground, restroom, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, and landscape improvements. Should funding permit a splash pad may also be included.

### Precedent Imagery (FOR CONCEPT REVIEW ONLY)



### Key Proposed Amenities

- Sport Court 
- Covered Picnic Area 
- Restroom 
- Multi-use lawn 
- Playground 
- STA Transit Stop 



# QUALCHAN HILLS PARK

## Acquire & Develop New Neighborhood Parks and Natural Lands

### Project Profile

Project Type: **New Community Park**  
 Scope of Work: **Design and Construction**  
 Location: **District 2 - Latah/Hangman Neighborhood**  
 Proposed Park Size: **Up to 15 acres**

### Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**  
 Master Plan Goal: **Goal A. Serving the Under-resourced**  
 Master Plan Objective: **Objective 3. Address Geographic Gaps in Park Provision**

### Project Description

Qualchan Hills Park consists of +/-16 acres of city owned land which sits undeveloped within Spokane's rapidly developing Latah Hangman Neighborhood. More than 2,100 neighborhood households lack walkable access to a park, making the neighborhood's 'park walkability' score the second worst in the city. Despite rapid residential planned-unit-development which includes privately maintained parks for nearby residents, no developed public park land exists east of Highway 195. Developing Qualchan Hills Park significantly improves park access for residents within this neighborhood by creating public park access for PUD & non-PUD residents alike. It is one of three parks identified specifically within the 2022 park and natural lands master plan for new park development. The property sits adjacent to school district lands – making a joint development of a school & park a possibility.

The planned project will include design, public outreach, and construction phases. Proposed improvements include new development of up to 10 acres of park area, including a new large (community) playground, restroom and associated utilities, pavilion / gazebo structure, splash pad, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field and landscape improvements, and if desired by the community, a potential neighborhood dog park. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of 'meadow landscape' and will plant an 'enhanced buffer landscape' along Hangman Creek.

### Key Proposed Amenities

Sport Court



Enhanced Shoreline Buffer



Restrooms



Multi-use Lawn



Playground



STA Transit Stop



Street View Today



Precedent Imagery (CONCEPT ONLY)



# CHAPTER 5

## Administration & Project Management



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# ADMINISTRATION & PROJECT MANAGEMENT

## Administration & Project Management

Scope of Work: **Project Administration, Management & Support**

### Master Plan Goal, Objective, and Strategy

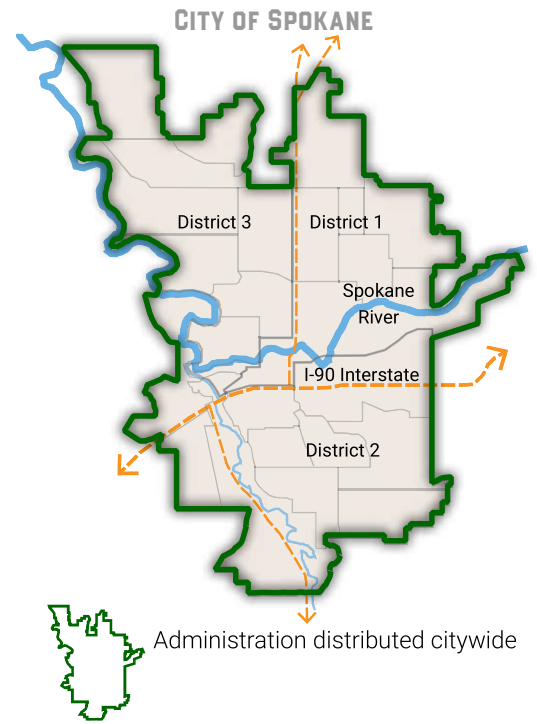
Master Plan Priority Tier: N/A  
Master Plan Goal: N/A  
Master Plan Objective: N/A

### Project Description

Approximately 63% of all levy program funding is allocated to capital improvement, physical repair, and land acquisition within the city's park system. Successful implementation of the proposed capital improvements required detailed planning, public engagement, scheduling, management, design, bidding and construction administration, as well as accounting, audit and legal consultation. In lieu of retaining expensive project management consulting services, this program element expands the park planning group, which oversees and implements park capital projects and associated planning work. Hiring additional 'in-house' engagement, project management, and accounting staff enhances familiarity with the park system, reduces overall cost of administration, and retains only a limited amount of specialty professional services.

These funds will support hiring additional staff and providing the miscellaneous office equipment and supplies required by these staff as outlined below:

- Hire additional program management to implement, oversee and support implementation of the proposed capital program. Add approximately (6) FTE within the park administration division. Specific positions may include (1) project managers, (1) landscape architect or planner, (1) capital project accountant, (2) park planning technicians, and (1) clerk 2. Specific positions will be determined by park planning and development manager in coordination with the park director.
- Create allowance for legal and audit consulting services to ensure levy funds are appropriately allocated and administered.



### Key Administrative Soft Costs

Project Management



Office Staff



Public Engagement



Compliance



*NOTE: Any funds not utilized for Administration & Project Management shall be utilized to fund additional capital improvements.*

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# **CHAPTER 6**

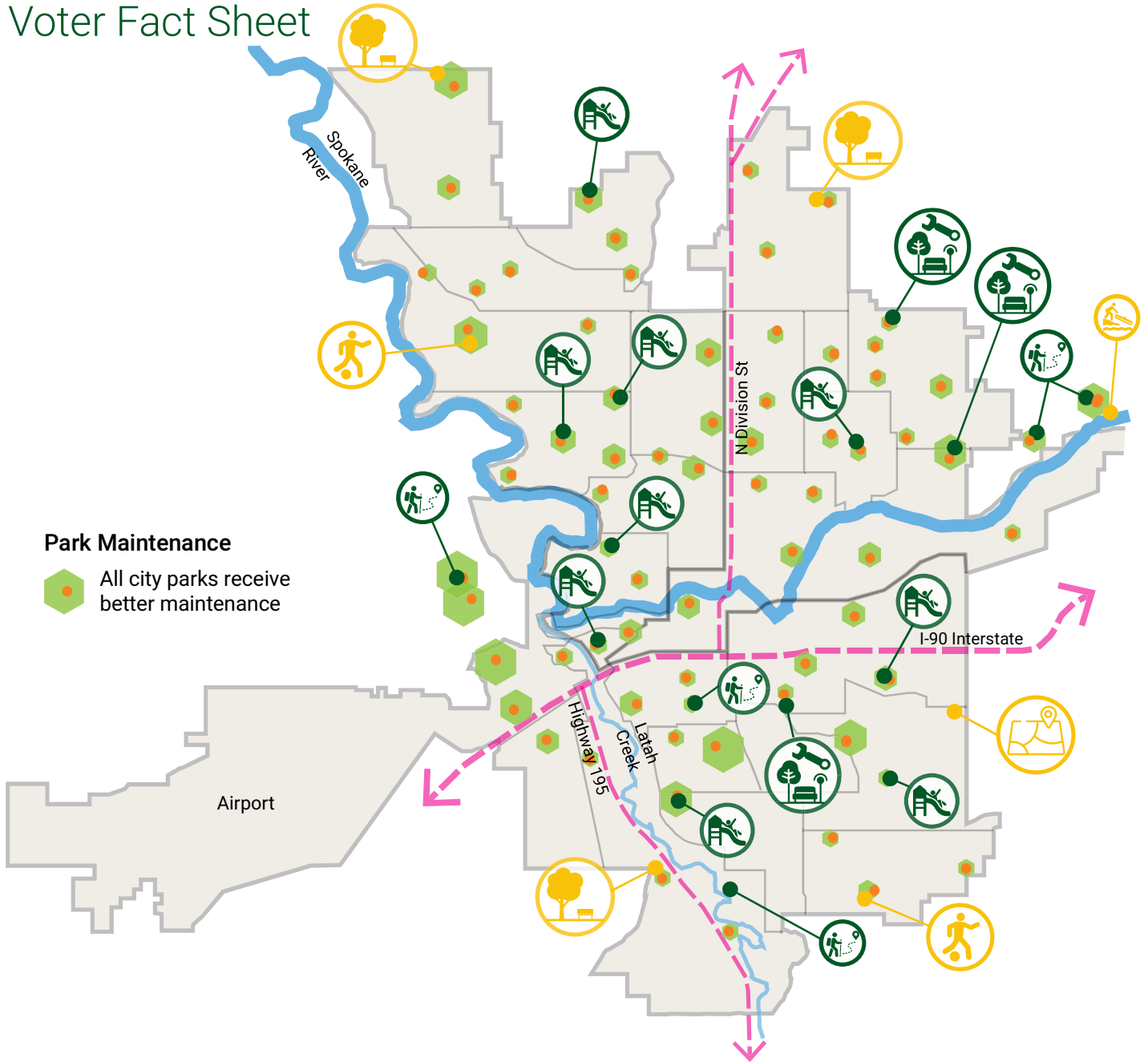
## Implementation & Next Steps

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*Figure 3 (opposite) - City of Spokane map illustrating a snapshot of the major park improvements to successfully building healthy neighborhoods, and healthy parks.*

# HEALTHY NEIGHBORHOODS, HEALTHY PARKS

## Voter Fact Sheet



**Park Maintenance**  
All city parks receive better maintenance

### Renovate & Replace Aging Parks, Trailheads, and Amenities

- Major Park Renovation
- Trails & Trailhead Improvements
- New Large Community Playground

### Acquire & Develop New Parks and Natural Lands

- New Neighborhood Park
- Land Acquisition
- ADA Trailhead & River Access Improvements
- All-Season Field



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	RES 2023-0100
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	INTEGRATED CAPITAL MANAGEMENT
<b>Contact Name/Phone</b>	MARCIA DAVIS 625-6398
<b>Contact E-Mail</b>	MDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4250 – ADOPTING THE CITY OF SPOKANE COMPREHENSIVE WATER SYSTEM PLAN

**Agenda Wording**

The City of Spokane, being a Group A water system, is required to submit an updated Water System Plan (WSP) for review and approval to the Washington State Department of Health.

**Summary (Background)**

The updated Comprehensive Water System Plan, revised September 2023, as reviewed by the State of Washington Department of Health, has been prepared in accordance with the State of Washington Department of Health Rules and Regulation, including WAC 246-290-100.

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

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DAVIS, MARCIA	<b>Study Session\Other</b>	PIES 11/27
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear/Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	ddaniels@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		eraea@spokanecity.org	
<b>Purchasing</b>		mdavis@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Marcia Davis
<b>Contact Email &amp; Phone</b>	<a href="mailto:mdavis@spokanecity.org">mdavis@spokanecity.org</a>   509-625-6398
<b>Council Sponsor(s)</b>	CP Kinnear and CM Bingle
<b>Committee Date</b>	11/27/2023
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Water System Plan
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane is required by the Washington State Department of Health (DOH) to develop a Water System Plan every 7 to 10-years (WAC-246-290-100). The previous Water System Plan was approved in 2016. The purpose of the Water System Plan is to demonstrate the City's water system is well positioned to provide efficient, high-quality service now and into the future with strong technical, managerial, and financial capacity.</p> <p>The DOH has reviewed the Water System Plan and verified their comments have been addressed. The DOH is prepared to approve the Water System Plan when they receive the resolution of Council's approval.</p> <p>A copy of the Water System Plan is located on the City SharePoint at <a href="#">2023 Water System Plan Final.pdf</a></p>
<b>Proposed Council Action</b>	Approve Water System Plan by resolution
<b>Fiscal Impact</b> Total Cost \$0 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: N/A  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) N?A The plan describes current operations of the Water Department and how these operations will proceed in the future. No changes to operations staffing, work or methods was evaluated or described.	
<b>What impacts would the proposal have on historically excluded communities?</b> Public Works services and projects are designed to serve all residents 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 is 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?**

This project is consistent with the City's adopted policies and programs.

## **RESOLUTION**

A RESOLUTION relating to the final adoption of the City of Spokane Water System Plan dated September 27, 2023, and submittal for final approval by the Washington State Department of Health.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan every six years; and

WHEREAS, it is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, a Water System Plan provides guidance and planning information used by City staff in developing the 20-year capital facility plan for water (RCW 36.70A.070), financial projections for rate evaluations, and the annual Six Year Capital Program for Water update; and

WHEREAS, the Water System Plan was presented to City Council PIES Committee on April 9, 2023, final submittal to Washington State Department of Health, as required by state law; and

WHEREAS, neighboring jurisdictions and the Washington State Department of Health has reviewed the City's Water System Plan and provided comments in its letter dated July 24, 2023; and

WHEREAS, Washington State Department of Ecology provided comment in its letter dated May 10, 2023; and

WHEREAS, the Water System Plan dated September 27, 2023, has been revised to respond to comments received from both consistency review and Washington State Department of Health and is now ready to be approved in final form; and

WHEREAS, the City Council of the City of Spokane finds implementation of the Plan to be in the public interest; -- NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Water System Plan: \_\_\_\_\_, incorporated herein, is hereby adopted and approved.

Adopted and approved by City Council \_\_\_\_\_, 2023

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

Approved as to Form:

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



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	RES 2023-0101
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID THRU CLAIMS

<b>Submitting Dept</b>	RISK MANAGEMENT
<b>Contact Name/Phone</b>	SCOTT JORDAN 625-223
<b>Contact E-Mail</b>	JSJORDAN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	5800-RISK MANAGEMENT - SETTLEMENT RESOLUTION

**Agenda Wording**  
 Council approval of Settlement of Property Damage Claim

**Summary (Background)**  
 On or about October 14, 2020, City water Dept crew while digging for a stormwater line hit Lumen Technologies buried communications line with excavator at 13th and Crestline.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ \$56,723.70	# Claims
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	JORDAN, SCOTT	<b>Study Session\Other</b>	F&A Committee 11/20/2023
<b>Division Director</b>	STRATTON, JESSICA	<b>Council Sponsor</b>	CM Wilkerson & CP Kinnear
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	ddaniels@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	shenry@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

**-Committee Agenda Sheet**  
**Finance & Administration Committee**

<b>Submitting Department</b>	Risk Management
<b>Contact Name</b>	Scott Jordan
<b>Contact Email &amp; Phone</b>	<a href="mailto:jsjordan@spokanecity.org">jsjordan@spokanecity.org</a> 509-625-6223
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Settlement of property damage claim
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	ON OR ABOUT OCTOBER 14, 2020, CITY WATER DEPT CREW WHILE DIGGING FOR A STORMWATER LINE HIT LUMEN TECH. BURIED COMMUNICATIONS LINE WITH EXCAVATOR AT 13TH AND CRESTLINE.
<b>Proposed Council Action</b>	Council Action by Dec 4th
<b>Fiscal Impact</b> Total Cost: <u>Agreed settlement amount \$56,723.20</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Risk Fund  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
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 NO. 2023-0101**

A Resolution RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

**WHEREAS**,; on October 10, 2023 Lumen Technologies DBA QWEST and CENTURYLINK, (collectively the "Claimants") filed a Claim for damages with the City of Spokane which occurred on October 14, 2020, as a result of a claim of damage to their underground cables property located at 1300 S Crestline St, Spokane WA and

**WHEREAS**,; the City has determined to resolve all claims with the Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **FIFTY SIX THOUSAND SEVEN HUNDRED AND TWENTY-THREE AND 70/100 DOLLARS (\$56,723.70)** and

**WHEREAS**,; Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council

The City of Spokane authorizes that payment in the amount of **FIFTY SIX THOUSAND SEVEN HUNDRED AND TWENTY-THREE AND 70/100 DOLLARS (\$56,723.70)**; to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved as to form:

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

PROPERTY DAMAGE RELEASE AGREEMENT

Know all persons by these presents: That the undersigned as a duly authorized representative of QWEST CORPORATION DBA CENTURLINK ( hereinafter " Releasor"), being of lawful age, and for sole consideration of fifty six thousand seven hundred twenty three dollars and 70/100 cents (\$56,723.70) payable to Qwest Corporation does hereby release and discharge the City of Spokane, Davies Claims Solutions, their employees, officers, their heirs, representatives, (hereafter collectively referred to as "releasees"), from all claims, demands, damages, costs, expenses and liens arising out of property damage only and in any way related to the incident as referenced in the Claim for Damages filed with the City of Spokane on or about October 10, 2023 referencing claim number P-298362MB, and for an incident occurring on or about October 14, 2020 and at or near 1300 S. Crestline St., Spokane, WA.

IT IS UNDERSTOOD AND AGREED that Releasor expressly agrees to release the City of Spokane against loss or liability from any and all further claims, demands, or actions that may be brought against the City and Releasees by Releasor or by anyone on Releasor's behalf for the incident occurring on October 14, 2020, and at or near 1300S. Crestline, Spokane, WA. This includes but is not limited to claims by way of further subrogation, whether or not on behalf of an insurance company or any other party, for the purpose of enforcing a further claim of damages arising out of or in connection with the above party, and for the above-described incident.

FURTHERMORE, this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability and intend merely to avoid litigation and buy their peace.

This release shall not be a basis for claims for indemnity, contribution or breach of contract pursuant to any statute, common law or agreement and the undersigned further agrees that this release shall not be plead by them as a bar to any claim or suit.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

DATED this 3rd day of November, 2023.

Signature [Handwritten Signature]

Print Name Shelby June

State of Minnesota  
County of Hennepin

On this 3rd day of November, 2023, before me personally appeared

Shelby June to be known to be the person named herein and who executed the foregoing.

My term expires 01/31/2023.

[Handwritten Signature]  
Notary Public





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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	RES 2023-0102
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	ERIK POULSEN 509.954.1636
<b>Contact E-Mail</b>	EPOULSEN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	RESOLUTION ADOPTING 2024 LEGISLATIVE PRIORITIES

**Agenda Wording**

Resolution by City Council adopting the City's 2024 legislative priorities for the 2024 Washington legislative session, pursuant to SMC 02.03.030.

**Summary (Background)**

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. The actual list of priorities is attached to the resolution as Exhibit. This list has been developed with key members of the administration, council members, and contract lobbyists.

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

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

**Approvals**

**Dept Head** BYRD, GIACOBBE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** Finance and Admin  
11/20/23

**Council Sponsor** CM Bingle, Wilkerson,  
Zappone

**Distribution List**

- mboston@spokanecity.org
- epoulsen@spokanecity.org
- gbyrd@spokanecity.org
- lkinnear@spokanecity.org
- bwilkerson@spokanecity.org
- jbingle@spokanecity.org
- zzappone@spokanecity.org



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Erik Poulsen
<b>Contact Email &amp; Phone</b>	epoulsen@spokanecity.org
<b>Council Sponsor(s)</b>	Bingle, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Resolution Establishing City of Spokane 2024 Legislative Priorities
<b>Summary (Background)</b>	<p>Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the legislative priorities for the 2024 session of the Washington Legislature. The actual list of priorities, to be attached as <u>Exhibit A</u>, will be finalized and inserted prior to Council action. This list has been developed with key members of the administration, contract lobbyists and other interested parties.</p>
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Committee review: F & A November 20, 2023 Advance Agenda: November 27, 2023 Action: December 4, 2023
<b>Fiscal Impact</b>	<p>Total Cost: <u>N/A</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring          Specify funding source: Opioid settlement funds</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	None.
What impacts would the proposal have on historically excluded communities?	<p>The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact.</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>Success of legislative effort is measured by how many of the priority measures and budget requests of the City are enacted by the Washington Legislature.</p>

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

See answer above regarding data collection

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 City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list has been developed by the legislative team with assistance from key members of the administration, contract lobbyists and other interested parties.

**RESOLUTION NO. 2023-0102**

A Resolution adopting the City of Spokane's legislative agenda for the upcoming 2024 state legislative session.

**WHEREAS**, Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

**WHEREAS**, the City Council typically identifies a list of multiple legislative goals for the coming session of the Washington Legislature as well as congressional goals, and among those goals categorizes its highest priority goals as "Tier 1 Priorities"; and

**WHEREAS**, the City Council has consulted with its contract lobbyists, state legislators, administration staff and interested stakeholders to form the attached initial list of Tier 1 priorities for the upcoming state legislative session(s); and

**WHEREAS**, the attached legislative agenda shall guide the City of Spokane's efforts at the state level for the 2024 regular legislative session and any special session(s) that may be held.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby adopts its City of Spokane 2024 State Legislative Agenda, as specified in Attachment A to this Resolution.

**ADOPTED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved as to form:

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

## Attachment A

### **City of Spokane Tier 1 Legislative Priorities**

#### **Funding for homelessness, public safety, and other critical needs**

- Raise the arbitrary local property tax limit from 1 to 3 percent, to account for inflation and population growth. This will help the City keep up with the rising costs of essential public services such as police, fire, streets and utilities. Adjusting this cap could generate an additional \$1.5 million to better serve Spokane.
- Expand the real estate excise tax (REET) with a local option to help fund affordable housing, behavioral health services for people experiencing homelessness, and provide seed money for a regional homeless authority. If fully utilized, REET could generate an additional \$4.5-\$5 million for these vital City services.

#### **Addressing the growing threat of wildfires**

Invest in a Latah Valley firefighting facility to serve the rapidly growing wildland-urban interface zone west of Hwy 195. This underserved area of Spokane adjoins heavily wooded state DNR and County lands that are highly susceptible to wildfire but hard to reach with emergency-response services. The City has committed significant resources including land, design, and water delivery infrastructure. An additional \$8 million is needed to speed construction of this project aimed at preventing a repeat of the deadly Gray and Oregon Road fires last summer.

#### **Expanding opportunities to walk, bike, and play**

- \$1 million to improve safety and install new play equipment, restrooms, and sports facilities at Minnehaha Park, located in the historically under-resourced Hillyard neighborhood of Spokane. Spokane Parks will secure the remaining funds for this \$8.5 million upgrade through their upcoming parks levy and \$1-\$1.5 million state Recreation & Conservation Office (RCO) grant.
- \$1 million toward connecting Spokane's Fish Lake Trail with the 130-mile Columbia Plateau Trail that runs through the heart of eastern Washington to Pasco. Since 1991, the City has paved approximately 9 miles of this trail, but a one-mile gap remains that requires a grade-separated bridge over two active rail lines. Spokane Parks will use this funding to complete detailed engineering plans, secure easement agreements with State Parks and BNSF, and engage community partners to completely finance construction.

#### **Tougher consequences for hate crimes**

- Modify the state's hate-crime law to include the damage or destruction of public property motivated by race, color, religion, ancestry, national origin, gender, gender identity or expression, sexual orientation or mental, physical or sensory disability.
- Create a hate-crime hotline in the State Attorney General's Office to connect victims with crisis intervention, information, and referrals to community service providers.

#### **Supporting our community partners**

\$2.5 million to build a childcare center in northeast Spokane dedicated to serving workers with nontraditional hours, including swing shifts and weekends. Operating costs will be supported by state programs and local employers offering childcare benefits to their employees. This public private partnership, spearheaded by Northeast Community Center/The Zone and Northeast Public Development Authority, has widespread community support.



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	RES 2023-0103
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2023-0094
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	GIACOBBE BYRD X6715
<b>Contact E-Mail</b>	GBYRD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION APPOINTING FOR AND AGAINST COMMITTEES FOR LIBRARY LEVY

**Agenda Wording**

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for

**Summary (Background)**

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027. This resolution was filed without committee members listed and will need to be amended to add those committee members before Council adoption.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

**Dept Head** BYRD, GIACOBBE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** 11/13 UE

**Council Sponsor** Kinnear and Cathcart

**Distribution List**

gbyrd@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Giacobbe Byrd
<b>Contact Email &amp; Phone</b>	<a href="mailto:gbyrd@spokanecity.org">gbyrd@spokanecity.org</a> 6715
<b>Council Sponsor(s)</b>	CP Kinnear and CM Cathcart
<b>Committee Date</b>	11/13/23
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Library Operations
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027.
<b>Proposed Council Action</b>	11/20/23
<b>Fiscal Impact</b>	
Total Cost: <u>N/A</u>	
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: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	

## RESOLUTION NO. 2023 - 0103

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Library operations for a three-year period from 2025-2027.

**WHEREAS**, the City Council approved Resolution No. 2023-0094 on December 4, 2023, requesting the Spokane County Auditor to hold a special election on February 13, 2024, for the City to submit to the voters a measure proposing a continuation of the increase in the regular property tax levy for Library operations for a three-year period from 2025-2027; and

**WHEREAS**, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

**WHEREAS**, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the February 13, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

**BE IT FURTHER RESOLVED** that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

**Measure No. 1 For Committee:**

1. Jim Kershner
2. Jens Larson
- 3.

**Measure No. 1 Against Committee:**

1. Donn Durgan

2.

3.

**Explanatory Statement for City of Spokane Measure No. 1. – Library Operations Levy**

Measure No. 1 submits to the voters a ballot measure proposing a continuation of the increase in the regular property tax levy for Library operations for a three-year period from 2025-2027. This Library operations levy will impose an additional regular property tax levy in the amount of \$0.07 per \$1,000 of 2025 assessed value to be used exclusively for Library operations. Similar levy measures were previously submitted to and approved by the voters in 2013 and 2017 using the same \$0.07 per \$1,000 assessed value tax levy amount. It is anticipated that the levy lid lift will raise approximately \$2,500,000 in 2025, \$2,525,000 in 2026; and \$2,550,250 in 2027 for the Library's operations budget. For a home valued at \$330,000, the Library Operations Levy would add approximately \$23 per year to the property tax. This levy revenue rate has generated approximately 20% of the Library's operations budget.

If the Library Operations Levy is not reauthorized, the loss of revenue will require the Library to modify service levels to offset the loss of revenue.

ADOPTED by the City Council \_\_\_\_\_, 2023.

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

Approved as to form:

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



# For/Against Committee Member Appointment Form

Name of District: City of Spokane  
District Contact Name: Terri Pfister  
Email Address: tpfister@spokanecity.org Phone: 509-625-6354

## Jurisdiction's responsibility:

1. Email completed form to [pamphlet@spokanecounty.org](mailto:pamphlet@spokanecounty.org) by the resolution submittal deadline.
2. Provide committee members with statement submission requirements and deadlines. Committees are solely responsible for submitting voters' pamphlet statements to the Elections Division.

Deadlines are on page 13 of these administrative rules. Questions? Contact the Elections Office at [pamphlet@spokanecounty.org](mailto:pamphlet@spokanecounty.org) or call 509.477.2320.

## "For" Committee (1-3 members):

Committee Name: Committee For Measure No. 1 - Library Levy  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Web: \_\_\_\_\_  
Committee Member #1: Jim Kershner Email: jimkershner@comcast.net  
Committee Member #2: Jens Larson Email: jl Larson10@ewu.edu  
Committee Member #3: \_\_\_\_\_ Email: \_\_\_\_\_

## "Against" Committee (1-3 members):

Committee Name: Committee Against Measure No. 1 - Library Levy  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Web: \_\_\_\_\_  
Committee Member #1: Donn Durgan Email: donndurgan@gmail.com  
Committee Member #2: \_\_\_\_\_ Email: \_\_\_\_\_  
Committee Member #3: \_\_\_\_\_ Email: \_\_\_\_\_



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

12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	RES 2023-0104
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2023-0095
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	GIACOBBE BYRD X6715
<b>Contact E-Mail</b>	GBYRD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION APPOINTING FOR AND AGAINST COMMITTEES FOR PARKS LEVY

**Agenda Wording**

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improve

**Summary (Background)**

A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. This resolution was filed without committee members listed and will need to be amended to add those committee members before Council adoption.

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

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b>	11/13 UE
<b>Division Director</b>		<b>Council Sponsor</b>	Kinnear & Cathcart
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Giacobbe Byrd
<b>Contact Email &amp; Phone</b>	<a href="mailto:gbyrd@spokanecity.org">gbyrd@spokanecity.org</a> 6715
<b>Council Sponsor(s)</b>	CP Kinnear and CM Cathcart
<b>Committee Date</b>	11/13/23
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Citywide Park Improvements and Safety
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A resolution regarding the appointment of for and against committee members relating to a measure on the February 13, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.
<b>Proposed Council Action</b>	11/20/23
<b>Fiscal Impact</b>	
Total Cost: <u>N/A</u>	
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: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	
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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.	

**RESOLUTION NO. 2023 - 0104**

A resolution regarding the appointment of for and against committee members relating to a measure on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

**WHEREAS**, the City Council approved Resolution No. 2023-0095 on December 4, 2023, requesting the Spokane County Auditor to hold a special election on August 6, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025; and

**WHEREAS**, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

**WHEREAS**, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Measure No. 2 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

**BE IT FURTHER RESOLVED** that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

**Measure No. 2 For Committee:**

- 1. Mike Ormsby**
- 2. Mary Cole**
- 3.**

**Measure No. 2 Against Committee:**

1. Donn Durgan
- 2.
- 3.

**Explanatory Statement for City of Spokane Measure No. 2 –Citywide Park Improvement and Safety Levy**

Measure No. 2 submits to the voters a ballot measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. This levy will impose an additional regular property tax levy in the amount of \$0.29 per \$1,000 of 2025 assessed value to be used for parks renovation and improvements in neighborhoods citywide including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in neighborhoods without parks; adding all-weather sports fields; and protecting natural lands. It is anticipated that the levy lid lift will initially raise approximately \$10.3M annually beginning in 2025. For a median home valued at \$330,000, this levy would add approximately \$96 per year to the property tax. This levy revenue rate will generate approximately 29% of Park’s budget.

If the Parks Improvement and Safety Levy is not approved, additional safety and maintenance staff will not be added, and proposed improvements to park facilities and grounds will not be implemented.

ADOPTED by the City Council \_\_\_\_\_, 2023.

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

Approved as to form:

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

# For/Against Committee Member Appointment Form

Name of District: City of Spokane  
District Contact Name: Terri Pfister  
Email Address: tpfister@spokanecity.org Phone: 509-625-6354

## Jurisdiction's responsibility:

1. Email completed form to [pamphlet@spokanecounty.org](mailto:pamphlet@spokanecounty.org) by the resolution submittal deadline.
2. Provide committee members with statement submission requirements and deadlines. Committees are solely responsible for submitting voters' pamphlet statements to the Elections Division.

Deadlines are on page 13 of these administrative rules. Questions? Contact the Elections Office at [pamphlet@spokanecounty.org](mailto:pamphlet@spokanecounty.org) or call 509.477.2320.

## "For" Committee (1-3 members):

Committee Name: Committee For Measure on Citywide Park Improvement and Safety Levy  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Web: \_\_\_\_\_  
Committee Member #1: Mike Ormsby Email: michaelormsby@gmail.com  
Committee Member #2: Mary Cole Email: marysue74@hotmail.com  
Committee Member #3: \_\_\_\_\_ Email: \_\_\_\_\_

## "Against" Committee (1-3 members):

Committee Name: Committee Against Measure on Citywide Park Improvement and Safety Levy  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Web: \_\_\_\_\_  
Committee Member #1: Donn Durgan Email: donndurgan@gmail.com  
Committee Member #2: \_\_\_\_\_ Email: \_\_\_\_\_  
Committee Member #3: \_\_\_\_\_ Email: \_\_\_\_\_

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

12/04/2023

<b>Date Rec'd</b>	11/22/2023
<b>Clerk's File #</b>	RES 2023-0105
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	GIACOBBE BYRD X6715
<b>Contact E-Mail</b>	GBYRD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION UPDATING 2023 COUNCIL BOARDS AND COMMISSIONS APPOINTMENTS

**Agenda Wording**

A Resolution amending the appointments of Council Members to boards and commissions.

**Summary (Background)**

This resolution amends the assignment of City Council members to the various boards, commissions, and committees to replace Lori Kinnear with Betsy Wilkerson on the Airport Board and Police Pension Board and assign Paul Dillon to Ryan Oelrich's assignments.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b>	PIES 11/27
<b>Division Director</b>		<b>Council Sponsor</b>	Kinnear & Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Giacobbe Byrd
<b>Contact Email &amp; Phone</b>	<a href="mailto:gbyrd@spokanecity.org">gbyrd@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Betsy Wilkerson & Lori Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Boards and Commissions Updates RES
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On November 28, 2023, the General Election results will be certified by the County Auditor. Immediately following certification, Betsy Wilkerson will assume the position of City Council President currently held by Lori Kinnear and Paul Dillon will assume the position of District 2, Position 1 Council member currently held by Ryan Oelrich.</p> <p>Lori Kinnear was appointed to the Airport Board and will need to be replaced on that board before the December 14, 2023, Airport Board meeting.</p> <p>The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees to replace Lori Kinnear with Betsy Wilkerson on the Airport Board and Police Pension Board and assign Paul Dillon to Ryan Oelrich's assignments.</p>
<b>Proposed Council Action</b>	12/4/2023
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?

This resolution complies with City Council Rules.

**RESOLUTION NO. 2023-0105**

A Resolution amending the appointments of Council Members to boards and commissions.

**WHEREAS**, the City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

**WHEREAS**, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

**NOW THEREFORE, BE IT RESOLVED** that the City Council adopts Attachment ‘A’ to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

**BE IT ALSO RESOLVED** that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Lori Kinnear’s term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

**BE IT FURTHER RESOLVED** that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved as to form:

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

Committee/Board	2023	2023 Totals (inc. committee chairs/vice)	
Council President Pro-Tem	Michael Cathcart	Bingle	10
<b>Standing Council Committees</b>		Cathcart (incl. pro tem)	15
Urban Experience	Chair: Stratton; Vice: Zappone	NONE	11
Finance & Administration	Chair: Wilkerson; Vice: Cathcart	Stratton	10
Public Infrastructure, Environment & Sustainability	Chair: NONE; Vice: Bingle	Wilkerson	14
Public Safety & Community Health	Chair: Cathcart; Vice: NONE	Zappone	12
<b>Boards and Commissions</b>		Dillon	6
911 Integrated Response Committee	N/A		
Aging and Long Term Care	Stratton		
Airport Board	Wilkerson		
Association of Washington Cities Board	Wilkerson, Zappone		
Budget	Wilkerson, Cathcart, Zappone		
BROADLINC Governing Board	Cathcart		
Community Assembly	Rotates		
Community Health and Human Services	Stratton, Wilkerson		
C.O.P.S. Liaison	N/A		
Council Staff Lead/Liaison - Equity Subcommittee	Wilkerson		
Council Staff Lead/Liaison - Housing Action Subcommittee	Cathcart		
Council Staff Lead/Liaison - Sustainability Action Subcommittee	NONE		
Council Office Strategic Planning Working Group	Zappone, Cathcart, Wilkerson		
Docketing	N/A		
Downtown Spokane BID Board (Liaison Member)	Bingle		
Downtown Spokane Partnership (Liaison Member)	Cathcart		
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson		
Growth Management Act Steering Committee of Elected Officials	Cathcart, NONE, Stratton		
GMA SCEO Subcommittee	NONE		
Human Rights Commission	Stratton		
Investment Committee	Wilkerson		
Legislative Team	Zappone, Bingle, Wilkerson		
Library Board	Dillon		
Lodging Tax Advisory Committee (PFD)	Dillon		
Lodging Tax Advisory Committee (1.3%)	Dillon		
Mayor's Economic Advisory Committee	Rotates		
<del>MFTE Review &amp; Update Committee</del>	<del>N/A</del>		
Neighborhood Council Working Group	Cathcart, Zappone, NONE		
Park Board	Bingle		
Park Board Exec Committee	Bingle		
Parking Advisory Committee	Stratton, Dillon		
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone		
Plan Commission	Dillon		
Plan Commission - Transportation Sub.	Bingle		
Priority Spokane	Stratton		
Police Advisory Committee	Cathcart		
Police Pension	Cathcart, Wilkerson		
Recovery Plan Workgroup	Wilkerson, Zappone, Bingle		
Salmon Restoration Lead Entity Community Advisors	Stratton		
Spokane Arts	Stratton		
Spokane Employees Retirement Board	Bingle		
Spokane Regional Solid Waste Liaison Board	Bingle		
Spokane Regional Transportation Council	Wilkerson, Zappone		
Spokane Transit Authority (all members are alternates)	NONE, Stratton, Wilkerson, Zappone		
Strategic Planning Committee	NA		
TPA Commission/Hotel Motel Commission	Zappone		
Traffic Calming/PhotoRed	Cathcart, Zappone, NONE		
University District PDA	NONE		
University District Development Association	NONE		
Visit Spokane	Dillon		
West Plains PDA/S3R3	NONE		
The Yard PDA	Cathcart		



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/22/2023
<b>Clerk's File #</b>	RES 2023-0106
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	GIACOBBE BYRD X6715
<b>Contact E-Mail</b>	GBYRD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION RESCINDING PRIOR RESOLUTION 2023-0043

**Agenda Wording**

A resolution rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Clerk to remove the proposition from the February 13, 2024, ballot, and calling for

**Summary (Background)**

The attached resolution would repeal Resolution 2023-0043. In lieu of a proposition to change the city charter specifically with respect to the redistricting provisions, the resolution calls for creation of a "City Charter Review Committee" to review the charter and make recommendations for technical corrections and substantive changes to the City Charter, in anticipation of consideration by the city voters in November 2024.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b>	11/27 PIES
<b>Division Director</b>		<b>Council Sponsor</b>	CP Kinnear and CM Zappone
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	cwright@spokanecity.org
<b>Council Sponsor(s)</b>	CM Zappone and CP Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10
<b>Agenda Item Name</b>	Resolution repealing Resolution 2023-0043 regarding redistricting provisions in the City Charter, and calling for the creation of a City Charter Review Committee
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On July 24 the City Council adopted Resolution 2023-0043, requesting the Spokane County Auditor hold a special election in conjunction with the scheduled election on February 13, 2024, to submit a proposition for amendments to the Spokane City Charter relating to the city council redistricting process.</p> <p>The attached resolution would repeal Resolution 2023-0043. In lieu of a proposition to change the city charter specifically with respect to the redistricting provisions, the resolution calls for creation of a “City Charter Review Committee” to review the charter and make recommendations for technical corrections and substantive changes to the City Charter, in anticipation of consideration by the city voters in November 2024. .</p> <p>To ensure the redistricting proposal does not appear on the February 13, 2024 ballot, it must be adopted by the City Council and delivered to the Spokane County Auditor no later than December 15, 2023.</p>
<b>Proposed Council Action</b>	Adoption of Resolution Repealing Resolution 2023-0043
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why) N/A</b>	
What impacts would the proposal have on historically excluded communities?  Communities will be represented in the Charter Review Process and historically excluded communities will participate in the process. The City Council Equity Subcommittee will also be included.	

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 Charter Review process will include various stakeholders that will provide input.

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?

T

he City of Tacoma implemented a Charter Review process that takes place every 10 years to ensure that the Charter is up to date and in alignment with changing policies, and make recommendations to the City Council who will determine which recommendations to forward to the voters. This resolution calls for a process following that example.

RESOLUTION NO. 2023-0106

A resolution amending prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Auditor to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee.

WHEREAS, on July 24, 2023, the city council adopted resolution 2023-0043, a resolution requesting the Spokane County Auditor hold a special election in conjunction with the scheduled special election on February 13, 2024, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the city council redistricting process; and

WHEREAS, there has not been a comprehensive review of the Spokane City Charter since creation of a City Charter Review Committee in 2008; and

WHEREAS, it is customary in other jurisdictions to review their charters every ten years for technical inconsistencies and substantive corrections; and

WHEREAS, the City Council wishes to amend Resolution 2023-0043 to remove the proposition from the February 13, 2024 ballot to allow for more comprehensive review of technical and substantive provisions of the Spokane City Charter, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that Resolution 2023-0043 is amended to provide that the proposition is to be removed from the February 13, 2024 ballot, and

BE IT FURTHER RESOLVED that the City Council requests that there be convened a "City Charter Review Committee" consisting of City Council members, senior administration officials, and community stakeholders to review the City Charter and make recommendations for technical and substantive changes to the City Charter no later than July 1, 2024, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024; and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2023.

\_\_\_\_\_

City Clerk

Approved as to form:

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





**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	9/29/2023
<b>Clerk's File #</b>	ORD C36454
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPMENT SERVICES CENTER
<b>Contact Name/Phone</b>	TAMI PALMQUIST 6157
<b>Contact E-Mail</b>	TPALMQUIST@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 - SOLAR PERMIT FEES

**Agenda Wording**

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.05

**Summary (Background)**

In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems. In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	PALMQUIST, TAMI	<b>Study Session\Other</b>	PIES 2/27/23, Finance 4/17/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Bingle, CM Cathcart
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	tpalmquist@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	idah@spokanefire.org	
<b>Additional Approvals</b>		jrichman@spokanecity.org	
<b>Purchasing</b>		smacdonald@spokanecity.org	
		akiehn@spokanecity.org	

# Agenda Sheet

## Public Safety & Community Health Committee

<b>Submitting Department</b>	Development Services Center & Fire Department															
<b>Contact Name</b>	Tami Palmquist & Lance Dahl															
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> , 625-6157 <a href="mailto:idahl@spokanecity.org">idahl@spokanecity.org</a> , 625-7040															
<b>Council Sponsor(s)</b>	CM Bingle, CM Cathcart															
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min															
<b>Agenda Item Name</b>	Solar Permit Fees															
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems.</p> <p>In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.</p>															
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 10%;">2019</th> <th style="width: 10%;">2020</th> <th style="width: 10%;">2021</th> <th style="width: 10%;">2022</th> <th style="width: 10%;">2023</th> </tr> </thead> <tbody> <tr> <td style="background-color: #ffff00;"><b>Solar Permits</b></td> <td style="background-color: #ffff00; text-align: center;">73</td> <td style="background-color: #ffff00; text-align: center;">82</td> <td style="background-color: #ffff00; text-align: center;">221</td> <td style="background-color: #ffff00; text-align: center;">605</td> <td style="background-color: #ffff00; text-align: center;">435 YTD</td> </tr> </tbody> </table>		2019	2020	2021	2022	2023	<b>Solar Permits</b>	73	82	221	605	435 YTD			
	2019	2020	2021	2022	2023											
<b>Solar Permits</b>	73	82	221	605	435 YTD											
<b>Proposed Council Action</b>	Repeal SMC 15.05.040 Solar Energy Systems item B. permit fee waiver.															
<b>Fiscal Impact</b>																
Total Cost: <u>No cost</u>																
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: N/A																
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring																
Other budget impacts: (revenue generating, match requirements, etc.) See Attachments																
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>																
What impacts would the proposal have on historically excluded communities? None.																
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities.																
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The departments will continue to collect permit record data that can be compiled at any time to see if the impact of reinstating the fees results in a reduction of permits being pulled.																
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? Having the departments operate at a loss puts the City at risk of not being able to deliver services at the level citizens deserve.																

The actual **Permit/Inspection** and **Plan Review Fees** shown in the Job Value Examples will vary in accordance with the existing sliding scale identified in [SMC 08.02.031\(A\)](#).

The **Flat Fee Proposal** will require updates to [SMC 08.02.031](#) as a separate Solar Permit/Inspection Fee does not currently exist.

- Prior to the Solar Fee Waiver adopted under [SMC 15.05.040](#), building permits required in association with the Electrical Solar Permit were based on the Job Value.
- The **\$75 Plan Review Fee** proposed is based on the SMC 08.02.031(C)(5) for an estimated 1hr or less of plan review and the associated overhead costs determined during our 2008 Fee Study and is on par with the Residential Job Value Review Fee for the estimated average job value.
- The **\$150 Permit Inspection Fee** proposed would be equal to the Single-Family Residence Safety Inspection Fee for 2-or-more trade categories. (See [SMC 08.02.031\(S\)\(3\)](#))
  - This fee should be sufficient for most installations and the 2-3 inspection visits likely to be required for solar installations.
  - This fee also keeps our fees competitive with those of the County whose fees are \$190-\$290 depending on mounting method + a separate electrical permit applied for through L&I.

Separate Building and Electrical Inspections are required which previously involve the need for multiple permits. We have combined the Building and Electrical Permits into a single Solar Permit *similar to our Sign Permits* to provide customers with a simpler process and save them from paying the extra \$25.00 processing fee for the extra permit.

The **Energy Storage System (ESS) Fee** does not currently exist and is being requested due to increased demand for these and recognition of the need to inspect them in accordance with IRC 324 and NFPA 70. ESS may include batteries and require ventilation, protection from vehicle impact, appropriate UL Listing, and commissioning.

Staff has been working with **SolarApp+** to bring a simplified review process to our community for residential installations. This will allow residential solar contractors to apply directly to SolarApp+ for an almost instant review at a \$25 fee paid directly to SolarApp+. Once approved they will enter their approval code into our permit system, therefore bypassing plan review and going straight to inspection. No additional review fees will be required if the contractor chooses to use SolarApp+. We hope to have this live by the end of the year.

## ORDINANCE NO. C36454

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050.

**WHEREAS**, the City of Spokane's Sustainable Action Plan was adopted in 2009; and

**WHEREAS**, the City of Spokane's Sustainable Action Plan identifies renewable energy as a strategy to improve efficiency and sustainability; and

**WHEREAS**, in 2018, the City worked with local energy experts to adopt a goal of 100% renewable electricity by 2030; and

**WHEREAS**, the City of Spokane City Council adopted two new sections 15.05.040 and 15.05.050 of the Spokane Municipal Code with the inclusion of a fee waiver to incentive the use of renewable energy sources; and

**WHEREAS**, when this ordinance was considered the City Council at the time did not complete a financial impact assessment of the Development Services Center enterprise fund, or identify a funding source to make the enterprise fund whole.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 15.05.040 of the Spokane Municipal Code is hereby amended as follows:

### Section 15.05.040 Solar Energy Systems

A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.

~~((B. ——— All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to [chapter 08.02, SMC](#) shall be waived until the majority of energy sourced in Washington state is derived from renewable resources. The permit fee waiver is limited to the building and construction of a solar energy system. The permit fee waiver does not apply to permits and fees not connected to the solar energy system.))~~

**Section 2.** That section 15.05.050 of the Spokane Municipal Code is hereby amended as follows:

### Section 15.05.050 Electric Vehicles

A. The City of Spokane is committed to increasing the purchase, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.

~~((B. All City of Spokane building and construction permit fees required for the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.))~~

B. The City of Spokane shall assist the Spokane Regional Transportation Council, Spokane Transit Authority, and county and regional governments to transition to electric fleet and other renewable energy-powered public transit options.

**Section 3.** That section 08.02.031 of the Spokane Municipal Code is hereby amended as follows:

[Section 08.02.031](#) Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
  - a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually; or
  - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
  - a. one hundred fifty dollars per square for recovering roofs;
  - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
  - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;

d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
  - a. all commercial building permits;
  - b. all industrial building permits;
  - c. all mixed use building permits; and
  - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
  - a. single-family residences; and
  - b. duplexes.
4. Plan review fees are twenty-five dollars for:
  - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
  - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000



226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

4. The processing fee is twenty-five dollars.

#### G. Sign Permits.

1. Sign permit fees are:
  - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
  - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

#### H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

#### I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

#### J. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
  - a. seventy-five dollars for those accessory to a single-family residence;  
and
  - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

#### S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

#### T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

#### U. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

## 2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

## 3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

## 4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

## V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

X. Solar Permits.

1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.
  - a. Plan Review: seventy-five dollars
  - b. SFRD Inspection Fee: one hundred fifty dollars
  - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
2. For all other installations and alterations.
  - a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.
  - b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).
  - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
3. Additional electrical fees in accordance with SMC 08.02.032.
4. Energy Storage Systems: fifty dollars.

**Section 4.** That section 08.02.034 of the Spokane Municipal Code is hereby amended as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
  - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

**B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
<b>(Valuation)</b>		
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25



\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
  - a. sprinkler systems,
  - b. standpipe systems,
  - c. alarm systems,
  - d. rangehood systems,
  - e. inert gas extinguishing systems,
  - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	<b>Building Area (sq. ft.)</b>	<b>Fee</b>
<b>A</b>		

	<b>0 – 1,500</b>		
<b>B</b>	<b>1,501 – 3,000</b>		
<b>C</b>	<b>3,001 – 5,000</b>		<b>\$44</b>
<b>D</b>	<b>5,001 – 7,500</b>		
<b>E</b>	<b>7,501 – 10,000</b>		
<b>F</b>	<b>10,001 – 12,500</b>		
<b>G</b>	<b>12,501 – 15,000</b>		
<b>H</b>	<b>15,001 – 17,500</b>		
<b>I</b>	<b>17,501 – 20,000</b>		
<b>J</b>	<b>20,001 – 30,000</b>		<b>\$202</b>
<b>K</b>	<b>30,001 – 40,000</b>		
<b>L</b>	<b>40,001 – 50,000</b>		<b>\$355</b>
<b>M</b>	<b>50,001 – 60,000</b>		

<b>N</b>	<b>60,001 – 70,000</b>	<b>\$512</b>
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits be assessed at 20% of the Chart A valuation.

**PASSED** by the City Council on \_\_\_\_\_.

---

Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/18/2023
<b>Clerk's File #</b>	ORD C36456
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MATT BOSTON 6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - MONTHLY JOINT BUDGET DISCUSSION ORDINANCE

**Agenda Wording**

An ordinance relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code.

**Summary (Background)**

Council understands the challenges that the organization is facing within the current budget climate and that it is necessary for the Legislative and Executive bodies to work simultaneously with the cabinet members in order to ensure a sustainable future for the City of Spokane. These meetings will be during study session on the second Thursday of each month.

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

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

**Approvals**

<b>Dept Head</b>	BYRD, GIACOBBE
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session\Other</b>	10/16/23
<b>Council Sponsor</b>	Kinnear, Cathcart, Bingle
<b>Distribution List</b>	
	mboston@spokanecity.org
	cwright@spokanecity.org
	gbyrd@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle, CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Ordinance Update – Monthly joint budget discussion
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Council understands the challenges that the organization is facing within the current budget climate and that it is necessary for the Legislative and Executive bodies to work simultaneously with the cabinet members in order to ensure a sustainable future for the City of Spokane.</p> <p>These meetings will be during study session on the second Thursday of each month.</p>
<b>Proposed Council Action</b>	Pass on 10/23/24
<b>Fiscal Impact</b>	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? As these meetings would be publicly accessible meetings, historically excluded communities would have better access to budget information.	
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 additional data of meetings will be reported.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? No additional data of meetings will be collected.	
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? Proposal brings better transparency and communication between all aspects of the local government in order to create better overall efficiencies within the organization.	

**ORDINANCE NO. C36456**

An ordinance relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code.

**WHEREAS**, pursuant to RCW 35.33.075, the City of Spokane must adopt a balanced budget each year, wherein expenditures do not exceed anticipated revenues and available funds carried forward from the prior year; and

**WHEREAS**, pursuant to RCW 35.33.135 and SMC 07.14.010, the mayor is to provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with any preliminary budget prepared by the Director of Finance, Treasury and Administration; and

**WHEREAS**, SMC 7.14.030 requires the Finance, Treasury and Administration Division to provide to the City Council “regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s)”; and

**WHEREAS**, development and adoption of a balanced annual city budget is a complex process that depends on regular reports as required by SMC 7.14.030 and further depends on regular and year-long communication between the administration and the city council, as well as separate projections that reflect both administrative and council views regarding both expenditures and revenues; and

**WHEREAS**, the city council regularly holds study sessions each Thursday for briefings on topics and issues relating to city matters.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 07.14 030 of the Spokane Municipal Code is amended to read as follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
  - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.



2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
  3. In the month following the end of the quarter, the Management and Budget Department will provide proposed budget amendments as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed budget amendments will proceed for the approval process via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year- end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of May.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current year's budget, current year projections, and updated projections including projections for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the May Finance and Administration Committee meeting.
  2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.
  3. By the May Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, rectifies the material budget inaccuracies identified within 07.14.030 (C)(2) to fall below thresholds identified.
- D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a monthly basis, or more frequently as mutually agreed with the mayor. The city council shall set aside its regular study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion. The monthly study sessions shall be held in a location that allows for real-time public viewing of the study

session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

**Section 2.** This ordinance shall become effective on January 1, 2024.

**PASSED** by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

11/27/2023

<b>Date Rec'd</b>	11/15/2023
<b>Clerk's File #</b>	ORD C36468
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	TONYA WALLACE 625-6845
<b>Contact E-Mail</b>	TWALLACE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0410 - FINANCE - TEMPOARY UTILITY TAX INCREASE

**Agenda Wording**

Approve the Ordinance for a temporary increase to utility tax for Solid Waste, Wastewater and Water.

**Summary (Background)**

The Mayor's 2024 Proposed Budget, a temporary utility tax increase of 1% was included to bridge the funding gap in the General Fund. In order to implement this proposal, SMC 08.10.030 must be updated to read those providing solid waste collection services, operating a public wastewater collection and treatment system and selling or furnishing water for hire will be taxed at 21% of gross income. A provision is included to have rates automatically revert back to the original tax rate on 1/1/25.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	F&A Committee 11/20/2023
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	Kinnear, Wilkerson, Cathcart
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	JONES, GARRETT		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Tonya Wallace
<b>Contact Email &amp; Phone</b>	<a href="mailto:twallace@spokanecity.org">twallace@spokanecity.org</a> , 509-844-4456
<b>Council Sponsor(s)</b>	CP Kinnear, CM Wilkerson & CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Temporary Utility Tax Increase for Solid Waste, Wastewater & Water
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	In the Mayor's 2024 Proposed Budget, a temporary utility tax increase of 1% was included to bridge the funding gap in the General Fund. In order to implement this proposal, SMC 08.10.030 must be updated to read those providing solid waste collection services, operating a public wastewater collection and treatment system and selling or furnishing water for hire will be taxed at 21% of gross income. This ordinance includes a provision for automatically reverting back to the original tax rate on Jan 1, 2025.
<b>Proposed Council Action</b>	Approve the ordinance revision on Nov 27, 2023
<b>Fiscal Impact</b> Total Annual Cost: \$2.4M 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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	

ORDINANCE NO. C36468

AN ORDINANCE relating to the City of Spokane's Utility Tax; amending the Spokane Municipal Code (SMC) section 08.10.030(A)(3), (4) and (7) and setting an effective date.

WHEREAS, the City of Spokane Utility Tax rate for Water, Wastewater and Solid Waste services shall be temporarily increased in the amount of One (1%) percent for a total utility tax rate of twenty-one (21%) percent, beginning January 1, 2024, through December 31, 2024; and

WHEREAS, effective January 1, 2025, the temporary increase of One (1%) shall terminate without further action by the City Council; and

WHEREAS, effective January 1, 2025, the City's Utility Tax for Water, Sewer and Solid Waste services shall revert to a total utility tax rate of twenty (20%) percent;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 08.10.030 is amended to read as follows:

**08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2024 to 12/31/24**

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.
2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.
3. Providing solid waste collection service: (~~Twenty~~) Twenty-One percent of gross income.
4. Operating a public wastewater collection and treatment system: (~~Twenty~~) Twenty-One percent of gross income.
5. Providing telegraph service: Three and one-half percent of gross income.
6. Engaging in the telephone business: Six percent.

- a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.
- b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.
- c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.
- d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.
- e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon

notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: (~~Twenty~~) Twenty-One percent of gross income.
  8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.
- B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.
- C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.
- D. The increased taxes imposed in sections (A)(3), (A)(4), and (A)(7) of this section are temporary increases from January 1, 2024 through December 31, 2024, after which said increases in sections (A)(3), (A)(4), and (A)(7) of this section shall revert to a total tax of twenty (20%) percent, effective January 1, 2025.

Section 2: That effective January 1, 2025, SMC section 08.10.030 is amended to read as follows:

**08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2025**

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.

2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.
3. Providing solid waste collection service: (~~Twenty-One~~) Twenty percent of gross income.
4. Operating a public wastewater collection and treatment system: (~~Twenty-One~~) Twenty percent of gross income.
5. Providing telegraph service: Three and one-half percent of gross income.
6. Engaging in the telephone business: Six percent.
  - a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.
  - b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.
  - c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.
  - d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.



- e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: (~~Twenty-One~~) Twenty percent of gross income.

8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.

B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.

C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.

### Section 3: Effective Date.

This Ordinance shall take effect and be in force on January 1, 2024.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

(Delivered to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

11/27/2023

<b>Date Rec'd</b>	11/15/2023
<b>Clerk's File #</b>	ORD C36469
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPMENT SERVICES CENTER
<b>Contact Name/Phone</b>	TAVIS SCHMIDT 6646
<b>Contact E-Mail</b>	TSCHMIDT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	GU HOUSING – ZONING MAP CHANGE

**Agenda Wording**

An Ordinance changing the zone from Context Area 4 (CA4) to Residential High Density 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**Summary (Background)**

A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as

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

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

**Approvals**

<b>Dept Head</b>	PALMQUIST, TAMI
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	RICHMAN, JAMES
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	Urban Experience 11/13/23
<b>Council Sponsor</b>	CP Kinnear, CM Bingle
<b>Distribution List</b>	
	tschmidt@spokanecity.org
	tpalmquist@spokanecity.org
	smacdonald@spokanecity.org
	akiehn@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet Urban Experience

<b>Submitting Department</b>	Development Services Center
<b>Contact Name &amp; Phone</b>	Tavis Schmidt – 625-6646
<b>Contact Email</b>	tschmidt@spokanecity.org
<b>Council Sponsor(s)</b>	CM Bingle; CP Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	GU Housing Rezone – Zoning Map Change
<b>Summary (Background)</b>	<p>Site location – 802 E Sharp Ave. (Parcel no. 35171.2601)</p> <p>A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as a Type III application with a public hearing held on May 31, 2023.</p> <p>With City Council’s approval, the zoning map will be updated to reflect this change.</p>
<b>Proposed Council Action &amp; Date:</b>	November 2023; as soon as possible following Council Committee Meeting
<b>Fiscal Impact:</b>	
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.)	
<b>Operations Impacts</b>	
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?

*The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)*

Relevant Facts:

In Chapter 3, Land Use, of the City's Comprehensive Plan:

*\*Goal LU 3 Efficient Land Use states: Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

*\*Policy LU 1.4 states that higher density residential uses are encouraged closer to Centers and Corridors.*

*\*Policy LU 3.1 encourages efficient growth and development by focusing growth in areas where adequate services and facilities exist.*

*\*Policy H 2.4 states that housing should be located in relation to other land uses like employment, transportation, and educational uses.*

*\*Goal LU 5 Development Character states: promote development in a manner that is attractive, complementary, and compatible with other land uses.*

*\*Policy LU 5.5 states ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

Staff Discussion: The proposed development is housing for students attending Gonzaga University and is owned by the University. Increasing the height to 55 feet at this site would allow development which is compatible with similar buildings and land uses in the area. The land use designation of institutional is compatible with the proposed development. The area is built out with infrastructure and public facilities in place; also, the site is within one block of the center and corridor of Hamilton Street where retail, places of work and transportation systems are plentiful.

**ORDINANCE NO. C36469**

An Ordinance changing the zone from Context Area 4 (CA4) to High Density Residential 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on this matter on May 31, 2023 on the request of the owner of certain property zoned Context Area 4 (CA4), and generally located at the southeast corner of E. Sharp Ave and N. Cincinnati St. in the City and County of Spokane, State of Washington, and on July 7, 2023, recommended approval of said zone change for said property subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated July 7, 2023, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

**SINTO 3RD ADD SUBDIVISION OF BLOCKS F TO J: LOTS 4, 5, & 6 BLK J**

in the County of Spokane, State of Washington, with a Residential High Density 55 (RHD-55) Zone.

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:**

12/04/2023

**Date Rec'd**

11/21/2023

**Clerk's File #**

ORD C36477

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

ACCOUNTING

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

MICHELLE MURRAY 625-6320

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

MMURRAY@SPOKANECITY.ORG

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

First Reading Ordinance

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

5600 - SMC 07.19.010 CHANGE RELATING TO GRANTS

**Agenda Wording**

Finance is seeking a change to SMC 07.19.010 regarding the awarding of grants.

**Summary (Background)**

Divisions/Dept will be authorized to apply/accept grants below the Council authorization threshold (i.e. minor contract limits). For grant amounts above the authorization threshold, Divisions/Dept are permitted to apply without Council approval, but the acceptance of such award must be approved by the Council before the execution of documents committing the City to grant terms. Division/Dept will be required to provide a summary of the grant evaluation and ensure compliance with all terms.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

**Study Session\Other**

F&amp;A 11/20/2023

**Division Director**

STRATTON, JESSICA

**Council Sponsor**

CP Kinnear &amp; CM Stratton

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

JONES, GARRETT

**Additional Approvals****Purchasing**

## Committee Agenda Sheet

**\*Select Committee Name\***

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a> / 625-6320
<b>Council Sponsor(s)</b>	CP Kinnear & CM Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	SMC 07.19.010 Change relating to Grants
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Finance is seeking a change to SMC 07.19.010 regarding the awarding of grants.</p> <p>Divisions/Departments will be authorized to apply and accept grants below the City Council authorization threshold (i.e. minor contract limits). For grant amounts above the authorization threshold, Divisions/Departments are permitted to apply without City Council approval, but the acceptance of such award must be approved by the City Council before the execution of documents committing the City to grant terms. Division/Departments will be required to provide a summary of the grant evaluation and ensure compliance with all terms.</p> <p>For any partnership arrangements, as defined in the draft ordinance, City Council must approve the application of a grant and the subsequent award for such grant.</p>
<b>Proposed Council Action</b>	Pass SMC change by December 4th
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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

**ORDINANCE NO. C36477**

An ordinance relating to the grant acceptance process and amending SMC 07.19.010 of Title 07.19 of the Spokane Municipal Code.

**WHEREAS**, in 2014 the city council adopted Ordinance C-35189, adding SMC 07.19.010 to the Spokane Municipal Code and requiring city departments to secure city council approval before submitting grant applications; and

**WHEREAS**, the general purpose of C-35189 and SMC 07.19.010 was to ensure the City was not obligated to significant direct and indirect financial burdens associated with grants without the city council being fully informed of grant implications prior to the acceptance of funding by the city council, and to ensure the City of Spokane did not seek grants inconsistent with City of Spokane policies or legislative priorities; and

**WHEREAS**, SMC 07.19.010 has proved burdensome and time-consuming for city departments, especially for smaller scale grants, or grant applications with comparatively short application timelines; and

**WHEREAS**, the city council wishes to amend the Spokane Municipal Code so as to harmonize the sound policy decision behind SMC 07.19.010 with practical realities of grant application process, and thereby ensure that grant applications for larger grant awards continue to receive prior council review while relieving smaller grant applications of a cumbersome internal review process.

The City of Spokane does ordain:

Section 1. That SMC section 07.19.010 is amended to read as follows

**Chapter 07.19.010 ((Approval of)) Grant ((Applications)) Acceptance**

**Section 07.19.010 ((Approval of)) Grant ((Applications)) Acceptance**

~~((A. All applications for state or federal grants above the minor contract amount set forth in chapter 7.06 SMC submitted by or behalf of the City of Spokane shall be approved by the City Council prior to submission of the application either in conjunction with the adoption of the annual budget or subsequently as part of the city council's consent agenda.~~

- ~~B. The grants shall match up the specific project with the funding source. However, the submitting department may include with the adoption of the annual budget up to five projects with unmatched grants to account for unexpected grant opportunities.~~
- ~~C. The City Council may waive the requirement of having agenda items presented to City Council standing committees in order to place grant application documents on~~

~~the City Council agenda for unanticipated grants with a limited time period for acceptance.~~

~~D. The requirements in the subsection shall not apply to:~~

- ~~1. loans associated with the Washington State Public Works Trust Fund or other state or federal loan programs or~~
- ~~2. financial aid or funding programs that reimburse the City for expenses associated with the City's participation in emergency public safety programs such as reimbursements from the Federal Emergency Management Agency:))~~

A. For purposes of this Chapter, the following definitions apply:

1. The term "department" means the city department or division preparing and submitting a grant application.
2. The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.
3. The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.
4. The term "minor contract amount" means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.
5. The term "partnership" means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of city assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.

B. A department may apply for and accept grants with a grant amount below the minor contract amount without prior city council approval.

C. A department may apply for grants above the minor contract amount. However, each grant award above the minor contract amount must be approved by the city council before the execution of documents committing the City to grant terms,

conditions, and funding, and city council must be advised at time of council review of any city matching funds requirements. Department staff shall prepare materials necessary for council consideration and ensure that such materials are submitted consistent with city council rules of procedure.

D. The department must provide the city council with a summary of the grant evaluation that was conducted during the application process. Various elements of a grant evaluation include any future fiscal burden or long-term expenditures, additional and/or permanent staffing, staff support, indirect costs, local funding match, or in-kind match, and any other ongoing operating and maintenance impact.

E. Notwithstanding anything to the contrary in this section, city council approval is required prior to any grant application submitted in partnership with another organization (private or public) to obtain a letter of support. The City will not be bound by partnership grant award terms, conditions or funding not approved by the city council in advance.

F. If a budget appropriation is required for a grant, the department shall request a corresponding special budget ordinance at the same time as presentation of the grant for city council review and approval.

G. It is the responsibility of the department to ensure compliance with all grant terms and conditions, including, but not limited to, ensuring agreed-upon deliverables, preparing grant status reports, examining and tracking incurred costs, filing timely requests for reimbursements from grant funders, and following the specified close-out procedure provided by the grant funder. Departments shall depend on central accounting or finance for basic grant functions unless otherwise approved by the City's chief financial officer or his/her designee.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36478
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	RES 2023-0086
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Project #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Final Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - ORD APPROVING & CONFIRMING THE 2024 ASSESSMENTS FOR		

**Agenda Wording**

An ordinance approving and confirming the 2024 assessments and assessment roll for the Downtown Parking and Business Improvement Area, prepared under Ordinance C35377, as codified and amended in chapter 04.31C SMC.

**Summary (Background)**

City Council approved Resolution 2023-0087 giving notice of a public hearing on the 2024 Assessment Roll for the Downtown Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	F&A 09/18/23 &
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CP Lori Kinnear & CM
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	smacdonald@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		tstripes@spokanecity.org	
<b>Purchasing</b>		mpiccolo@spokanecity.org	
		twallace@spokanecity.org	
		laverne.esba@gmail.com	
		chrisv@communityframeworks.org	



# Continuation of Wording, Summary, Budget, and Distribution

## **Agenda Wording**

## **Summary (Background)**

To finance the programs authorized in the Downtown PBIA, the City levies an annual special assessment upon real properties, multi-family residential, and mixed-use projects within the district. All ratepayers were sent notice of assessments and the hearing date.

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

## **Distribution List**

amccall@spokanecity.org	
rbenzie@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name</b>	Amanda Beck
<b>Contact Email &amp; Phone</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> , x6414
<b>Council Sponsor(s)</b>	Council Members Cathcart and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Downtown Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The Downtown Spokane business improvement district (Downtown BID) was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from business and property owners within the district to provide funding for programs and services.</p> <p>Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>• City Council sets an assessment roll hearing date by resolution;</li> <li>• City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC;</li> <li>• City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>• The City Council approves an assessment roll at the hearing;</li> <li>• City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action</b>	Approve Resolution setting date for assessment rolls ordinance public hearing
<b>Fiscal Impact</b>	
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 checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: BID special assessments from Downtown ratepayers	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: N/A	



**Operations Impacts**

*What impacts would the proposal have on historically excluded communities?*

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle and e-bike patrols to monitor for possible mobility issues so that business owners, employees, and visitors are better able to access downtown.

*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?*

DSP, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown BID Ratepayer Board is one avenue through which both the City and DSP knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers.

*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?*

Programs administered by the DSP support several strategies in the recently updated [Spokane Downtown Plan](#), such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Welcome Back to Downtown) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial regional hub.

## ORDINANCE NO. C36478

AN ORDINANCE APPROVING AND CONFIRMING THE 2024 ASSESSMENTS AND ASSESSMENT ROLL FOR THE DOWNTOWN SPOKANE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-32923 AS CODIFIED AND AMENDED IN CHAPTER 04.31 SMC.

WHEREAS, on October 9, 2023, the Spokane City Council passed Resolution 2023–0086 which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution 2023–0086, a public hearing was held on December 4, 2023 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the Downtown Spokane Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2024 assessments and the assessment roll of the Downtown Spokane Parking and Business Improvement Area, established under Ordinance C-32923, as codified and amended in Chapter 04.31 SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects as described in RCW 35.87A.020(4), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-32923, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 04.31.100, the projects, programs, activities and budget for the 2024 Downtown Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk are due on January 31, 2024. The ratepayer may elect to make payments in two installments with the first half of the assessment due and payable on the 31<sup>st</sup> day of January, 2024, and the second half of the assessment due and payable on the 31<sup>st</sup> day of July, 2024. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## **DOWNTOWN SPOKANE** PARTNERSHIP

November 1, 2023

### **Dear Downtown BID Ratepayer:**

On behalf of the Downtown Spokane Business Improvement District Ratepayer Advisory Board, thank you for being a part of this special district. By owning property, locating your business here and/or living in downtown Spokane, you are part of the special financing district known as the Downtown Business Improvement District, or BID, administered by the City of Spokane.

Nearly 30 years ago, the BID was established by property and business owners to promote economic and community vitality in downtown Spokane through enhanced services and programs in the geographically defined BID service area. As a BID Ratepayer, you have unique access to supplemental services and programs that directly benefit you, your employees and customers. BID assessments collectively fund supplemental services and improvements that enhance—not replace—existing municipal services, including: security, maintenance, beautification and landscaping, marketing and public space activation, business support, urban planning, and transportation. The Downtown Spokane Partnership (DSP) staff work 7-days-a-week to manage these services and maintain a dynamic and safe district where Spokanites can work, live, shop and recreate. Your BID assessment is critical to achieving this.

Like the more than 1,000 similar business improvement districts across the country, BID-funded services and programs ensure that the people that work, live, visit and recreate in our district flourish. With guidance from the BID Ratepayer Advisory Board and BID Ratepayers like you, DSP constantly evaluates and adjusts services to respond to the changing needs of downtown Spokane. 2023 assessments supported:

#### **Keeping downtown safe and clean.**

- Security & Hospitality Ambassadors provided more than 6,000 combined citizens assists, responses to calls for service, and contacts to merchants and businesses.
- New supplemental evening private security services were added to extend security services during the holiday shopping season.
- Clean & Green Team Members collected more than 3,000 bags of trash and removed more than 3,000 graffiti tags while maintaining 190 garden planters and 58 hanging garden baskets that enhanced the pedestrian experience.
- Clean & Green Team Members continued regular cleaning of downtown railroad viaducts with a focus on coordination with city code enforcement to address ongoing hot spots.
- Quarterly "Point in Time" counts assessed the number of unhoused populations in the area with new social outreach training programs and staff education to support connecting individuals with housing, services and supports.

#### **Elevating the issues affecting downtown.**

- Utilized a comprehensive survey of BID ratepayers to inform vital decisions and policies for improving the experiences of workers, residents, and visitors in the BID.
- Continued to lead education around policies, development and funding that support vibrant, safe and welcoming streets and public places.
- Completed review of the BID's management district plan with analysis of BID expansion opportunities.

- MORE NEXT PAGE -



### **Enhancing economic vitality.**

- Maintained and updated the BID's online business directory, parking information and event listings on the DowntownSpokane.org website.
- Supported nearly a dozen new business openings with ribbon cutting and grand opening support services.
- Awarded more than \$25,000 in Small Business Façade Improvement Grants to support and coach small commercial property and business owners to improve the street-front exteriors of their structures.
- Launched new Downtown Repair Grant program to support immediate repairs to address property damage to façades from criminal activity.
- Grew the "Spokane is Downtown" marketing campaign to highlight local and small businesses within in the BID each month, including the kick-off of the annual "Best in BID" awards featured in the *Spokane Journal of Business*.
- Produced a new economic snapshot of downtown Spokane featuring data, facts and statistics about the BID, in-depth editorial profiles, and a new downtown development map.

### **Expanding programming, events and place activation.**

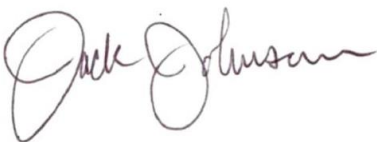
- Enhanced the Park Spokane program to create a recognizable parking brand to help downtown users find and use off-street parking.
- Revived events and activations that directly increased foot traffic in the downtown BID, including First Fridays, Weekends on Wall Street, Fall Fest, Holiday Sidewalks, and block parties like Teleport Vintage Fest, Wall Street Luau, National Night Out and more.
- Continued to support community organizations to host events in downtown that honor the history and traditions of our city's diverse communities, including Festa Italiana, Tacos y Tequila, and others.
- Provided ongoing support of Spokane Arts to repair murals and place new iconic art in public places around the BID.
- Expanded the "Back to Downtown" annual campaign to produce monthly activities and marketing promotions that engaged downtown employees and customers to continue the path toward recovery and reopening.

In 2024, BID assessments will continue to support services and programs that make downtown an appealing option to work, live and visit. In particular, focusing on services that ensure downtown is safe, clean and welcoming for everyone with expanded security and hospitality services, new public space activations, enhanced business support programs, and initiatives that will continue to add value for BID Ratepayers.

Learn more about the BID, services and your BID Ratepayer Advisory Board representatives at [www.DowntownSpokane.org/ratepayers](http://www.DowntownSpokane.org/ratepayers).

Thank you for investing in downtown Spokane and your continued support.

Sincerely,



Jack Johnson  
2023 Chair I Downtown Resident, Position 1  
**Downtown BID Ratepayer Advisory Board**



Emilie Cameron  
President & CEO  
**Downtown Spokane Partnership**



**DOWNTOWN SPOKANE**  
PARTNERSHIP

**WELCOME**  
to the  
**BUSINESS**  
**IMPROVEMENT**  
**DISTRICT**

## WHAT IS THE BUSINESS IMPROVEMENT DISTRICT? (BID)

The Downtown Spokane BID is a unique financing mechanism that helps more than 850 business owners and 350 property parcels in the 80-block BID area to collectively pool resources to provide supplemental services and improvements that enhance – not replace – existing municipal services.

Authorized by Washington state law, the BID was established by downtown property and business owners with support of the City Council in 1995 and reauthorized in 2001.

The BID aids general economic development and neighborhood revitalization by focusing on key services its stakeholders (BID Ratepayers) have identified, including safety and security, cleanliness and maintenance, marketing and events, urban planning and beautification, and transportation.

[downtownspokane.org](http://downtownspokane.org)



@DowntownSpokane

### **downtown spokane partnership**

818 W Riverside Ave, Ste 120  
Spokane, WA 99201

phone: 509.456.0580

email: [info@downtownspokane.org](mailto:info@downtownspokane.org)

### **clean & safe team**

509.353.9111



## WHY DOES DOWNTOWN NEED A BID?

Spokane joined more than 1,000 cities across the country when it created the Downtown Spokane BID. The BID provides a way for downtown business owners to pool financial resources to more effectively pay for enhanced services and programs to supplement the services that are provided by the City of Spokane. BID services and programs are unique and tailored to the needs of the district's business and residential community and have broad-based support for its effectiveness. As Spokane continues to grow and evolve, the demands on BID services will also grow and change. It is important that the BID and the City continue to work together to learn from each other to improve BID services and management.



## HOW IS THE BID ADMINISTERED?

Downtown Spokane Partnership (DSP) is a private, not-for-profit membership organization hired by the City of Spokane to administer and manage the BID. DSP also leads planning and advocacy functions that support the development and vitality of downtown Spokane (such as the "Downtown Plan Update"). The elected Ratepayer Advisory Board (RAB) represents Ratepayers' interests to promote and improve their district by advising the City regarding assessments, monitoring service delivery, hearing appeals of assessments brought by Ratepayers, supporting budget development, and planning for the future of the BID. Any Ratepayer in good standing can seek a nomination to the RAB.

## HOW IS THE BID FUNDED?

The BID is a way for downtown to get needed services supplemental to what the City provides. When business and property owners pool their funds, the result is a strong organization with more impact than any single entity could have. The BID is funded primarily by Ratepayer assessments and private investment, including supplementary contracts, event sponsorships, grants, and other contributions. By providing a stable funding source, the BID can invest in community priorities and services equitably for the benefit of all Ratepayers within the district.

## HOW ARE BID ASSESSMENTS SPENT?

The BID supports economic vitality and neighborhood beautification to encourage livability, vitality, and community. BID programs focus on key areas making downtown Spokane a more desirable place for businesses, employees, residents, shoppers, and visitors. Similar to other BIDs across the country, BID programs focus on clean, safe, marketing & events, and business support.

**clean:** The Clean Team works 7-days-a-week to remove trash, leaves, graffiti, and weeds, provides common-area snow and ice removal, augments City services after large events, cleans and sterilizes railroad underpasses, and plants and maintains garden boxes and hanging baskets across the district.

**safe:** The Security Ambassadors provide security and hospitality services throughout BID daily. The program coordinates a collaborative network of private security with the police and provides valuable

information and assistance to visitors and workers.

**marketing & events:** From amplifying downtown shopping, dining, and entertainment options to coordinating events like "First Friday" and holiday programming, marketing and events help to generate traffic for businesses and make downtown a vibrant and friendly destination for residents and visitors.

**business support:** From supporting ribbon cuttings to business access to resources and information, business support is

economic development. Helping ground-floor and skywalk retailers thrive is critical to creating a vibrant downtown.

**transportation:** Parking validation (EasyPark) and satellite-parking programs like ShuttlePass are important parts of the "Park Spokane" programs managed by the BID to support finding and using downtown parking. The BID also provides advice and recommendations to support enhanced parking options, public transportation, micro-transit and road improvements.





# **DOWNTOWN SPOKANE BUSINESS IMPROVEMENT DISTRICT 2024 MANAGEMENT PLAN**

## **A. Management & Administration**

- Provide staff assistance to the BID Ratepayer Advisory Board, coordinating recommendations regarding the BID budget, expenditures, and programs.
- Develop annual workplan and operating budget for the BID utilizing feedback from BID Board and annual ratepayer survey to gauge priorities.
- Convene and administer an annual meeting of all ratepayers in February 2024 and facilitate all BID Board meetings.
- Maintain BID financial accounts, including liquidity, solvency and compliance with GAAP, RCW 35.87A.010, Spokane Municipal Code 04.31.030, and BID Board designated 17% risk operating reserve.
- Deliver an independent audit report of expenditures.
- Deliver quarterly reports of BID activities with YTD financials and time allocation.
- Maintain database of business and property ownership information for the purposes of City of Spokane's billing and collecting special assessments.
- Develop and propose assessment methodology and operating budget for recommended BID expansion.
- Enhance and implement priorities focused on collaboration, innovation and diversity with a focus on building and deepening relationships with other civic organizations, cultural associations and private entities.

## **B. Safe & Clean**

- Continue to hire, train, deploy and manage Security & Hospitality Ambassadors and Clean Team members throughout the BID.
- Establish and implement optimal staffing levels for security patrols, removing graffiti, sweeping and power washing, litter/debris removal and general cleanup work as well as shoveling snow and seasonal activities.
- Maintain centralized electronic reporting for Ambassadors and Clean Team members to track and report activities, address service requests and identify trends.
- Increase ratepayer contacts and proactive security checks with ongoing CPTED evaluations and ratepayer education leveraging rebates and repair grants.
- Collaborate and communicate with SPD and private security entities in the BID, including staff assistance to the Downtown Security Collaborative.
- Increase coordination with city departments to enhance BID services and improve pedestrian-level infrastructure, including preservation, replacement and maintenance of streetlights, tree canopy, trash cans, etc.
- Support navigation to housing and services for unhoused populations in the BID.

### **C. Economic Vitality**

- Promote businesses, events and programs in the BID to local and regional audiences in mediums that include—but are not limited to—email newsletters, social media, earned media, advertising and marketing campaigns, printed materials.
- Maintain online directory of BID business and events at DowntownSpokane.org.
- Grow and support local diverse business ownership with a focus on assistance to businesses and entrepreneurs in accessing resources, coaching and important information.
- Share up-to-date market information on downtown Spokane with new materials that communicate trends and information about investment activity, residential density, visitor traffic, business growth, demographics and more.
- Support strategic development of underused and/or underutilized properties for new creative housing, retail, and office uses.
- Maintain up-to-date information on parking rates, availability and off-street parking lease options online at ParkSpokane.org while continuing to coordinate parking validation (EasyPark, PremierPark) and promotional parking programs (ShuttlePark).
- Continue to enhance wayfinding and implementation of directional signage that identifies off-street parking facilities under the brand “Park Spokane.”

### **D. Public Space Activation & Enhancement**

- Enhance the unique identity of the places and programs in the BID with a focus on the image of downtown through the development of marketing materials, public relations campaigns and promotions.
- Support a robust, collaborative, and accessible event ecosystem in collaboration with event planners and city departments to encourage and promote events and complementary programming.
- Provide special events and ongoing activations that are oriented towards resident and employee community-building.
- Partner with community organizations on initiatives that emphasize art in public places by artists who are people of color, women and/or historically marginalized communities.
- Foster underwriting opportunities and leverage Expo +50 partnership to advance initiatives designed to activate and improve underutilized public spaces and enhance downtown programming.
- Implement aesthetic improvements to enhance landscaping, lighting and decorative programs that make Downtown more inviting, attractive and walkable.
- Continue to evaluate beautification and landscaping programs to enhance pedestrian experience while increasing sustainability.

<b>DOWNTOWN BUSINESS IMPROVEMENT DISTRICT (BID)</b>		<b>FY24 Budget</b>
<b>REVENUE</b>		
	Assessments	1,794,397
	Projected Uncollected Assesments (4%)	(71,663)
	CPTED Rebates	(2,814)
	Adjusted Assessment Collections	3,000
	Supplemental Security & Maintenance	100,000
	Grants, Sponsorships & Programs	63,000
	Shuttle Park <i>(Designated)</i>	4,500
	Additional Revenue	11,000
	<b>TOTAL REVENUE</b>	<b>1,901,420</b>
<b>EXPENDITURES</b>		
	<b>CLEAN &amp; SAFE</b>	
	Common Areas Services Expenses	70,000
	Social Service Programs	50,000
	Planting & Flowers	25,000
	District Management System <i>(Board Designation)</i>	5,000
	Salaries, Benefits & Taxes	970,000
	Rent, Storage, Fees	40,750
	Insurance, Legal & Accounting	10,500
	<b>TOTAL</b>	<b>1,171,250</b>
	<b>ECONOMIC VITALITY</b>	
	Advertising Campaigns	45,000
	Business Support Programs	35,500
	Wayfinding & Park Spokane <i>(Board Designated)</i>	35,000
	Marketing & Promotions Campaigns	28,000
	Website + Media	10,590
	Shuttle Park Campaign <i>(Board Designated)</i>	4,500
	Salaries, Benefits & Taxes	146,851
	Rent, Storage, Fees	6,500
	Insurance, Legal & Accounting	5,000
	<b>TOTAL</b>	<b>316,941</b>
	<b>PROGRAMMING &amp; PLACE ENHANCEMENT</b>	
	Events & Programming	52,500
	Expo +50 Programs	10,000
	Spokane Arts Partnership	5,000
	Salaries, Benefits & Taxes	189,000
	Rent, Storage, Fees	6,800
	Insurance, Legal & Accounting	5,300
	<b>TOTAL</b>	<b>268,600</b>
	<b>SPECIAL PROJECTS, MANGEMENT &amp; ADMINISTRATION</b>	
	Administration	38,500
	Database <i>(Board Designation)</i>	5,000
	BID Expansion	5,000
	BID Annual/RAB Meetings	3,500
	Salaries, Benefits & Taxes	120,000
	Rent, Storage, Fees	6,350
	Insurance, Legal & Accounting	26,800
	<b>TOTAL</b>	<b>205,150</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,961,941</b>
	<b>TOTAL OPERATING* EXPENDITURES</b>	<b>1,909,941</b>
<b>NET</b>		<b>(60,521)</b>
	<b>PROJECTED UNRESTRICTED ENDING FUND BALANCE</b>	<b>70,439</b>

# Downtown Spokane Improvement District 2024 Property Assessment Roll

Updated: December 1, 2023



Parcel #	Zone	Owner Name	Property Address	Type	County Land Value	Structure Value	Total Value	CPTED Rebate	Assessment
25241.0101	3A	INTEGRUS SPOKANE, LLC	10 S CEDAR ST	Private Property	\$1,463,500	\$1,575,600	\$3,039,100	\$0	\$2,127.37
25241.1201	3A	GRAND COULEE BUILDING LLC	106 S CEDAR ST	Private Property	\$272,110	\$4,636,100	\$4,908,210	\$0	\$3,435.75
25241.1202	3A	PARTS WHOLESALERS, INC.	1405 W 1ST AVE	Private Property	\$109,810	\$0	\$109,810	\$0	\$110.00
25241.1203	3A	PARTS WHOLESALERS, INC.	1411 W 1ST AVE	Private Property	\$137,380	\$0	\$137,380	\$0	\$110.00
25241.1204	3A	PARTS WHOLESALERS, INC.	1423 W 1ST AVE	Private Property	\$274,750	\$263,700	\$538,450	\$0	\$376.92
25241.1205	3A	PARTS WHOLESALERS INC	120 S CEDAR ST	Private Property	\$511,880	\$689,700	\$1,201,580	\$0	\$841.11
35181.0003	3C	FED CREDIT UN	601 W MALLON AVE	Private Property	\$661,300	\$2,374,200	\$3,035,500	\$0	\$2,124.85
35181.0032	4	CITY OF SPOKANE	832 N HOWARD ST	Public Parks	\$1,724,810	\$0	\$1,724,810	\$0	\$473.06
35181.0042	3C	BUSINESS BUILDING LLC	607 W MALLON AVE	Private Property	\$248,640	\$0	\$248,640	\$0	\$174.05
35182.4304	3C	WONDER SPOKANE LLC	835 N POST ST	Private Property	\$526,000	\$19,631,100	\$20,157,100	\$0	\$14,109.97
35182.4305	3C	WONDER SPOKANE LLC	803 W MALLON	Private Property	\$132,600	\$1,037,700	\$1,170,300	\$0	\$819.21
35182.4401	3C	NORTH LINCOLN, LLC	815 N LINCOLN ST	Private Property	\$144,000	\$100	\$144,100	\$0	\$110.00
35182.4405	3C	TEN TALENTS, LLC	802 N MONROE ST	Private Property	\$360,000	\$3,150,200	\$3,510,200	\$0	\$2,457.14
35182.4406	3C	HUNTER, MIKAYLA L / KYLE D	912 W BROADWAY AVE	Private Property	\$108,000	\$5,000	\$113,000	\$0	\$110.00
35182.4407	3C	NORTH LINCOLN LLC	902 W BROADWAY AVE	Private Property	\$93,600	\$1,500	\$95,100	\$0	\$110.00
35182.4408	3C	NORTH LINCOLN LLC	904 W BROADWAY AVE	Private Property	\$93,600	\$1,500	\$95,100	\$0	\$110.00
35182.4410	3C	SPOKANE, CITY OF	824 N MONROE ST	Government	\$194,400	\$1,332,200	\$1,526,600	\$0	\$915.96
35182.4901	3	JONES, WILLIAM G & ANN T	820 N Post St #101	Residential	\$1,121,320	\$948,800	\$1,121,320	\$0	\$215.00
35182.4902	3	MUNCH LIVING TRUST, W JAMES & VICTORIA E	820 N Post St #102	Residential	\$197,790	\$1,199,500	\$1,397,290	\$0	\$215.00
35182.4903	3	SWARTZ REVOCABLE TRUST	820 N Post St #103	Residential	\$199,880	\$1,264,600	\$1,464,480	\$0	\$215.00
35182.4904	3	BRETT, ROBERT A & CATHLEEN	820 N Post St #104	Residential	\$153,330	\$1,009,200	\$1,162,530	\$0	\$215.00
35182.4905	3	EHRENBERG, THOMAS A & LINDA L	820 N Post St #105	Residential	\$204,060	\$1,289,600	\$1,493,660	\$0	\$215.00
35182.4906	3	MONSON, DONALD L & DEANNA M	820 N Post St #106	Residential	\$199,880	\$1,265,500	\$1,465,380	\$0	\$215.00
35182.4907	3	LILLIE, GERALD C & REGINA M	820 N Post St #201	Residential	\$170,430	\$1,090,100	\$1,260,530	\$0	\$215.00
35182.4908	3	VAUGHN, CYRUS & JANET	820 N Post St #202	Residential	\$397,670	\$2,381,700	\$2,779,370	\$0	\$215.00
35182.4910	3	CUNNINGHAM, DARCY S/EDWARDS, MARK W	820 N Post St #204	Residential	\$153,330	\$1,009,200	\$1,162,530	\$0	\$215.00
35182.4911	3	STONE, BRYAN P & CHERYL A	820 N Post St #205	Residential	\$204,060	\$1,289,600	\$1,493,660	\$0	\$215.00
35182.4912	3	UMBDENSTOCK, RICHARD J & BARBARA J	820 N Post St #206	Residential	\$197,790	\$1,258,500	\$1,456,290	\$0	\$215.00
35182.4913	3	STANDAL, JEFFERY A & PATRICIA M	820 N Post St #301	Residential	\$171,190	\$1,094,200	\$1,265,390	\$0	\$215.00
35182.4914	3	STANDAL, JEFFERY A & PATRICIA M	820 N Post St #302	Residential	\$197,790	\$1,243,200	\$1,440,990	\$0	\$215.00

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35182.4915	3	HENNEBERRY, MICHAEL O & CATHRYN A	820 N Post St #303	Residential	\$199,880	\$1,264,600	\$1,464,480	\$0	\$215.00
35182.4916	3	TVEDTEN, CLIFF	820 N Post St #304	Residential	\$153,330	\$1,015,400	\$1,168,730	\$0	\$215.00
35182.4917	3	SHERIDAN LIVING TRUST	820 N Post St #2646	Residential	\$204,060	\$1,289,600	\$1,493,660	\$0	\$215.00
35182.4918	3	WAYSON REVOCABLE LIVING TRUST	820 N Post St #306	Residential	\$197,790	\$1,258,500	\$1,456,290	\$0	\$215.00
35182.4919	3	BLOOM, HELGA	820 N Post St #401	Residential	\$171,190	\$1,094,200	\$1,265,390	\$0	\$215.00
35182.4920	3	PUGEL, MATTHEW S & DELIGHT E	820 N Post St #402	Residential	\$197,790	\$1,253,200	\$1,450,990	\$0	\$215.00
35182.4921	3	NUGENT MARITAL TRUST	820 N Post St #403	Residential	\$199,880	\$1,264,600	\$1,464,480	\$0	\$215.00
35182.4922	3	WILLIAMS FAMILY TRUST, HOWARD L	820 N Post St #404	Residential	\$153,330	\$1,009,200	\$1,162,530	\$0	\$215.00
35182.4923	3	SHEEHAN, JAMES L/ALBERTS, MARY A	820 N Post St #405	Residential	\$204,060	\$1,295,800	\$1,499,860	\$0	\$215.00
35182.4924	3	HALBICH LIVING TRUST	820 N Post St #406	Residential	\$197,790	\$1,252,400	\$1,450,190	\$0	\$215.00
35182.4925	3	LAWSON, WILLIAM J & CAROL K	820 N Post St #501	Residential	\$242,440	\$1,685,700	\$1,928,140	\$0	\$215.00
35182.4926	3	GUMP, TIMOTHY K & REBECCA L	820 N Post St #502	Residential	\$242,440	\$1,507,800	\$1,750,240	\$0	\$215.00
35182.4927	3	POST STREET CONDO, LLC	820 N Post St #503	Residential	\$243,770	\$1,517,100	\$1,760,870	\$0	\$215.00
35182.4928	3	MURPHY FAMILY TRUST	820 N Post St #504	Residential	\$288,990	\$1,769,200	\$2,058,190	\$0	\$215.00
35182.4929	3	DAVIES, RICH & KIRSTIN	820 N Post St #601	Residential	\$310,840	\$1,917,100	\$2,227,940	\$0	\$215.00
35182.4930	3	BRETT 1989 REVOCABLE TRUST	820 N Post St #602	Residential	\$314,260	\$1,907,300	\$2,221,560	\$0	\$215.00
35182.4931	3	BARBIERI, DONALD K/SMITH, SHARON K	820 N Post St #603	Residential	\$355,300	\$2,023,100	\$2,378,400	\$0	\$215.00
35182.4932	3	ROBINSON IRREVOCABLE TRUST II	820 N Post St #604 6D	Residential	\$349,220	\$2,102,000	\$2,451,220	\$0	\$215.00
35183.0003	3	MAD ANTHONY'S INC	520 N LINCOLN ST	Private Property	\$2,606,250	\$856,700	\$3,462,950	\$0	\$2,424.07
35183.0023	3	LOW FAMILY TRUST	625 N MONROE ST	Private Property	\$170,630	\$124,900	\$295,530	\$0	\$206.87
35183.0033	3	FALLS, LLC	630 N LINCOLN ST	Private Property	\$961,890	\$0	\$961,890	\$0	\$673.32
35183.0034	3C	FALLS, LLC	829 W BROADWAY AVE	Private Property	\$2,376,190	\$0	\$2,376,190	\$0	\$1,663.33
35183.0057	4	SPOKANE, CITY OF	418 N MONROE ST	Public Parks	\$988,140	\$15,000	\$1,003,140	\$0	\$133.65
35183.0062	1	SPOKANE PUBLIC LIBRARY	906 W MAIN AVE	Exempt	\$3,415,580	\$20,361,300	\$23,776,880	\$0	\$0.00
35183.0063	4	SPOKANE, CITY OF	UNKNOWN	Public Parks	\$397,280	\$0	\$397,280	\$0	\$110.00
35183.0065	4	SPOKANE, CITY OF	730 N POST ST	Public Parks	\$202,340	\$0	\$202,340	\$0	\$110.00
35183.0092	3	SPOKANE CLUB	1002 W MAIN AVE	Private Property	\$1,559,170	\$1,173,500	\$2,732,670	\$0	\$1,912.87
35183.0095	3	SCHMELZER, ALLEN D & JERI ANN	609 N MONROE ST	Private Property	\$426,550	\$0	\$426,550	\$0	\$298.59
35183.0301	1	WALL STREET LLC	221 N WALL ST	Private Property	\$1,595,600	\$6,718,200	\$8,313,800	\$0	\$9,145.18
35183.0308	1	ROBERTS/BOTZ/SCHOEDEL/ETAL	708 W MAIN AVE	Private Property	\$569,840	\$846,100	\$1,415,940	\$0	\$1,557.53
35183.0310	1	702, LLC	207 N WALL ST	Private Property	\$169,040	\$2,241,000	\$2,410,040	\$0	\$2,651.04
35183.0311	1	702, LLC	702 W MAIN AVE	Private Property	\$150,080	\$0	\$150,080	\$0	\$165.09
35183.0320	1	RIVER PARK SQUARE LLC	777 W MAIN AVE	Private Property	\$0	\$11,410,200	\$11,410,200	\$0	\$12,551.22
35183.0321	1	RIVER PARK SQUARE, LLC	808 W MAIN AVE	Private Property	\$0	\$33,998,000	\$33,998,000	\$0	\$37,397.80
35183.0322	1	RIVER PARK SQUARE, LLC	825 W MAIN AVE	Private Property	\$0	\$12,567,000	\$12,567,000	\$0	\$13,823.70
35183.0324	1	RIVER PARK SQUARE, LLC	808 W MAIN AVE	Private Property	\$11,617,580	\$0	\$11,617,580	\$0	\$12,779.34
35183.0325	1	RIVER PARK SQUARE LLC	706 W MAIN AVE	Private Property	\$387,500	\$981,500	\$1,369,000	\$0	\$1,505.90

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35183.0405	1	MZB, LLC	110 N POST ST	Private Property	\$264,600	\$861,600	\$1,126,200	\$0	\$1,238.82
35183.0406	1	GVD COMMERCIAL PROPERTIES, INC	726 W RIVERSIDE AVE	Private Property	\$641,250	\$1,730,000	\$2,371,250	\$0	\$2,608.38
35183.0407	1	HRUSKA PROPERTIES LLC	718 W RIVERSIDE AVE	Private Property	\$599,700	\$2,067,300	\$2,667,000	\$0	\$2,933.70
35183.0408	1	ALEXANDER GOODS DEPOT, LLC	710 W RIVERSIDE AVE	Private Property	\$1,498,880	\$8,035,200	\$9,534,080	\$0	\$10,487.49
35183.0507	2	PEYTON PROJECT, LLC	10 N POST ST	Private Property	\$1,216,960	\$10,319,700	\$11,536,660	\$0	\$12,690.33
35183.0508	2	SPOKANE TRANSIT AUTHORITY	701 W RIVERSIDE AVE	Government	\$2,820,640	\$10,797,500	\$13,618,140	\$0	\$10,894.51
35183.0607	2	HARE & GRIFFITHS LLC	825 W RIVERSIDE AVE	Private Property	\$482,630	\$697,900	\$1,180,530	\$0	\$1,298.58
35183.0608	2	DIAMOND PARKING INC	822 W SPRAGUE AVE	Private Property	\$495,000	\$5,010,500	\$5,505,500	\$0	\$6,056.05
35183.0609	2	MYSTERY BUILDING LLC	816 W SPRAGUE AVE	Private Property	\$247,500	\$1,194,200	\$1,441,700	\$0	\$1,585.87
35183.0614	2	DVP LUSSO HOLDINGS, LLC	1 N POST ST	Hotels & Motels	\$540,000	\$5,082,900	\$5,622,900	\$0	\$0.00
35183.0615	2	RIVERSIDE AND POST LLC	801 W RIVERSIDE AVE	Private Property	\$1,621,200	\$3,682,900	\$5,304,100	\$0	\$5,834.51
35183.0616	2	GENESEE BLOCK LLC	821 W RIVERSIDE AVE	Private Property	\$326,250	\$1,002,200	\$1,328,450	\$0	\$1,461.30
35183.0705	1	LINCOLN PLAZA LLC	818 W RIVERSIDE AVE	Private Property	\$2,285,280	\$12,124,200	\$14,409,480	\$0	\$15,850.43
35183.0708	1	GRANT BUILDING LLC	802 W RIVERSIDE AVE	Private Property	\$1,147,360	\$4,633,700	\$5,781,060	\$0	\$6,359.17
35183.0901	2	BULLCO CO	901 W RIVERSIDE AVE	Private Property	\$630,000	\$1,936,000	\$2,566,000	\$0	\$2,822.60
35183.0904	2	COWLES REAL ESTATE COMPANY	999 W RIVERSIDE AVE	Private Property	\$446,600	\$3,988,000	\$4,434,600	\$0	\$4,878.06
35183.0905	2	COWLES REAL ESTATE CO	926 W SPRAGUE AVE	Private Property	\$495,000	\$6,824,600	\$7,319,600	\$0	\$8,051.56
35183.0906	2	COWLES REAL ESTATE COMPANY	914 W SPRAGUE AVE	Private Property	\$371,250	\$21,400	\$392,650	\$0	\$431.92
35183.0907	2	HARE & GRIFFITHS	912 W SPRAGUE AVE	Private Property	\$123,750	\$416,600	\$540,350	\$0	\$594.39
35183.0908	2	HARE & GRIFFITHS LLC	908 W SPRAGUE AVE	Private Property	\$495,000	\$346,900	\$841,900	\$0	\$926.09
35183.0909	2	COWLES REAL ESTATE COMPANY	925 W RIVERSIDE AVE	Private Property	\$983,850	\$8,940,200	\$9,924,050	\$0	\$10,916.46
35183.1014	2	COWLES REAL ESTATE COMPANY	1023 W RIVERSIDE AVE	Private Property	\$635,100	\$596,300	\$1,231,400	\$0	\$1,354.54
35183.1017	2	COWLES REAL ESTATE COMPANY	1 N MONROE ST	Private Property	\$2,498,730	\$13,944,600	\$16,443,330	\$0	\$18,087.66
35183.1101	3	CATHEDRAL OF OUR LADY OF LOURDES-SPOKANE	1115 W RIVERSIDE AVE	Exempt	\$1,601,600	\$3,904,700	\$5,506,300	\$0	\$0.00
35183.1106	3	CATHEDRAL OF OUR LADY OF LOURDES-SPOKANE	15 N MADISON ST	Exempt	\$110,000	\$409,300	\$519,300	\$0	\$0.00
35183.1109	3	NEW CATHEDRAL PLAZA LLC	1120 W SPRAGUE AVE	Exempt	\$562,500	\$20,677,300	\$21,239,800	\$0	\$0.00
35183.1110	3	COWLES REAL ESTATE CO	1102 W SPRAGUE AVE	Private Property	\$536,500	\$2,636,800	\$3,173,300	\$0	\$2,221.31
35183.1204	3	WELLS, JULIE W/WATTS, DEBRA B/BARRETT, DOUGLAS O	1218 W SPRAGUE AVE	Private Property	\$145,000	\$2,100	\$147,100	\$0	\$110.00
35183.1205	3	EDWIDGE APTS, LLC	1227 W RIVERSIDE AVE	Private Property	\$130,350	\$1,461,050	\$1,591,400	\$0	\$1,113.98
35183.1206	3	WELLS, JULIE W/WATTS, DEBRA B/BARRETT, DOUGLAS O	1222 W SPRAGUE AVE	Private Property	\$116,000	\$1,700	\$117,700	\$0	\$110.00
35183.1207	3	SAN MARCO APARTMENTS LLC	1230 W SPRAGUE AVE	Private Property	\$496,070	\$3,477,330	\$3,973,400	\$0	\$2,781.38
35183.1208	3	MYRTLE 21 LLC	1214 W SPRAGUE AVE	Private Property	\$151,250	\$1,733,950	\$1,885,200	\$0	\$1,319.64
35183.1211	3	CAFERRO, RONALD & THERESA	1219 W RIVERSIDE AVE	Residential	\$100,240	\$1,827,700	\$1,927,940	\$0	\$215.00
35183.1212	3	1221 W RIVERSIDE LLC	1221 W RIVERSIDE AVE	Residential	\$100,240	\$1,020,700	\$1,120,940	\$0	\$215.00
35183.1213	3	ANDERSON, RONALD D	1223 W RIVERSIDE AVE	Residential	\$100,240	\$1,578,000	\$1,678,240	\$0	\$215.00
35183.1214	3	FLEMING, KARL N & SUZANNE W	1225 W RIVERSIDE AVE	Residential	\$100,240	\$1,079,900	\$1,180,140	\$0	\$215.00
35183.1215	3	DIXON II, HAL R & VICKI M	1209 W RIVERSIDE AVE	Residential	\$100,240	\$925,440	\$925,440	\$0	\$215.00

# Downtown Spokane Improvement District 2024 Property Assessment Roll



35183.1216	3	WOODWARD, SHAWN M & MICHELLE A	1211 W RIVERSIDE AVE	Residential	\$100,240	\$850,400	\$950,640	\$0	\$215.00
35183.1217	3	NOSBAUM, LEROY & BRENDA	1215 W RIVERSIDE AVE	Residential	\$100,240	\$1,254,200	\$1,354,440	\$0	\$215.00
35183.1224	3	1203 PROPERTIES, LLP	1203 W RIVERSIDE AVE	Private Property	\$254,210	\$3,268,100	\$3,522,310	\$0	\$2,465.62
35183.1225	3	1203 PROPERTIES, LLP	1202 W SPRAGUE AVE	Private Property	\$281,300	\$4,100	\$285,400	\$0	\$199.78
35183.1301	3	MILFORDS BUILDING LLC	719 N MONROE ST	Private Property	\$270,000	\$858,200	\$1,128,200	\$0	\$789.74
35183.1303	3	PEAK HOMES, LLC	701 N MONROE ST	Private Property	\$420,000	\$2,360,300	\$2,780,300	\$0	\$1,946.21
35183.1404	3	921 WEST BROADWAY, LLC	921 W BROADWAY AVE	Private Property	\$144,000	\$1,076,300	\$1,220,300	\$0	\$854.21
35183.1405	3	PIONEER HUMAN SERVICES	925 W BROADWAY AVE	Private Property	\$288,000	\$2,011,300	\$2,299,300	\$0	\$1,609.51
35183.1406	3	LAWRENCE B STONE PROPERTIES #711 LLC	711 N LINCOLN ST	Private Property	\$180,000	\$106,100	\$286,100	\$0	\$200.27
35183.1408	3	LINC LOFTS, LLC	714 N MONROE ST	Private Property	\$144,000	\$2,000	\$146,000	\$0	\$110.00
35183.1409	3	SHOFAR ENTERPRISES, LLC	712 N MONROE ST	Private Property	\$120,000	\$136,600	\$256,600	\$0	\$179.62
35183.1410	3	TEC INVESTMENTS, LLC	706 N MONROE ST	Private Property	\$222,000	\$909,500	\$1,131,500	\$0	\$792.05
35183.1411	3	KLEIN GRIFFITH PROPERTIES GROUP, LLC	628 N MONROE ST	Private Property	\$162,000	\$734,300	\$896,300	\$0	\$627.41
35183.1414	3	DIAMOND PARKING INC.	605 N LINCOLN ST	Private Property	\$306,000	\$8,200	\$314,200	\$0	\$219.94
35183.1418	3	DIAMOND PARKING INC.	UNKNOWN	Private Property	\$162,000	\$4,400	\$166,400	\$0	\$116.48
35183.1422	3	SPOKANE, CITY OF	514 N MONROE ST	Government	\$126,000	\$0	\$126,000	\$0	\$110.00
35183.1423	3	SPOKANE, CITY OF	504 N MONROE ST	Government	\$180,000	\$0	\$180,000	\$0	\$110.00
35183.1427	3	GARRAS, BILLY J	601 N LINCOLN ST	Private Property	\$216,000	\$0	\$216,000	\$0	\$151.20
35183.1428	3	DIAMOND PARKING INC.	610 N MONROE ST	Private Property	\$297,000	\$8,000	\$305,000	\$0	\$213.50
35183.1429	3	LAWRENCE B STONE PROPERTIES #711 LLC	UNKNOWN	Private Property	\$180,000	\$0	\$180,000	\$0	\$126.00
35183.1431	3	MAD ANTHONYS INC	625 N LINCOLN ST	Private Property	\$450,000	\$0	\$450,000	\$0	\$315.00
35183.1432	3	LAWRENCE B STONE PROPERTIES #901 LLC	901 W BROADWAY AVE	Private Property	\$216,000	\$637,500	\$853,500	\$0	\$597.45
35183.1433	3	LAWRENCE B STONE PROPERTIES #901 LLC	909 W BROADWAY AVE	Private Property	\$216,000	\$3,100	\$219,100	\$0	\$153.37
35183.1434	3	SPOKANE, CITY OF	517 N LINCOLN ST	Government	\$900,000	\$0	\$900,000	\$0	\$540.00
35183.1435	3	SPOKANE, CITY OF	521 N LINCOLN ST	Government	\$18,000	\$0	\$18,000	\$0	\$110.00
35183.1436	3	GARRAS, BILLY J	602 N MONROE ST	Private Property	\$468,000	\$392,900	\$860,900	\$0	\$602.63
35183.1437	3	SPOKANE, CITY OF	519 N LINCOLN ST	Government	\$252,000	\$0	\$252,000	\$0	\$151.20
35183.1438	3	NORTH FALLS LLC	618 N MONROE ST	Private Property	\$405,120	\$237,700	\$642,820	\$0	\$449.97
35183.1439	3	ISLAND OFFICE PLAZA	915 W BROADWAY AVE	Private Property	\$216,000	\$804,600	\$1,020,600	\$0	\$714.42
35183.1501	1	SPOKANE, CITY OF	808 W SPOKANE FALLS BLVD	Government	\$2,329,000	\$17,999,500	\$20,328,500	\$0	\$16,262.80
35183.1511	1	CITY OF SPOKANE	321 N POST	Government	\$2,369,970	\$1,048,300	\$3,418,270	\$0	\$2,734.62
35183.1512	1	CITY OF SPOKANE	930 W SPOKANE FALLS BLVD	Government	\$2,577,420	\$0	\$2,577,420	\$0	\$2,061.94
35183.1513	1	CITY OF SPOKANE	930 W SPOKANE FALLS BLVD	Government	\$13,340	\$0	\$13,340	\$0	\$110.00
35183.2207	3	MHC2 INVESTMENTS, LLC	1225 W MAIN AVE	Private Property	\$58,000	\$800	\$58,800	\$0	\$110.00
35183.2208	3	MHC2 INVESTMENTS, LLC	1229 W MAIN AVE	Private Property	\$58,000	\$800	\$58,800	\$0	\$110.00
35183.2209	3	MHC2 INVESTMENTS, LLC	1227 W MAIN AVE	Private Property	\$67,430	\$1,000	\$68,430	\$0	\$110.00

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35183.2210	3	MHC2 INVESTMENTS, LLC	1213 W MAIN AVE	Private Property	\$130,330	\$1,900	\$132,230	\$0	\$110.00
35183.2211	3	MHC2 INVESTMENTS, LLC	1223 W MAIN AVE	Private Property	\$154,600	\$2,200	\$156,800	\$0	\$110.00
35183.2212	3	MHC2 INVESTMENTS, LLC	1209 W MAIN AVE	Private Property	\$251,200	\$3,500	\$254,700	\$0	\$178.29
35183.2222	3	MHC2 INVESTMENTS, LLC	1212 W RIVERSIDE AVE	Private Property	\$276,950	\$3,000	\$279,950	\$0	\$195.97
35183.2223	3	MHC2 INVESTMENTS, LLC	1208 W RIVERSIDE AVE	Private Property	\$274,050	\$3,100	\$277,150	\$0	\$194.01
35183.2224	3	MHC2 INVESTMENTS, LLC	UNKNOWN	Private Property	\$208,800	\$2,800	\$211,600	\$0	\$148.12
35183.2225	3	WARRENS WORLD LLC	UNKNOWN	Private Property	\$131,250	\$0	\$131,250	\$0	\$110.00
35183.2229	3	MHC2 INVESTMENTS, LLC	1110 W RIVERSIDE AVE	Private Property	\$744,140	\$781,300	\$1,525,440	\$0	\$1,067.81
35183.2230	3	PHILANTHROPY CENTER, LLC	1020 W RIVERSIDE AVE	Exempt	\$224,080	\$783,000	\$1,007,080	\$0	\$0.00
35183.2231	3	SPOKANE CITY CLUB	1002 W RIVERSIDE AVE	Private Property	\$429,580	\$2,238,300	\$2,667,880	\$0	\$1,867.52
35183.2233	3	MHC2 INVESTMENTS, LLC	1220 W RIVERSIDE AVE	Private Property	\$231,860	\$2,400	\$234,260	\$0	\$163.98
35183.2234	3	RIVERFALLS TOWER DEVELOPMENT CO.	1224 W RIVERSIDE AVE	Private Property	\$875,500	\$18,665,700	\$19,541,200	\$0	\$13,678.84
35183.2235	3	WARRENS WORLD LLC	112 N WRIGHT ST	Private Property	\$15,750	\$0	\$15,750	\$0	\$110.00
35183.2236	3	WEST 1124 RIVERSIDE, LLC	1204 W RIVERSIDE AVE	Private Property	\$856,370	\$235,500	\$1,091,870	\$0	\$764.31
35183.2238	3	WEST 1124 RIVERSIDE, LLC	1124 W RIVERSIDE AVE	Private Property	\$531,280	\$4,428,900	\$4,960,180	\$0	\$3,472.13
35183.2239	3	WEST 1116 RIVERSIDE AVE, LLC	1116 W RIVERSIDE AVE	Private Property	\$464,000	\$3,647,200	\$4,111,200	\$0	\$2,877.84
35183.2241	3	WARRENS WORLD LLC	124 N WRIGHT ST	Private Property	\$580,860	\$0	\$580,860	\$0	\$406.60
35183.2243	3	WARRENS WORLD LLC	UNKNOWN	Private Property	\$341,980	\$0	\$341,980	\$0	\$239.39
35183.2308	2	USA	904 W RIVERSIDE AVE	Exempt	\$2,481,830	\$12,011,300	\$14,493,130	\$0	\$0.00
35183.2309	2	USA	920 W RIVERSIDE AVE	Exempt	\$3,960,380	\$25,734,400	\$29,694,780	\$0	\$0.00
35183.2501	1	CPC DEVELOPMENT COMPANY	825 W MAIN AVE UNIT A	Private Property	\$849,620	\$600,500	\$1,450,120	\$0	\$1,595.13
35183.2502	1	CPC DEVELOPMENT COMPANY	825 W MAIN AVE UNIT B	Private Property	\$849,620	\$2,489,100	\$3,338,720	\$0	\$3,672.59
35183.2503	1	CPC DEVELOPMENT COMPANY	825 W MAIN AVE UNIT C	Private Property	\$849,620	\$2,050,400	\$2,900,020	\$0	\$3,190.02
35183.2601	1	MICIAK, RONALD & DEBORAH	809 W MAIN AVE UNIT 201	Residential	\$87,680	\$859,800	\$947,480	\$0	\$215.00
35183.2602	1	MSB KENNEDY LIVING TRUST	809 W MAIN AVE UNIT 202	Residential	\$90,650	\$1,525,900	\$1,616,550	\$0	\$215.00
35183.2603	1	OVERSTREET, RONALD P JR & AUDREY D	809 W MAIN AVE UNIT 203	Residential	\$85,400	\$994,800	\$1,080,200	\$0	\$215.00
35183.2604	1	BRANNON, JEFFREY G & TONI M	809 W MAIN AVE UNIT 204	Residential	\$96,430	\$1,022,900	\$1,119,330	\$0	\$215.00
35183.2605	1	LEE, JOHN W & JANELLE L	809 W MAIN AVE	Residential	\$101,500	\$1,135,500	\$1,237,000	\$0	\$215.00
35183.2606	1	JACKSON LIVING TRUST, STEPHEN AND LODI	809 W MAIN AVE UNIT 206	Residential	\$91,000	\$1,126,900	\$1,217,900	\$0	\$215.00
35183.2607	1	KNOX REVOCABLE TRUST	809 W MAIN AVE UNIT 301	Residential	\$111,130	\$2,039,800	\$2,150,930	\$0	\$215.00
35183.2608	1	PRUSSACK, CHARLES N & SUSAN L MARCUSON-	809 W MAIN AVE UNIT 302	Residential	\$106,580	\$649,000	\$755,580	\$0	\$215.00
35183.2609	1	&KLOTH, INC	809 W MAIN AVE UNIT 303	Residential	\$103,080	\$1,640,500	\$1,734,580	\$0	\$215.00
35183.2610	1	SELECT CREDIT AND LEASING, LLC	809 W MAIN AVE UNIT 304	Residential	\$92,750	\$1,129,100	\$1,221,850	\$0	\$215.00
35183.2611	1	REDMOND, PAUL A	809 W MAIN AVE UNIT 305-6	Residential	\$126,180	\$1,117,000	\$1,243,180	\$0	\$215.00
35183.2612	1	THOMAS, JEFFREY P & REGINA K	809 W MAIN AVE UNIT 307	Residential	\$63,000	\$719,700	\$782,700	\$0	\$215.00
35183.2613	1	KAYA, HAKAN & HULYA	809 W MAIN AVE UNIT 308	Residential	\$91,880	\$996,300	\$1,088,180	\$0	\$215.00
35183.2614	1	BLAKE, KRISTIANNE & JOHN C	809 W MAIN AVE UNIT 309	Residential	\$84,350	\$797,300	\$881,650	\$0	\$215.00
35183.2615	1	ELSE, AUSTIN & SHANNON	809 W MAIN AVE UNIT 310	Residential	\$80,330	\$801,700	\$882,030	\$0	\$215.00



# Downtown Spokane Improvement District 2024 Property Assessment Roll



35183.2616	1	WANG, LIHUA	809 W MAIN AVE UNIT 311	Residential	\$105,180	\$1,096,300	\$1,201,480	\$0	\$215.00
35183.2617	1	THOMAS JR, TED R & NOREEN C	809 W MAIN AVE UNIT 312	Residential	\$121,980	\$1,234,600	\$1,356,580	\$0	\$215.00
35183.2618	1	JOHNSON, JACK W	809 W MAIN AVE UNIT 313	Residential	\$121,450	\$1,239,800	\$1,361,250	\$0	\$215.00
35183.2619	1	JOHN & RITA SANTILLANES, LLC	809 W MAIN AVE UNIT 314	Residential	\$115,500	\$1,130,800	\$1,246,300	\$0	\$215.00
35183.2620	1	ROSS, JACQUELINE A	809 W MAIN AVE UNIT 315	Residential	\$106,050	\$1,991,100	\$2,097,150	\$0	\$215.00
35183.3301	1	FLT CRESCENT LLC	719 W MAIN AVE UNIT 1	Private Property	\$234,980	\$2,368,100	\$2,603,080	\$0	\$2,863.39
35183.3302	1	FPA CRESCENT ASSOCIATES	719 W MAIN AVE UNIT 22	Private Property	\$252,680	\$2,462,500	\$2,715,180	\$0	\$2,986.70
35183.3303	1	FPA CRESCENT ASSOCIATES	719 W MAIN AVE UNIT 3	Private Property	\$1,728,830	\$14,937,100	\$16,665,930	\$0	\$18,332.52
35184.0001	3	SPOKANE PUBLIC FACILITIES DISTRICT	334 W SPOKANE FALLS BLVD	PFD	\$10,548,530	\$27,768,900	\$38,317,430	\$0	\$11,878.40
35184.0002	3	SPOKANE PUBLIC FACILITIES DISTRICT	UNKNOWN	PFD	\$986,600	\$0	\$986,600	\$0	\$305.85
35184.0025	3	DVP CENTENNIAL HOLDINGS, LLC	201 W NORTH RIVER DR	Private Property	\$1,361,810	\$19,900	\$1,381,710	\$0	\$967.20
35184.0026	3	AVISTA CORPORATION	UNKNOWN	Private Property	\$133,010	\$0	\$133,010	\$0	\$110.00
35184.0027	3	AVISTA CORPORATION	UNKNOWN	Private Property	\$535,600	\$0	\$535,600	\$0	\$374.92
35184.0065	3	SPOKANE, CITY OF	UNKNOWN	Government	\$2,401,700	\$0	\$2,401,700	\$0	\$1,441.02
35184.0069	4	CITY OF SPOKANE	507 N HOWARD ST	Public Parks	\$1,602,000	\$0	\$1,602,000	\$0	\$160.03
35184.0083	3	SPOKANE PUBLIC FACILITIES DISTRICT	332 N SPOKANE FALLS CT	PFD	\$1,752,530	\$0	\$1,752,530	\$0	\$543.28
35184.0088	3	ICP SPOKANE II, LLC	201 W NORTH RIVER DR	Private Property	\$2,223,290	\$19,233,300	\$21,456,590	\$0	\$15,019.61
35184.0091	3	RIVEREDGE, LLC	101 W NORTH RIVER DR	Private Property	\$1,741,800	\$2,100,000	\$3,841,800	\$0	\$2,689.26
35184.0092	3	BANEY MARITAL TRUST	115 W NORTH RIVER DR	Hotels & Motels	\$1,627,250	\$7,590,700	\$9,217,950	\$0	\$0.00
35184.0093	3	DR SPOKANE CITY CENTER LLC	322 N SPOKANE FALLS CT	Hotels & Motels	\$4,571,030	\$20,192,800	\$24,763,830	\$0	\$0.00
35184.0407	3	SPOKANE PUBLIC FACILITIES DISTRICT	UNKNOWN	PFD	\$415,510	\$0	\$415,510	\$0	\$128.81
35184.0605	3	T & A PROPERTY HOLDINGS LLC	220 W MAIN AVE	Private Property	\$543,150	\$1,116,500	\$1,659,650	\$0	\$1,161.76
35184.0606	3	WINTER, BRIAN L & BRUCE L	231 W SPOKANE FALLS BLVD	Private Property	\$362,100	\$3,000	\$365,100	\$0	\$255.57
35184.0614	3	FOUNDRY UNITED, LLC	244 W MAIN AVE	Private Property	\$412,790	\$2,359,000	\$2,771,790	\$0	\$1,940.25
35184.0615	3	WINTER, BRIAN L & BRUCE L	241 W MAIN AVE	Private Property	\$158,100	\$1,300	\$159,400	\$0	\$111.58
35184.0616	3	WINTER, BRIAN L & BRUCE	236 W MAIN AVE	Private Property	\$204,000	\$1,700	\$205,700	\$0	\$143.99
35184.0617	3	WINTER, BRIAN L & BRUCE L	232 W MAIN AVE	Private Property	\$362,100	\$3,000	\$365,100	\$0	\$255.57
35184.0618	3	WINTER, BRIAN L & BRUCE L	228 W MAIN AVE	Private Property	\$362,100	\$3,000	\$365,100	\$0	\$255.57
35184.0620	3	WINTER, BRIAN L & BRUCE L	224 W MAIN AVE	Private Property	\$181,050	\$1,500	\$182,550	\$0	\$127.79
35184.0624	3	WINTER, BRIAN L & BRUCE L	237 W SPOKANE FALLS BLVD	Private Property	\$362,100	\$3,000	\$365,100	\$0	\$255.57
35184.0627	3	PARK TOWER SENIOR HOUSING LP	217 W SPOKANE FALLS BLVD	Exempt	\$1,136,000	\$19,202,100	\$20,338,100	\$0	\$0.00
35184.0628	3	SPOKANE SCHOOL DISTRICT #81	200 N BERNARD ST	Government	\$825,590	\$9,304,000	\$10,129,590	\$0	\$6,077.75
35184.0629	3	SPOPRO LLC	245 W SPOKANE FALLS BLVD	Private Property	\$412,790	\$517,400	\$930,190	\$0	\$651.13
35184.0631	3	WESTERN MINE SERVICES	207 W SPOKANE FALLS BLVD	Private Property	\$724,150	\$550,400	\$1,274,550	\$0	\$892.19
35184.0632	3	WESTERN MINE SERVICES	210 W MAIN AVE	Private Property	\$1,086,300	\$25,700	\$1,112,000	\$0	\$778.40
35184.0633	3	FRUCI FAMILY LLC	259 W SPOKANE FALLS BLVD	Private Property	\$825,590	\$3,325,900	\$4,151,490	\$0	\$2,906.04
35184.0801	3	301 MAIN AVE, LLC	301 W MAIN AVE	Private Property	\$362,100	\$2,156,700	\$2,518,800	\$0	\$1,763.16

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35184.0802	3	JRD PARKING, LLC	307 W MAIN AVE	Private Property	\$362,100	\$3,000	\$365,100	\$0	\$255.57
35184.0803	3	COLONIAL CITY	111 N BERNARD ST	Private Property	\$360,670	\$2,433,800	\$2,794,470	\$0	\$1,956.13
35184.0804	3	314 RIVERSIDE, LLC	310 W RIVERSIDE AVE	Private Property	\$440,590	\$31,300	\$471,890	\$0	\$330.32
35184.0903	3	ALBISU, CRUZ	209 W MAIN AVE	Private Property	\$362,100	\$112,000	\$474,100	\$0	\$331.87
35184.0904	3	ALBISU, CRUZ	215 W MAIN AVE	Private Property	\$362,100	\$16,700	\$378,800	\$0	\$265.16
35184.0908	3	WOODHEAD PROPERTIES LLC	239 W MAIN AVE	Private Property	\$362,100	\$1,189,500	\$1,551,600	\$0	\$1,086.12
35184.0911	3	DAVIS TERRA FIRMA LLC	256 W RIVERSIDE AVE	Private Property	\$774,890	\$147,000	\$921,890	\$0	\$645.32
35184.0919	3	LI, GANG/SHAO, LOO JIN	230 W RIVERSIDE AVE	Private Property	\$724,200	\$697,500	\$1,421,700	\$0	\$995.19
35184.0920	3	221 WEST MAIN OFFICE BUILDING L.L.C.	221 W MAIN	Private Property	\$543,150	\$418,300	\$961,450	\$0	\$673.02
35184.0921	3	WEST MAIN OFFICE BUILDING LLC	225 W MAIN AVE	Private Property	\$543,150	\$418,300	\$961,450	\$0	\$673.02
35184.0922	3	SCHMIDT 245 MAIN LLC	245 W MAIN AVE	Private Property	\$463,490	\$1,203,100	\$1,666,590	\$0	\$1,166.61
35184.0923	3	SPOKANE SCHOOL DISTRICT #81	247 W MAIN AVE	Government	\$777,750	\$6,500	\$784,250	\$0	\$470.55
35184.0925	3	UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY	207 W MAIN AVE	Exempt	\$362,100	\$0	\$362,100	\$0	\$0.00
35184.0926	3	UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY	201 W MAIN AVE	Exempt	\$362,100	\$358,600	\$720,700	\$0	\$0.00
35184.0927	3	RIVERSIDE AND BROWNE INVESTMENT LLC	206 W RIVERSIDE AVE	Private Property	\$568,000	\$0	\$568,000	\$0	\$397.60
35184.0928	3	RIVERSIDE AND BROWNE INVESTMENT LLC	206 W RIVERSIDE AVE	Private Property	\$568,000	\$12,731,900	\$13,299,900	\$0	\$9,309.93
35184.1201	3	201 RIVERSIDE, LLC	201 W RIVERSIDE AVE	Private Property	\$218,030	\$795,000	\$1,013,030	\$0	\$709.12
35184.1202	3	ALGER BRISTOL & LOT 82, LLC	203 W RIVERSIDE AVE	Private Property	\$121,130	\$1,000	\$122,130	\$0	\$110.00
35184.1203	3	ALGER BRISTOL & LOT 82 LLC	210 W SPRAGUE AVE	Private Property	\$428,400	\$1,197,100	\$1,625,500	\$0	\$1,137.85
35184.1204	3	ALGER BRISTOL & LOT 82, LLC	209 W RIVERSIDE AVE	Private Property	\$145,350	\$1,200	\$146,550	\$0	\$110.00
35184.1205	3	ALGER BRISTOL & LOT 82, LLC	211 W RIVERSIDE AVE	Private Property	\$456,450	\$3,800	\$460,250	\$0	\$322.18
35184.1206	3	ALGER BRISTOL & LOT 82, LLC	215 W RIVERSIDE AVE	Private Property	\$456,450	\$3,800	\$460,250	\$0	\$322.18
35184.1207	3	STUDIO 24 LLC	221 W RIVERSIDE AVE	Private Property	\$229,500	\$1,500,000	\$1,729,500	\$0	\$1,210.65
35184.1208	3	ALGER BRISTOL & LOT 82, LLC	224 W SPRAGUE AVE	Private Property	\$226,950	\$1,500	\$228,450	\$0	\$159.92
35184.1210	3	BEAR & HALE, LLC	232 W SPRAGUE AVE	Private Property	\$456,450	\$1,033,900	\$1,490,350	\$0	\$1,043.25
35184.1211	3	DIAMOND PARKING, INC.	237 W RIVERSIDE AVE	Private Property	\$137,700	\$633,500	\$771,200	\$0	\$539.84
35184.1212	3	WOLFE, JASON D	236 W SPRAGUE AVE	Private Property	\$990,600	\$1,709,500	\$2,700,100	\$0	\$1,890.07
35184.1213	3	JRD PARKING, LLC	239 W RIVERSIDE AVE	Private Property	\$365,310	\$3,000	\$368,310	\$0	\$257.82
35184.1214	3	JRD PARKING, LLC	8 N BERNARD ST	Private Property	\$1,008,780	\$8,400	\$1,017,180	\$0	\$712.03
35184.1215	3	BICKETT LLC	225 W RIVERSIDE AVE	Private Property	\$206,240	\$1,022,200	\$1,228,440	\$0	\$859.91
35184.1216	3	RICHMOND & BICKETT LLC	228 W SPRAGUE AVE	Private Property	\$253,620	\$737,000	\$990,620	\$0	\$693.43
35184.1302	3	GB DOW INVESTMENTS, LLC	301 W RIVERSIDE AVE	Private Property	\$250,000	\$2,100	\$252,100	\$0	\$176.47
35184.1307	3	GB DOW INVESTMENTS, LLC	311 W RIVERSIDE AVE	Private Property	\$320,000	\$1,751,800	\$2,071,800	\$0	\$1,450.26
35184.1802	1	WRAIGHT LLC	223 N HOWARD ST	Private Property	\$852,320	\$2,526,300	\$3,378,620	\$0	\$3,716.48
35184.1806	1	I O O F	618 W MAIN AVE	Private Property	\$847,360	\$18,799,800	\$19,647,160	\$0	\$21,611.88
35184.1807	1	600 MAIN INC	608 W MAIN AVE	Private Property	\$1,289,280	\$32,982,900	\$34,272,180	\$0	\$37,699.40
35184.1808	1	WHEATLAND BANK	222 N WALL ST	Private Property	\$1,284,400	\$4,638,400	\$5,922,800	\$0	\$6,515.08

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35184.1903	1	CDA PLAZA, LP	228 N HOWARD ST	Private Property	\$801,840	\$8,823,000	\$9,624,840	\$0	\$10,587.32
35184.1904	1	HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC	218 N HOWARD ST	Private Property	\$577,200	\$744,800	\$1,322,000	\$0	\$1,454.20
35184.1905	1	SPOKANE FALLS PROPERTY, LLC	206 N HOWARD ST	Private Property	\$1,088,480	\$3,087,100	\$4,175,580	\$0	\$4,593.14
35184.1906	1	SPOKANE FALLS PROPERTY, LLC	520 W MAIN AVE	Private Property	\$1,088,480	\$740,900	\$1,829,380	\$0	\$2,012.32
35184.1907	1	SPOKANE FALLS PARKING, LLC	508 W MAIN AVE	Private Property	\$1,451,280	\$10,100	\$1,461,380	\$0	\$1,607.52
35184.1908	1	SPOKANE FALLS PARKING, LLC	503 W SPOKANE FALLS BLVD	Private Property	\$2,249,200	\$21,900	\$2,271,100	\$0	\$2,498.21
35184.2001	2	PAC OPERATING CO	217 N WASHINGTON ST	Private Property	\$362,080	\$5,400	\$367,480	\$0	\$404.23
35184.2002	2	JOHN HIEBER JR FAMILY LLC	405 W SPOKANE FALLS BLVD	Private Property	\$1,086,240	\$16,300	\$1,102,540	\$0	\$1,212.79
35184.2003	2	JOHN HIEBER JR FAMILY LLC	413 W SPOKANE FALLS BLVD	Private Property	\$724,080	\$10,900	\$734,980	\$0	\$808.48
35184.2004	2	PAC OPERATING CO	419 W SPOKANE FALLS BLVD	Private Property	\$361,200	\$5,400	\$366,600	\$0	\$403.26
35184.2005	2	PAC OPERATING CO	423 W SPOKANE FALLS BLVD	Private Property	\$832,000	\$12,600	\$844,600	\$0	\$929.06
35184.2006	2	PAC OPERATING CO	218 N STEVENS ST	Private Property	\$254,960	\$2,900	\$257,860	\$0	\$283.65
35184.2007	2	PAC OPERATING CO	430 W MAIN AVE	Private Property	\$345,600	\$220,700	\$566,300	\$0	\$622.93
35184.2008	2	JOHN HIEBER JR FAMILY LLC	208 N STEVENS ST	Private Property	\$508,640	\$7,700	\$516,340	\$0	\$567.97
35184.2009	2	PAC OPERATING CO	426 W MAIN AVE	Private Property	\$231,520	\$3,000	\$234,520	\$0	\$257.97
35184.2010	2	PAC OPERATING CO	420 W MAIN AVE	Private Property	\$264,480	\$3,600	\$268,080	\$0	\$294.89
35184.2011	2	PAC OPERATING CO	UNKNOWN	Private Property	\$1,040	\$0	\$1,040	\$0	\$110.00
35184.2012	2	PAC OPERATING CO	418 W MAIN AVE	Private Property	\$844,400	\$12,800	\$857,200	\$0	\$942.92
35184.2013	2	LIBERTY BUILDING LLC	404 W MAIN AVE	Private Property	\$1,423,680	\$5,697,400	\$7,121,080	\$0	\$7,833.19
35184.2114	3	DVP GRAND HOLDINGS, LLC	333 W SPOKANE FALLS BLVD	Hotels & Motels	\$4,821,310	\$71,491,000	\$76,312,310	\$0	\$0.00
35184.2201	3	314 RIVERSIDE, LLC	317 W MAIN AVE	Private Property	\$474,500	\$4,900	\$479,400	\$0	\$335.58
35184.2202	3	DIAMOND PARKING INC	319 W MAIN AVE	Private Property	\$435,080	\$4,500	\$439,580	\$0	\$307.71
35184.2203	3	DIAMOND PARKING	329 W MAIN AVE	Private Property	\$435,180	\$4,500	\$439,680	\$0	\$307.78
35184.2204	3	Z.H. INVESTMENTS, LLC	331 W MAIN AVE	Private Property	\$217,620	\$238,100	\$455,720	\$0	\$319.00
35184.2205	3	KELLOGG, RICHARD E & SUSAN E	126 N WASHINGTON ST	Private Property	\$446,400	\$501,600	\$948,000	\$0	\$663.60
35184.2206	3	DIAMOND PARKING	116 N WASHINGTON ST	Private Property	\$206,550	\$1,700	\$208,250	\$0	\$145.78
35184.2207	3	LEGION, LLC	108 N WASHINGTON ST	Private Property	\$435,340	\$6,363,900	\$6,799,240	\$0	\$4,759.47
35184.2208	3	LEGION, LLC	332 W RIVERSIDE AVE	Private Property	\$217,620	\$5,200	\$222,820	\$0	\$155.97
35184.2209	3	LEGION, LLC	334 W RIVERSIDE AVE	Private Property	\$217,620	\$5,200	\$222,820	\$0	\$155.97
35184.2210	3	ROBERTS/BOTZ/SCHOEDEL/ETAL	324 W RIVERSIDE AVE	Private Property	\$435,180	\$10,300	\$445,480	\$0	\$311.84
35184.2211	3	314 RIVERSIDE, LLC	320 W RIVERSIDE AVE	Private Property	\$435,080	\$1,786,500	\$2,221,580	\$0	\$1,555.11
35184.2212	3	314 RIVERSIDE, LLC	314 W RIVERSIDE AVE	Private Property	\$498,880	\$3,429,200	\$3,928,080	\$0	\$2,749.66
35184.2301	2	405 MAIN LLC	405 W MAIN AVE	Private Property	\$386,600	\$523,000	\$909,600	\$0	\$1,000.56
35184.2302	2	SPOKANE JOCKEY CLUB PARTNERS LLC	115 N WASHINGTON ST	Private Property	\$224,720	\$1,063,700	\$1,288,420	\$0	\$1,417.26
35184.2303	2	407 WEST MAIN, LLC	407 W MAIN AVE	Private Property	\$299,320	\$443,800	\$743,120	\$0	\$817.43
35184.2308	2	1889 MONTANA BUILDING, LLC	427 W MAIN AVE	Private Property	\$210,350	\$1,181,600	\$1,391,950	\$0	\$1,531.15
35184.2309	2	BESPIN HOLDINGS LLC	118 N STEVENS ST	Private Property	\$182,180	\$1,196,300	\$1,378,480	\$0	\$1,516.33
35184.2310	2	BURLESON ROAD INVESTMENTS, LLC	422 W RIVERSIDE AVE	Private Property	\$1,019,400	\$19,913,100	\$20,932,500	\$0	\$23,025.75

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35184.2311	2	BURLESON ROAD INVESTMENTS, LLC	416 W RIVERSIDE AVE	Private Property	\$509,290	\$95,800	\$605,090	\$0	\$665.60
35184.2315	2	BURLESON ROAD INVESTMENTS, LLC	428 W RIVERSIDE AVE	Private Property	\$1,528,030	\$128,400	\$1,656,430	\$0	\$1,822.07
35184.2317	2	PBB INVESTMENTS, LLC	421 W MAIN AVE	Private Property	\$1,008,490	\$1,560,100	\$2,568,590	\$0	\$2,825.45
35184.2407	1	JIM WANTS A NORMAL COMPANY NAME, LLC	522 W RIVERSIDE AVE	Private Property	\$972,690	\$3,168,700	\$4,141,390	\$0	\$4,555.53
35184.2408	1	518 W RIVERSIDE PARTNERS LLC	518 W RIVERSIDE AVE	Private Property	\$324,180	\$1,601,600	\$1,925,780	\$0	\$2,118.36
35184.2409	1	SAPPHIRE 50 LLC	516 W RIVERSIDE AVE	Private Property	\$324,110	\$484,700	\$808,810	\$0	\$889.69
35184.2412	1	GT MUKILTEO LLC	511 W MAIN AVE	Private Property	\$194,480	\$0	\$194,480	\$0	\$213.93
35184.2416	1	GT MUKILTEO LLC	511 W MAIN AVE	Private Property	\$3,456,740	\$6,080,600	\$9,537,340	\$0	\$10,491.07
35184.2417	1	1953 BOX, LLC	502 W RIVERSIDE AVE	Private Property	\$659,020	\$1,092,000	\$1,751,020	\$0	\$1,926.12
35184.2418	1	SURE WOULD, LLC	508 W RIVERSIDE AVE	Private Property	\$965,040	\$4,557,100	\$5,522,140	\$0	\$6,074.35
35184.2501	1	MPL HOLDINGS, LLC	117 N HOWARD ST	Private Property	\$98,670	\$603,700	\$702,370	\$773	\$0.00
35184.2511	1	WALL CHELAN LLC	120 N WALL ST	Private Property	\$375,360	\$6,394,600	\$6,769,960	\$0	\$7,446.96
35184.2513	1	STG MAIN, LLC	601 W MAIN AVE	Private Property	\$1,437,980	\$17,901,400	\$19,339,380	\$0	\$21,273.32
35184.2514	1	BKWSPOKANE, LLC	618 W RIVERSIDE AVE	Private Property	\$1,895,850	\$5,867,400	\$7,763,250	\$0	\$8,539.58
35184.2620	2	REDSTONE SPOKANE I LLC	601 W RIVERSIDE AVE	Private Property	\$3,918,560	\$46,168,000	\$50,086,560	\$0	\$55,095.22
35184.2701	2	FERNWELL ASSOCIATES INC	505 W RIVERSIDE AVE	Private Property	\$631,610	\$3,886,300	\$4,517,910	\$0	\$4,969.70
35184.2703	2	JJM PROPERTIES	509 W RIVERSIDE AVE	Private Property	\$422,450	\$9,200	\$431,650	\$0	\$474.82
35184.2705	2	JJM PROPERTIES	516 W SPRAGUE AVE	Private Property	\$167,720	\$3,900	\$171,620	\$0	\$188.78
35184.2706	2	RIVERSIDE CENTRE LLC	518 W SPRAGUE AVE	Private Property	\$1,105,860	\$25,700	\$1,131,560	\$0	\$1,244.72
35184.2707	2	RIVERSIDE CENTRE LLC	2 N HOWARD ST	Private Property	\$377,020	\$9,300	\$386,320	\$0	\$424.95
35184.2708	2	JJM PROPERTIES	502 W SPRAGUE AVE	Private Property	\$688,310	\$16,400	\$704,710	\$0	\$775.18
35184.2709	2	JJM PROPERTIES	514 W SPRAGUE AVE	Private Property	\$149,730	\$3,500	\$153,230	\$0	\$168.55
35184.2710	1	JJM PROPERTIES	517 W RIVERSIDE AVE	Private Property	\$210,770	\$4,600	\$215,370	\$0	\$236.91
35184.2802	2	ARMSTRONG BUILDING CONFIDENTIAL REV TRUS	402 W SPRAGUE AVE	Private Property	\$803,640	\$1,112,800	\$1,916,440	\$0	\$2,108.08
35184.2803	2	OLD NAT BK TRUST	416 W SPRAGUE AVE	Private Property	\$287,760	\$5,700	\$293,460	\$0	\$322.81
35184.2805	2	DIAMOND PARK INC	422 W SPRAGUE AVE	Private Property	\$431,880	\$21,300	\$453,180	\$0	\$498.50
35184.2806	2	DIAMOND PLAZA LLC	421 W RIVERSIDE AVE	Private Property	\$1,989,680	\$13,134,900	\$15,124,580	\$0	\$16,637.04
35184.2903	3	ERLING EIDE REV TRUST	319 W RIVERSIDE AVE	Private Property	\$547,940	\$1,564,900	\$2,112,840	\$0	\$1,478.99
35184.2904	3	SEAPEAEM, LLC	326 W SPRAGUE AVE	Private Property	\$548,050	\$4,500	\$552,550	\$0	\$386.79
35184.2905	3	331-335 W RIVERSIDE AVE, LLC	331 W RIVERSIDE AVE	Private Property	\$275,400	\$2,300	\$277,700	\$0	\$194.39
35184.2906	3	JOEL & JON DIAMOND, LLC	330 W SPRAGUE AVE	Private Property	\$272,750	\$2,300	\$275,050	\$0	\$192.54
35184.2907	3	DIAMOND PARK INC	4 N WASHINGTON ST	Private Property	\$548,250	\$4,500	\$552,750	\$0	\$386.93
35184.2910	3	MORGAN BUILDING, LLC	315 W RIVERSIDE AVE UNIT 001	Exempt	\$100	\$0	\$100	\$0	\$0.00
35184.2911	3	WOO CREW LLC	315 W RIVERSIDE AVE UNIT 100	Private Property	\$82,980	\$856,100	\$939,080	\$0	\$1,032.99
35184.2912	3	BDH MORGAN PARTNERS LLC	315 W RIVERSIDE AVE UNIT 200	Private Property	\$91,310	\$863,800	\$955,110	\$0	\$1,050.62

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35184.2913	3	312 MORGAN BUILDING, LLC	315 W RIVERSIDE AVE UNIT 2-312	Private Property	\$38,790	\$360,200	\$389,990	\$0	\$428.99
35184.2914	3	SPERO LAW FIRM, PLLC	315 W RIVERSIDE AVE UNIT 2-316	Private Property	\$18,610	\$183,400	\$202,010	\$0	\$222.21
35184.2917	3	PLAGMAN, SCOTT A/ENGSTROM, KARIN E	315 W RIVERSIDE AVE UNIT 406	Residential	\$76,020	\$345,000	\$421,020	\$0	\$168.41
35184.2918	3	ENGSTROM, KARIN / PLAGMAN, SCOTT	315 W RIVERSIDE AVE UNIT 407	Residential	\$59,500	\$300,600	\$360,100	\$0	\$144.04
35184.2919	3	BLAND, LETICIA	315 W RIVERSIDE AVE UNIT 501	Residential	\$57,680	\$273,400	\$331,080	\$0	\$132.43
35184.2920	3	OVERBAY, SHANNON R DARRELL M	315 W RIVERSIDE AVE UNIT 502	Residential	\$81,480	\$353,100	\$434,580	\$0	\$173.83
35184.2921	3	KOESTER, JESSE R	315 W RIVERSIDE AVE UNIT 503	Residential	\$66,500	\$287,100	\$353,600	\$0	\$141.44
35184.2922	3	M & K COX FAMILY TRUST	315 W RIVERSIDE AVE UNIT 504	Residential	\$71,400	\$275,300	\$346,700	\$0	\$138.68
35184.2923	3	OAKS & KC LLC	315 W RIVERSIDE AVE UNIT 505	Residential	\$57,120	\$256,200	\$313,320	\$0	\$125.33
35184.2924	3	HEMINGWAY, LINDA K	315 W RIVERSIDE AVE UNIT 506	Residential	\$82,740	\$356,700	\$439,440	\$0	\$175.78
35184.2925	3	EMRY, CONNIE	315 W RIVERSIDE AVE UNIT 507	Residential	\$60,620	\$284,300	\$344,920	\$0	\$137.97
35184.2926	3	JORDAN, BRUCE G & TAMA A	315 W RIVERSIDE AVE UNIT 601	Residential	\$105,000	\$476,300	\$581,300	\$0	\$215.00
35184.2927	3	KOEMPEL-THOMAS, BEATRICE	315 W RIVERSIDE AVE UNIT 602	Residential	\$45,220	\$250,600	\$295,820	\$0	\$118.33
35184.2928	3	KOEMPEL-THOMAS, BEATRICE	315 W RIVERSIDE AVE UNIT 603	Residential	\$57,680	\$270,300	\$327,980	\$0	\$131.19
35184.2929	3	JONES LIVING TRUST	315 W RIVERSIDE AVE UNIT 604	Residential	\$71,680	\$306,900	\$378,580	\$0	\$151.43
35184.2930	3	KLAMPER, ERIC	315 W RIVERSIDE AVE UNIT 605	Residential	\$66,780	\$286,600	\$353,380	\$0	\$141.35
35184.2931	3	WENDLING, LYLE R & KATHLEEN A	315 W RIVERSIDE AVE UNIT 606	Residential	\$68,460	\$293,300	\$361,760	\$0	\$144.70
35184.2932	3	DAHL, MICHELLE LEE	315 W RIVERSIDE AVE UNIT 607	Residential	\$60,620	\$268,000	\$328,620	\$0	\$131.45
35184.2934	3	STALWICK, JENNIFER A & MARK W	315 W RIVERSIDE AVE UNIT 301	Residential	\$52,780	\$278,800	\$331,580	\$0	\$132.63
35184.2935	3	MCKENZIE, THOMAS & SHANNON	315 W RIVERSIDE AVE UNIT 302	Residential	\$83,020	\$371,200	\$454,220	\$0	\$181.69
35184.2936	3	PAULSEN, LYNN	315 W RIVERSIDE AVE UNIT 303	Residential	\$69,580	\$311,200	\$380,780	\$0	\$152.31

# Downtown Spokane Improvement District 2024 Property Assessment Roll



35184.2937	3	ZAPPONE, LYNDA S	315 W RIVERSIDE AVE UNIT 304	Residential	\$78,400	\$351,000	\$429,400	\$0	\$171.76
35184.2938	3	REICHERSAMER, KALE	315 W RIVERSIDE AVE UNIT 305	Residential	\$58,380	\$290,900	\$349,280	\$0	\$139.71
35184.2939	3	ANDERSON, JULIE ANN/DEMAKIS, GEORGE JOHN	315 W RIVERSIDE AVE UNIT 306	Residential	\$79,800	\$366,000	\$445,800	\$0	\$178.32
35184.2940	3	LAWSON, BARRY K/ADKINSON, HEATHER J	315 W RIVERSIDE AVE UNIT 307	Residential	\$52,780	\$263,800	\$316,580	\$0	\$126.63
35184.2941	3	HARPER, JAMES W	315 W RIVERSIDE AVE UNIT 401	Residential	\$58,660	\$271,200	\$329,860	\$0	\$131.94
35184.2942	3	ROSEMAN-HANAUER, ANDREW	315 W RIVERSIDE AVE UNIT 402	Residential	\$82,740	\$315,300	\$398,040	\$0	\$159.22
35184.2943	3	DI BERNARDO, JOANNE S	315 W RIVERSIDE AVE UNIT 403	Residential	\$67,620	\$302,000	\$369,620	\$0	\$147.85
35184.2944	3	MILLER, TODD R/PINEDA, ROWENA E	315 W RIVERSIDE AVE UNIT 404	Residential	\$78,400	\$350,300	\$428,700	\$0	\$171.48
35184.2945	3	AHERN/ROBINSON LLC	315 W RIVERSIDE AVE UNIT 405	Residential	\$60,060	\$278,600	\$338,660	\$0	\$135.46
35184.2946	3	JOHN, JARROD	315 W RIVERSIDE AVE UNIT 101	Residential	\$184,520	\$447,600	\$632,120	\$0	\$215.00
35184.2947	3	JOHN, JARROD	315 W RIVERSIDE AVE UNIT 102	Residential	\$78,400	\$265,200	\$343,600	\$0	\$137.44
35184.3001	3	SPOKANE PUBLIC FACILITIES DISTRICT	UNKNOWN	PFD	\$3,018,700	\$2,222,300	\$5,241,000	\$0	\$1,624.71
35184.3002	3	DR SPOKANE CITY CENTER LLC	UNKNOWN	Private Property	\$3,018,700	\$5,362,600	\$8,381,300	\$0	\$5,866.91
35184.3003	3	SPOKANE PUBLIC FACILITIES DISTRICT	40 W SPOKANE FALLS BLVD	PFD	\$3,018,750	\$61,827,100	\$64,845,850	\$0	\$20,102.21
35184.3101	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 1	Exempt	\$137,070	\$524,700	\$661,770	\$0	\$0.00
35184.3102	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 2	Exempt	\$137,070	\$518,100	\$655,170	\$0	\$0.00
35184.3103	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 3	Exempt	\$137,070	\$517,100	\$654,170	\$0	\$0.00
35184.3104	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 4	Exempt	\$137,070	\$517,600	\$654,670	\$0	\$0.00
35184.3105	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 5	Exempt	\$137,070	\$516,700	\$653,770	\$0	\$0.00
35184.3106	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 6	Exempt	\$137,070	\$516,700	\$653,770	\$0	\$0.00
35184.3107	3	DELANEY GROUP, LLC	242 W RIVERSIDE AVE UNIT 7	Exempt	\$136,130	\$516,500	\$652,630	\$0	\$0.00
35184.3201	2	THE 415 MAIN PROJECT, LLC	415 W Main Ave #CU B	Private Property	\$107,000	\$48,700	\$155,700	\$0	\$171.27
35184.3202	2	THE 415 MAIN PROJECT, LLC	415 W Main Ave #CU 100	Private Property	\$49,980	\$153,600	\$203,580	\$0	\$223.94
35184.3203	2	THE 415 MAIN PROJECT, LLC	415 W Main Ave #CU 101	Private Property	\$114,190	\$297,900	\$412,090	\$0	\$453.30
35184.3204	2	THE 415 MAIN PROJECT, LLC	415 W Main Ave #CU 102	Private Property	\$161,590	\$275,900	\$437,490	\$0	\$481.24
35184.3205	2	415 LOFTS LLC	415 W Main Ave #CU 200	Private Property	\$164,160	\$121,300	\$285,460	\$0	\$314.01
35184.3206	2	415 LOFTS LLC	415 W Main Ave #CU 300	Private Property	\$157,010	\$65,600	\$222,510	\$0	\$244.76
35184.3301	3	DVP GRAND HOLDINGS, LLC	334 W MAIN AVE UNIT 1	Private Property	\$0	\$6,041,400	\$6,041,400	\$0	\$4,228.98

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35184.3302	3	SPOKANE PUBLIC FACILITIES DISTRICT	334 W MAIN AVE UNIT 2	PFD	\$3,136,440	\$3,153,700	\$6,290,140	\$0	\$1,949.94
35185.0024	3	DVP CENTENNIAL HOLDINGS, LLC	303 W NORTH RIVER DR	Hotels & Motels	\$6,006,680	\$21,888,400	\$27,895,080	\$0	\$0.00
35185.0041	4	SPOKANE, CITY OF	610 W SPOKANE FALLS BLVD	Public Parks	\$83,702,970	\$18,239,100	\$101,942,070	\$0	\$6,749.41
35185.0076	4	SPOKANE, CITY OF	UNKNOWN	Public Parks	\$1,918,200	\$0	\$1,918,200	\$0	\$386.89
35185.0077	4	SPOKANE, CITY OF	797 N WASHINGTON ST	Public Parks	\$2,810,190	\$1,125,500	\$3,935,690	\$0	\$756.19
35185.4901	3	MORCA INVESTMENTS CO	621 W Mallon Ave #101	Private Property	\$111,180	\$502,500	\$613,680	\$0	\$429.58
35185.4908	3	LFG HOLDINGS, LLC	621 W Mallon Ave #503	Private Property	\$9,050	\$54,400	\$63,450	\$0	\$110.00
35185.4909	3	LFG HOLDINGS, LLC	621 W Mallon Ave #505	Private Property	\$11,780	\$51,300	\$63,080	\$0	\$110.00
35185.4910	3	MAYKEN SPOKANE, LLC	621 W Mallon Ave #507	Private Property	\$8,910	\$40,300	\$49,210	\$0	\$110.00
35185.4911	3	WJL, LLC	621 W Mallon Ave #509	Private Property	\$52,430	\$171,800	\$224,230	\$0	\$156.96
35185.4912	3	MAYKEN SPOKANE, LLC	621 W Mallon Ave #515	Private Property	\$12,650	\$52,000	\$64,650	\$0	\$110.00
35185.4913	3	JACKSON, CASEY	621 W Mallon Ave #600	Private Property	\$83,160	\$129,300	\$212,460	\$0	\$148.72
35185.4914	3	HARLAND, BRADLEY D & JODI L	621 W Mallon Ave #601	Private Property	\$20,970	\$89,000	\$109,970	\$0	\$110.00
35185.4915	3	DOWNTOWNDIGS, LLC	621 W Mallon Ave #603	Private Property	\$26,870	\$206,300	\$233,170	\$0	\$163.22
35185.4916	3	HARLAND, BRADLEY D & JODI L	621 W Mallon Ave #606	Private Property	\$14,940	\$67,500	\$82,440	\$0	\$110.00
35185.4917	3	WJL LLC	621 W Mallon Ave #607	Private Property	\$25,850	\$135,000	\$160,850	\$0	\$112.60
35185.4918	3	AXTELL LAW OFFICE PLLC	621 W Mallon Ave #608	Private Property	\$22,260	\$119,100	\$141,360	\$0	\$110.00
35185.4919	3	SAIZ REAL ESTATE LLC	621 W Mallon Ave #609	Private Property	\$9,920	\$47,500	\$57,420	\$0	\$110.00
35185.4920	3	SAIZ REAL ESTATE LLC	621 W Mallon Ave #610	Private Property	\$9,480	\$41,100	\$50,580	\$0	\$110.00
35185.4921	3	FLOUR MILL BLDG CONDO ASSOC	621 W Mallon Ave #21	Private Property	\$0	\$28,000	\$28,000	\$0	\$110.00
35185.4923	3	MORCA INVESTMENTS CO	621 W Mallon Ave #100	Private Property	\$10,050	\$45,700	\$55,750	\$0	\$110.00
35185.4924	3	LFG HOLDINGS, LLC	621 W Mallon Ave #501	Private Property	\$3,890	\$26,000	\$29,890	\$0	\$110.00
35185.4925	3	LFG HOLDINGS, LLC	621 W Mallon Ave #502	Private Property	\$5,030	\$31,400	\$36,430	\$0	\$110.00
35185.4926	3	MAYKEN SPOKANE, LLC	621 W Mallon Ave #514	Private Property	\$10,340	\$44,900	\$55,240	\$0	\$110.00
35185.4927	3	MORCA INVESTMENTS CO	621 W Mallon Ave #102	Private Property	\$0	\$59,200	\$59,200	\$0	\$110.00
35185.4928	3	MORCA INVESTMENTS CO	621 W Mallon Ave #234	Private Property	\$987,650	\$4,212,500	\$5,200,150	\$0	\$3,640.11
35191.1907	2	HOWSER, KENNETH M/HOWSER CREDIT SHELTER TRUST	607 W SPRAGUE AVE	Private Property	\$276,480	\$0	\$276,480	\$0	\$304.13
35191.2001	2	SYMONS BLOCK LLC	9 S HOWARD ST	Private Property	\$1,108,250	\$2,165,000	\$3,273,250	\$0	\$3,600.58
35191.2005	2	FOREMAN, REBECCA	501 W SPRAGUE AVE UNIT A	Private Property	\$127,560	\$69,200	\$196,760	\$0	\$216.44
35191.2006	2	FOREMAN, REBECCA	501 W SPRAGUE AVE UNIT B	Private Property	\$155,080	\$84,100	\$239,180	\$0	\$263.10
35191.2007	2	FOREMAN, REBECCA	501 W SPRAGUE AVE UNIT C	Private Property	\$157,090	\$85,200	\$242,290	\$0	\$266.52
35191.2008	2	FOREMAN, REBECCA	501 W SPRAGUE AVE UNIT D	Private Property	\$125,980	\$68,400	\$194,380	\$0	\$213.82
35191.2009	2	FOREMAN, REBECCA	501 W SPRAGUE AVE	Private Property	\$0	\$5,000	\$5,000	\$0	\$110.00
35191.2101	2	B & H ENTERPRISES, LLC NUMBER 1	425 W SPRAGUE AVE	Private Property	\$784,130	\$1,011,100	\$1,795,230	\$0	\$1,974.75
35191.2102	2	B & H ENTERPRISES, LLC NUMBER 1	415 W SPRAGUE AVE	Private Property	\$306,000	\$862,500	\$1,168,500	\$0	\$1,285.35
35191.2103	2	B & H ENTERPRISES, LLC NUMBER 1	418 W 1ST AVE	Private Property	\$95,630	\$197,300	\$292,930	\$0	\$322.22
35191.2104	2	DIAMOND PARKING INC	401 W SPRAGUE AVE	Private Property	\$1,185,750	\$9,800	\$1,195,550	\$0	\$1,315.11

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35191.2202	3	SPOKANE TEACHERS CREDIT UNION	333 W SPRAGUE AVE	Private Property	\$790,500	\$709,700	\$1,500,200	\$0	\$1,050.14
35191.2203	3	SDS WENATCHEE, LLC	319 W SPRAGUE AVE	Private Property	\$197,630	\$197,000	\$394,630	\$0	\$276.24
35191.2205	3	SDS WENATCHEE, LLC	315 W SPRAGUE AVE	Private Property	\$315,590	\$204,000	\$519,590	\$0	\$363.71
35191.2207	3	DIAMOND FAMILY INVESTMENTS, LLC	309 W SPRAGUE AVE	Private Property	\$204,000	\$1,700	\$205,700	\$0	\$143.99
35191.2208	3	LORRAINE, LLC	308 W 1ST AVE	Private Property	\$191,250	\$1,156,400	\$1,347,650	\$0	\$943.36
35191.2211	3	SPOKANE TEACHERS CREDIT UNION	314 W 1ST AVE	Private Property	\$474,910	\$3,900	\$478,810	\$0	\$335.17
35191.2212	3	SPOKANE PARKING LOT LLC	303 W SPRAGUE AVE	Private Property	\$556,260	\$4,600	\$560,860	\$0	\$392.60
35191.2301	2	STEWART BUILDING LLC	427 W 1ST AVE	Private Property	\$150,500	\$403,000	\$553,500	\$0	\$608.85
35191.2302	2	HOLLANDIA PROPERTIES LLC	101 S STEVENS ST	Private Property	\$153,770	\$850,200	\$1,003,970	\$0	\$1,104.37
35191.2305	2	WHARTON LOFTS, LLC	411 W 1ST AVE	Private Property	\$260,970	\$690,000	\$950,970	\$0	\$1,046.07
35191.2310	2	BULLOCK PROPERTY MANAGEMENT, LLC	423 W 1st Ave #100	Residential	\$20,030	\$194,400	\$214,430	\$0	\$128.66
35191.2311	2	LEA, SCOTT KIRK ISAAC & MEGAN ARIE	423 W 1st Ave #110	Residential	\$46,980	\$432,400	\$479,380	\$0	\$215.00
35191.2312	2	MOUND HARDWARE	423 W 1st Ave #210	Residential	\$46,620	\$55,300	\$101,920	\$0	\$110.00
35191.2313	2	MOUND HARDWARE	423 W 1st Ave #220	Residential	\$96,460	\$114,500	\$210,960	\$0	\$126.58
35191.2314	2	MOUND HARDWARE	423 W 1st Ave #230	Residential	\$45,500	\$54,000	\$99,500	\$0	\$110.00
35191.2315	2	MOUND HARDWARE	423 W 1st Ave #240	Residential	\$81,760	\$97,000	\$178,760	\$0	\$110.00
35191.2316	2	SCRIMGEOUR, JULIE	423 W 1st Ave #B1	Residential	\$23,660	\$86,400	\$110,060	\$0	\$110.00
35191.2317	2	LOUIE, ANDY W	423 W 1st Ave #B2	Residential	\$22,120	\$80,500	\$102,620	\$0	\$110.00
35191.2318	2	417 W FIRST LLC	417 W 1st Ave #1A	Residential	\$110,040	\$208,100	\$318,140	\$0	\$190.88
35191.2319	2	BARRIENTOS, ALEJANDRO	417 W 1st Ave #1B	Residential	\$116,620	\$319,600	\$436,220	\$0	\$215.00
35191.2320	2	BARRIENTOS, ALEJANDRO/BARRIENTOS, MARIO	417 W 1st Ave #1C	Residential	\$52,780	\$295,100	\$347,880	\$0	\$208.73
35191.2321	2	MAIN, PAUL & RENEE	417 W 1st Ave #1D	Residential	\$63,000	\$367,000	\$430,000	\$0	\$215.00
35191.2322	2	KRUSTANGEL, TOM/NASSAR, SAM	417 W 1st Ave #250	Residential	\$154,280	\$168,700	\$322,980	\$0	\$193.79
35191.2323	2	MOUND HARDWARE	417 W 1st Ave #2A	Residential	\$78,680	\$113,900	\$192,580	\$0	\$115.55
35191.2324	2	MOUND HARDWARE	417 W 1st Ave #2B	Residential	\$54,180	\$78,400	\$132,580	\$0	\$110.00
35191.2325	2	ATCHISON, RON & JANET	417 W 1st Ave #3A	Residential	\$52,500	\$161,800	\$214,300	\$0	\$128.58
35191.2326	2	MOUND HARDWARE	417 W 1st Ave #3B	Residential	\$58,940	\$84,400	\$143,340	\$0	\$110.00
35191.2327	2	PETERSON, PETER	417 W 1st Ave #3C	Residential	\$73,220	\$221,400	\$294,620	\$0	\$176.77
35191.2328	2	MOUND HARDWARE	417 W 1st Ave #3D	Residential	\$64,680	\$93,500	\$158,180	\$0	\$110.00
35191.2329	2	MOUND HARDWARE	417 W 1st Ave #3E	Residential	\$61,880	\$89,600	\$151,480	\$0	\$110.00
35191.2331	2	ELSOM, SAM E & FRANCES J	423 W 1st Ave #120	Residential	\$89,460	\$297,000	\$386,460	\$0	\$215.00
35191.2340	2	PLAN B OFFICE LLC	401 W 1st Ave #A	Residential	\$46,260	\$427,200	\$473,460	\$0	\$215.00
35191.2341	2	PLAN B OFFICE LLC	401 W 1st Ave #B	Residential	\$46,260	\$441,500	\$487,760	\$0	\$215.00
35191.2342	2	EAKINS, LARON J & CAMI JO	401 W 1st Ave #1	Residential	\$143,920	\$407,000	\$550,920	\$0	\$215.00
35191.2343	2	DWYER, MICHAEL P	401 W 1st Ave #2	Residential	\$143,920	\$356,400	\$500,320	\$0	\$215.00
35191.2344	2	PETOSA, JOHN FW & KRISTIN D	401 W 1st Ave #3	Residential	\$143,920	\$697,300	\$841,220	\$0	\$215.00



# Downtown Spokane Improvement District 2024 Property Assessment Roll



35191.2345	2	POTTER, JUDITH C	401 W 1st Ave #4	Residential	\$143,920	\$380,500	\$524,420	\$0	\$215.00
35191.2346	2	LUCAS, PETER M /CHASE, MARCIE	401 W 1st Ave #5	Residential	\$143,920	\$426,600	\$570,520	\$0	\$215.00
35191.2347	2	401 W 1ST AVE, LLC	401 W 1st Ave #6	Residential	\$143,920	\$356,300	\$500,220	\$0	\$215.00
35191.2348	2	MCANALLY, PAUL & KATHRYN	401 W 1st Ave #7	Residential	\$143,920	\$186,500	\$330,420	\$0	\$198.25
35191.2401	2	BLACK ENTERPRISES	107 S HOWARD ST	Private Property	\$746,330	\$6,822,800	\$7,569,130	\$0	\$8,326.04
35191.2403	2	WASHINGTON TRUST BANK	501 W 1ST AVE	Private Property	\$1,459,010	\$1,175,200	\$2,634,210	\$0	\$2,897.63
35191.2505	2	WASHINGTON TRUST BANK	601 W 1ST AVE	Private Property	\$566,310	\$3,388,800	\$3,955,110	\$0	\$4,350.62
35191.2506	2	WASHINGTON TRUST BANK	601 W 1ST AVE	Private Property	\$842,110	\$22,820,000	\$23,662,110	\$0	\$26,028.32
35191.5511	2	EVERGREEN PARKING & WAREHOUSE, LLC	119 S STEVENS ST	Private Property	\$961,350	\$1,859,400	\$2,820,750	\$2,041	\$1,061.64
35191.5521	2	KEMESA LLC	119 S HOWARD ST	Private Property	\$487,980	\$1,443,400	\$1,931,380	\$0	\$2,124.52
35191.5523	2	WASHINGTON TRUST BANK	124 S STEVENS ST	Private Property	\$338,200	\$4,900	\$343,100	\$0	\$377.41
35191.5524	2	WASHINGTON TRUST BANK	118 S STEVENS ST	Private Property	\$251,200	\$3,700	\$254,900	\$0	\$280.39
35191.5525	2	ONE TWO THREE WALL LLC	121 S WALL ST	Private Property	\$146,330	\$200,600	\$346,930	\$0	\$381.62
35191.5526	2	1TWO3 WALL STREET LLC	123 S WALL ST	Private Property	\$250,070	\$898,700	\$1,148,770	\$0	\$1,263.65
35191.6201	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #B1	Private Property	\$18,570	\$88,900	\$107,470	\$0	\$110.00
35191.6202	3	2B PROPERTIES, LLC	9 S Washington Ave #101	Private Property	\$16,810	\$419,800	\$436,610	\$0	\$305.63
35191.6203	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #105	Private Property	\$4,930	\$95,100	\$100,030	\$0	\$110.00
35191.6204	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #107	Private Property	\$3,650	\$74,000	\$77,650	\$0	\$110.00
35191.6205	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #111	Private Property	\$10,960	\$175,700	\$186,660	\$0	\$130.66
35191.6206	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #115	Private Property	\$16,020	\$257,600	\$273,620	\$0	\$191.53
35191.6207	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #120	Private Property	\$3,520	\$72,400	\$75,920	\$0	\$110.00
35191.6208	3	2B PROPERTIES, LLC	9 S Washington Ave #121	Private Property	\$2,820	\$58,400	\$61,220	\$0	\$110.00
35191.6209	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #200	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.6210	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #300	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.6211	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #400	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.6212	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #500	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.6213	3	AM & M HOLDING CO, LLC	9 S Washington Ave #600	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.6214	3	SPOKANE TEACHERS CREDIT UNION	9 S Washington Ave #700	Private Property	\$72,380	\$1,105,900	\$1,178,280	\$0	\$824.80
35191.7001	2	RIDPATH CLUB APARTMENTS LLC	502 W 1st Ave #1	Private Property	\$17,300	\$249,900	\$267,200	\$0	\$293.92
35191.7002	2	RIDPATH CLUB APARTMENTS LLC	502 W 1st Ave #2	Private Property	\$232,600	\$3,375,700	\$3,608,300	\$0	\$3,969.13

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35191.7003	2	RIDPATH CLUB APARTMENTS LLC	502 W 1st Ave #3	Private Property	\$12,600	\$182,700	\$195,300	\$0	\$214.83
35191.7004	2	RIDPATH CLUB APARTMENTS LLC	502 W 1st Ave #4	Private Property	\$3,500	\$50,500	\$54,000	\$0	\$110.00
35191.7005	2	RIDPATH CLUB APARTMENTS LLC	502 W 1st Ave #5	Private Property	\$9,320	\$100	\$9,420	\$0	\$110.00
35191.7101	2	CAO, VAN T & LE, TRANG T	514 W 1st Ave #1	Private Property	\$10,880	\$76,600	\$87,480	\$0	\$110.00
35191.7102	2	CAO, VAN T & LE, TRANG T	514 W 1st Ave #2	Private Property	\$9,640	\$70,900	\$80,540	\$0	\$110.00
35191.7103	2	RIDPATH CLUB APARTMENTS LLC	514 W 1st Ave #3	Private Property	\$4,080	\$18,000	\$22,080	\$0	\$110.00
35191.7104	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #4	Private Property	\$9,440	\$253,400	\$262,840	\$0	\$289.12
35191.7105	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #5	Private Property	\$4,280	\$136,100	\$140,380	\$0	\$154.42
35191.7106	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #6	Private Property	\$4,040	\$128,200	\$132,240	\$0	\$145.46
35191.7107	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #7	Private Property	\$5,560	\$176,500	\$182,060	\$0	\$200.27
35191.7108	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #8	Private Property	\$5,560	\$176,500	\$182,060	\$0	\$200.27
35191.7109	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #9	Private Property	\$2,920	\$92,700	\$95,620	\$0	\$110.00
35191.7110	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #10	Private Property	\$7,880	\$683,400	\$691,280	\$0	\$760.41
35191.7111	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #11	Exempt	\$100	\$0	\$100	\$0	\$0.00
35191.7112	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #12	Exempt	\$100	\$0	\$100	\$0	\$0.00
35191.7113	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #13	Exempt	\$100	\$0	\$100	\$0	\$0.00
35191.7114	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #14	Private Property	\$4,360	\$101,500	\$105,860	\$0	\$116.45
35191.7115	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #15	Private Property	\$19,560	\$430,100	\$449,660	\$0	\$494.63
35191.7116	2	RIDPATH PENTHOUSE, LLC	514 W 1st Ave #16	Private Property	\$6,400	\$100	\$6,500	\$0	\$110.00
35191.7117	2	RIDPATH CLUB APARTMENTS LLC	514 W 1st Ave #17	Exempt	\$480	\$100	\$580	\$0	\$0.00
35191.7120	2	RIDPATH CLUB APARTMENTS LLC	514 W 1st Ave #18	Private Property	\$497,200	\$18,207,900	\$18,705,100	\$0	\$20,575.61
35191.7121	2	RIDPATH CLUB APARTMENTS LLC	514 W 1st Ave #19	Private Property	\$497,200	\$18,207,900	\$18,705,100	\$0	\$20,575.61
35192.0101	3	BUENA VISTA SPOKANE LLC	5 S CEDAR ST	Private Property	\$174,380	\$2,274,120	\$2,448,500	\$0	\$1,713.95
35192.0102	3	BUENA VISTA SPOKANE LLC	11 S CEDAR ST	Private Property	\$174,380	\$1,711,520	\$1,885,900	\$0	\$1,320.13
35192.0107	3	CITY OF SPOKANE	10 S ADAMS ST	Government	\$790,500	\$0	\$790,500	\$0	\$474.30
35192.0112	3	WATTS PROJECT LLC	1318 W 1ST AVE	Private Property	\$790,500	\$861,800	\$1,652,300	\$0	\$1,156.61
35192.0205	3	KHQ INC	1201 W SPRAGUE	Private Property	\$0	\$5,920,500	\$5,920,500	\$0	\$4,144.35
35192.0206	3	COWLES PUBLISHING CO	1228 W 1ST ST	Private Property	\$1,046,250	\$0	\$1,046,250	\$0	\$732.38
35192.0301	3	COWLES REAL ESTATE COMPANY	1125 W SPRAGUE AVE	Private Property	\$674,250	\$316,900	\$991,150	\$0	\$693.81
35192.0302	3	COWLES REAL ESTATE COMPANY	1103 W SPRAGUE AVE	Private Property	\$337,130	\$287,500	\$624,630	\$0	\$437.24
35192.0303	3	COWLES REAL ESTATE COMPANY	1108 W 1ST AVE	Private Property	\$337,130	\$6,000	\$343,130	\$0	\$240.19
35192.0401	2	NEW FOX THEATER LLC	1025 W Sprague Ave	Exempt	\$395,250	\$4,100	\$399,350	\$0	\$0.00
35192.0404	2	NEW FOX THEATER LLC	1001 W SPRAGUE AVE	Exempt	\$1,976,250	\$3,471,500	\$5,447,750	\$0	\$0.00
35192.0507	2	GVD COMMERCIAL PROPERTIES INC	901 W SPRAGUE AVE	Private Property	\$433,500	\$701,300	\$1,134,800	\$0	\$1,248.28
35192.0508	2	WESTERN UNITED LIFE ASSURANCE COMPANY	902 W 1ST AVE	Private Property	\$357,000	\$1,606,500	\$1,963,500	\$0	\$2,159.85
35192.0509	2	WESTERN UNITED LIFE ASSURANCE COMPANY	929 W SPRAGUE AVE	Private Property	\$1,581,000	\$4,060,500	\$5,641,500	\$0	\$6,205.65
35192.0603	2	DVP HISTORIC HOLDINGS, LLC	10 S POST ST	Hotels & Motels	\$2,557,500	\$40,736,700	\$43,294,200	\$0	\$0.00
35192.0708	2	WASH TRUST BANK	717 W SPRAGUE AVE	Private Property	\$2,389,920	\$21,073,300	\$23,463,220	\$0	\$25,809.54
35192.0803	2	PYROTEK INC	705 W 1ST AVE	Private Property	\$869,140	\$4,664,800	\$5,533,940	\$0	\$6,087.33

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35192.0804	2	DVP TOWER HOLDINGS, LLC	111 S POST ST	Hotels & Motels	\$1,161,640	\$36,508,500	\$37,670,140	\$0	\$0.00
35192.0901	2	CITYCENTER, LLC	827 W 1ST AVE STE 315	Private Property	\$593,490	\$2,596,000	\$3,189,490	\$0	\$3,508.44
35192.0902	2	CITYCENTER, LLC	819 W 1ST AVE	Private Property	\$197,830	\$0	\$197,830	\$0	\$217.61
35192.0903	2	51-02302, LLC	817 W 1ST AVE	Private Property	\$494,390	\$10,700	\$505,090	\$0	\$555.60
35192.0907	2	DVP TOWER HOLDINGS, LLC	813 W 1ST AVE	Private Property	\$938,300	\$5,137,600	\$6,075,900	\$0	\$6,683.49
35192.1001	2	BARNETT PROPERTY INVESTMENTS, LLC	927 W 1ST AVE	Private Property	\$225,270	\$3,300	\$228,570	\$0	\$251.43
35192.1002	2	BARNETT PROPERTY INVESTMENTS, LLC	923 W 1ST AVE	Private Property	\$225,240	\$24,300	\$249,540	\$0	\$274.49
35192.1003	2	BARNETT PROPERTY INVESTMENTS, LLC	917 W 1ST AVE	Private Property	\$225,210	\$490,500	\$715,710	\$0	\$787.28
35192.1004	2	BARNETT PROPERTY INVESTMENTS, LLC	911 W 1ST AVE	Private Property	\$225,190	\$438,400	\$663,590	\$0	\$729.95
35192.1005	2	GVD COMMERCIAL PROPERTIES INC	909 W 1ST AVE	Private Property	\$112,580	\$1,047,200	\$1,159,780	\$0	\$1,275.76
35192.1006	2	GVD COMMERCIAL PROPERTIES, INC	901 W 1ST AVE	Exempt	\$337,650	\$1,110,200	\$1,447,850	\$0	\$0.00
35192.1101	2	NEW MADISON, LLC	1021 W 1ST AVE	Private Property	\$451,120	\$5,622,100	\$6,073,220	\$0	\$6,680.54
35192.1102	2	GVD PARTNERS, LP	1017 W 1ST AVE	Private Property	\$225,500	\$1,189,400	\$1,414,900	\$0	\$1,556.39
35192.1103	2	GVD PARTNERS, LP	1011 W 1ST AVE	Private Property	\$233,250	\$6,049,700	\$6,282,950	\$0	\$6,911.25
35192.1104	2	GVD HOSPITALITY MANAGEMENT SERVICES	1001 W 1ST AVE	Hotels & Motels	\$450,830	\$2,621,300	\$3,072,130	\$0	\$0.00
35192.1201	3	KERRY LEASE & ASSOCIATES ETAL	115 S JEFFERSON ST	Private Property	\$225,820	\$1,058,200	\$1,284,020	\$0	\$898.81
35192.1202	3	KERRY LEASE & ASSOCIATES ETAL	1121 W 1ST AVE	Private Property	\$225,790	\$1,003,100	\$1,228,890	\$0	\$860.22
35192.1204	3	TWAIN GL XXVI, LLC	110 S MADISON ST	Hotels & Motels	\$451,390	\$0	\$451,390	\$0	\$0.00
35192.1209	3	1111 WEST 1ST LLC	1111 W 1ST AVE	Private Property	\$348,000	\$2,282,100	\$2,630,100	\$0	\$1,841.07
35192.1210	3	TWAIN GL XXVI, LLC	1118 W RAILROAD ALLEY AVE	Private Property	\$103,500	\$1,500	\$105,000	\$0	\$110.00
35192.1301	3	ADAMS PROJECT LLC	1229 W 1ST AVE	Private Property	\$226,110	\$4,760,800	\$4,986,910	\$0	\$3,490.84
35192.1302	3	MIKALSON, JOFREDA H	1223 W 1ST AVE	Private Property	\$226,080	\$3,800	\$229,880	\$0	\$160.92
35192.1303	3	MIKALSON, JOFREDA H	1217 W 1ST AVE	Private Property	\$226,060	\$577,100	\$803,160	\$0	\$562.21
35192.1304	3	TI INV LLC	1209 W 1ST AVE	Private Property	\$451,990	\$515,400	\$967,390	\$0	\$677.17
35192.1305	3	SPOKANE HOUSING AUTHORITY	108 S JEFFERSON ST	Exempt	\$214,250	\$4,284,750	\$4,499,000	\$0	\$0.00
35192.1401	3	ELDRIDGE BUILDING LLC	1319 W 1ST AVE	Private Property	\$481,750	\$2,267,000	\$2,748,750	\$0	\$1,924.13
35192.1426	3	ELDRIDGE BUILDING LLC	1313 W 1ST AVE	Private Property	\$246,040	\$6,300	\$252,340	\$0	\$176.64
35192.1427	3	1ST AVENUE CHELAN, LLC	1307 W 1ST AVE	Private Property	\$520,320	\$12,447,300	\$12,967,620	\$0	\$9,077.33
35192.5302	2	GVD COMMERCIAL PROPERTIES, INC	123 S POST ST	Hotels & Motels	\$528,550	\$1,964,500	\$2,493,050	\$0	\$0.00
35192.5322	2	CHANDLER BUILDERS, LLC	118 S LINCOLN ST	Private Property	\$212,250	\$641,600	\$853,850	\$0	\$939.24
35192.5323	2	JP SPOKANE VI, LLC	122 S LINCOLN ST	Private Property	\$101,240	\$358,500	\$459,740	\$0	\$505.71
35192.5324	2	121 MONROE, LLC	121 S MONROE ST	Private Property	\$545,490	\$32,100	\$577,590	\$0	\$635.35
35192.5327	3	PACIFIC PAK	124 S JEFFERSON ST	Private Property	\$159,500	\$121,300	\$280,800	\$0	\$196.56
35192.5328	3	PACIFIC PAK	1212 W RAILROAD AVE	Private Property	\$159,500	\$77,200	\$236,700	\$0	\$165.69

# Downtown Spokane Improvement District

## 2024 Property Assessment Roll



35192.5329	3	PACIFIC PAK	1216 W RAILROAD AVE	Private Property	\$159,500	\$151,800	\$311,300	\$0	\$217.91
35192.5330	2	TWIN STACKS INC	121 S LINCOLN ST	Private Property	\$462,410	\$14,500	\$476,910	\$0	\$524.60
35192.5331	2	TWIN STACKS INC	126 S POST ST	Private Property	\$463,710	\$14,500	\$478,210	\$0	\$526.03
35192.5333	3	BARTON PROPERTIES LLC	119 S JEFFERSON ST	Private Property	\$881,650	\$782,900	\$1,664,550	\$0	\$1,165.19
35192.5336	2	WALL STREET STORAGE, LLC	124 S WALL ST	Private Property	\$341,740	\$5,756,200	\$6,097,940	\$0	\$6,707.73
35192.5337	3	ELDRIDGE BUILDING LLC	123 S CEDAR ST	Private Property	\$327,700	\$4,800	\$332,500	\$0	\$232.75
35192.5338	3	REES CREDIT SHELTER TRUST	1221 W RAILROAD ALLEY AVE UNIT 1	Residential	\$76,160	\$501,200	\$577,360	\$0	\$215.00
35192.5339	3	WILLIAMS, MEGAN E / EVERETT, BRENDA A	1221 W RAILROAD ALLEY AVE UNIT 2	Residential	\$76,160	\$284,900	\$361,060	\$0	\$144.42
35192.5340	3	HATLEY, TOBBY W/ HATLEY, F W & J L	1221 W RAILROAD ALLEY AVE UNIT 3	Residential	\$76,160	\$292,500	\$368,660	\$0	\$147.46
35192.5341	3	ELIGSEN, RICHARD & MICHELLE	1221 W RAILROAD ALLEY AVE UNIT 4	Residential	\$76,160	\$662,700	\$738,860	\$0	\$215.00
35192.5342	3	SCOGGINS, ROBERT M & MAREN W	1221 W RAILROAD ALLEY AVE UNIT 5	Residential	\$76,160	\$359,300	\$435,460	\$0	\$174.18
35192.5343	3	CASSIDA, BRENDAN W	1221 W RAILROAD ALLEY AVE UNIT 6	Residential	\$76,160	\$303,100	\$379,260	\$0	\$151.70
35192.5344	3	BOARDMAN, MARY LYNN	1222 W RAILROAD ALLEY AVE UNIT 7	Residential	\$76,160	\$221,300	\$297,460	\$0	\$118.98
35192.5345	3	SHORT, BRYAN C	1222 W RAILROAD ALLEY AVE UNIT 8	Residential	\$76,160	\$441,500	\$517,660	\$0	\$207.06
35192.5346	3	SWEENEY, MORGAN	1222 W RAILROAD ALLEY AVE UNIT 9	Residential	\$76,160	\$445,800	\$521,960	\$0	\$208.78
35192.5347	3	DAVIS, PAUL M & LESLIE S	1222 W RAILROAD ALLEY AVE UNIT 10	Residential	\$76,160	\$713,600	\$789,760	\$0	\$215.00
35192.5348	3	DEARDEN, BRYAN & MICHELLE	1222 W RAILROAD ALLEY AVE UNIT 11	Residential	\$76,160	\$248,500	\$324,660	\$0	\$129.86
35192.5350	2	GVD PARTNERS, LP	121 S MADISON ST	Private Property	\$184,960	\$10,600	\$195,560	\$0	\$215.12
35192.5354	2	ELECTRIC & RAILSIDE LLC	122 S MONROE ST	Private Property	\$232,350	\$928,500	\$1,160,850	\$0	\$1,276.94
35192.5355	2	GVD PARTNERS, LP	1020 W RAILROAD AVE	Private Property	\$203,550	\$12,500	\$216,050	\$0	\$237.66
35192.5357	2	ELECTRIC & RAILSIDE LLC	1012 W RAILROAD AVE	Private Property	\$149,870	\$566,200	\$716,070	\$0	\$787.68
35192.5358	3	1ST AVENUE CHELAN, LLC	116 S ADAMS ST	Private Property	\$454,200	\$37,300	\$491,500	\$0	\$344.05
35192.5901	3	KOLVA, HARRY J / SULLIVAN PATRICIA J	115 S ADAMS ST UNIT 201	Residential	\$51,170	\$503,500	\$554,670	\$0	\$215.00
35192.5902	3	KOLVA-SULLIVAN, L.L.C.	115 S ADAMS ST UNIT 202	Residential	\$51,170	\$225,500	\$276,670	\$0	\$110.67
35192.5903	3	STEWART, JAMES E JR	115 S ADAMS ST UNIT 203	Residential	\$51,170	\$338,300	\$389,470	\$0	\$155.79
35192.5904	3	KOLVA-SULLIVAN, L.L.C.	115 S ADAMS ST UNIT 204	Residential	\$51,170	\$344,900	\$396,070	\$0	\$158.43
35192.5905	3	ARCHIE BRAY FOUNDATION	115 S ADAMS ST UNIT 5	Residential	\$51,170	\$279,300	\$330,470	\$0	\$132.19
35192.5906	3	KOLVA-SULLIVAN, L.L.C.	115 S ADAMS ST UNIT 6	Residential	\$51,170	\$217,900	\$269,070	\$0	\$110.00
35192.5907	3	KOLVA-SULLIVAN, L.L.C.	115 S ADAMS ST UNIT A	Residential	\$39,810	\$44,000	\$83,810	\$0	\$110.00
35192.5908	3	KOLVA-SULLIVAN, L.L.C.	115 S ADAMS ST UNIT B	Residential	\$39,810	\$55,800	\$95,610	\$0	\$110.00

# Downtown Spokane Improvement District 2024 Property Assessment Roll



35192.6001	2	FLANIGAN INVESTMENTS LLC	1016 W RAILROAD AVE UNIT 101	Residential	\$96,200	\$291,600	\$387,800	\$0	\$215.00
35192.6002	2	HOWARD, MARK A	1016 W RAILROAD AVE UNIT 201	Residential	\$69,400	\$321,900	\$391,300	\$0	\$215.00
35192.6003	2	LONGMEIER, BRUCE	1016 W RAILROAD AVE UNIT 202	Residential	\$69,400	\$356,700	\$426,100	\$0	\$215.00
35192.6004	2	PIQUE, HALSTON B/PIQUE, DWYANE B & CINDY	1016 W RAILROAD AVE UNIT 203	Residential	\$69,400	\$316,000	\$385,400	\$0	\$215.00
35192.6005	2	SAILER, RICHARD/FUJIMAKI, JOYCE R	1016 W RAILROAD AVE UNIT 204	Residential	\$69,400	\$350,500	\$419,900	\$0	\$215.00
35192.6006	2	FENSTER, TRUDI KAY & LARRY LEE	1016 W RAILROAD AVE UNIT 301	Residential	\$69,400	\$228,600	\$298,000	\$0	\$178.80
35192.6007	2	HEIMBIGNER, JACOB J / HASWELL, KELLY M	1016 W RAILROAD AVE UNIT 302	Residential	\$69,400	\$284,200	\$353,600	\$0	\$212.16
35192.6008	2	STEWART, JESSICA M	1016 W RAILROAD AVE UNIT 303	Residential	\$69,400	\$215,000	\$284,400	\$0	\$170.64
35192.6009	2	SIDLES, KENNETH & MICHELLE	1016 W RAILROAD AVE UNIT 304	Residential	\$69,400	\$278,000	\$347,400	\$0	\$208.44
35192.6010	2	LOCKETT, MACK	1016 W RAILROAD AVE UNIT 401	Residential	\$69,400	\$216,700	\$286,100	\$0	\$171.66
35192.6011	2	STEELE, JEFF B & CAROLINE L	1016 W RAILROAD AVE UNIT 402	Residential	\$69,400	\$279,600	\$349,000	\$0	\$209.40
35192.6012	2	HANNIGAN, CHRISTOPHER & SARA A	1016 W RAILROAD AVE UNIT 403	Residential	\$69,400	\$217,200	\$286,600	\$0	\$171.96
35192.6013	2	HALL, JOSHUA K & KATE A	1016 W RAILROAD AVE UNIT 404	Residential	\$69,400	\$281,100	\$350,500	\$0	\$210.30
35192.6014	2	ANDREWS, JASON J & JENNIFER B	1016 W RAILROAD AVE UNIT 501	Residential	\$69,400	\$455,200	\$524,600	\$0	\$215.00
35192.6015	2	BENJAMIN MILBRATH REVOCABLE LIVING TRUST	1016 W RAILROAD AVE UNIT 502	Residential	\$69,400	\$463,200	\$532,600	\$0	\$215.00
									\$1,058,643.99

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4813	3B	1 Stop Media	108 N Washington St	#413/414	Office Upper	705	110.00
1869	3C	180 Chiropractic Wellness LLC	201 W North River Dr	#170	Retail Ground	949	151.84
5597	2	1st Ave Coffee	1011 W 1st Ave		Retail Ground	3000	570.00
426	2	24 Taps	825 W Riverside Ave		Retail Ground	4775	907.25
5631	1	312 Productions	510 W Riverside Ave	#500	Office Upper	4536	680.40
240	3A	4 Degrees Real Estate	1209 W 1st Ave		Office Ground	3600	540.00
4506	3A	7 Storms Advertising	1325 W 1st Ave	#206	Office Upper	606	110.00
5865	3A	A Modern Plantsman	110 S Madison St	#A	Retail Ground	1400	224.00
5846	3C	A Place for Rover	835 N Post St	#301	Office Upper	18566	2227.92
55	3C	A&A Construction	621 W Mallon Ave	#509	Office Upper	2257	270.84
4210	3C	A&A Construction	621 W Mallon Ave	#607	Office Upper	838	110.00
4793	2	ABM Parking	601 W Riverside Ave	#420	Office Upper	1267	177.38
4286	2	Ace Furniture / Bolton Bradford LLC	905 W Riverside Ave	#203	Office Upper	195	110.00
136	2	Action Coach	421 W Riverside Ave	#1015	Office Upper	714	110.00
5345	1	AHBL, Inc	601 W Main Ave	#305	Office Upper	3474	521.10
4839	2	AIA Spokane	827 W 1st Ave	#323	Office Upper	342	110.00
5443	3B	Albert Building Apartments	237 W Riverside Ave		Apartments	4	110.00
1218	3C	Alexander York - The Salon & Barbershop	618 N Monroe St		Retail Ground	1225	196.00
2091	1	Allen Fischer PLLC	510 W Riverside Ave	#600	Office Upper	4535	680.25
597	1	Alliant Insurance Services	818 W Riverside Ave	#700	Office Upper	11064	1659.60
4133	1	Alliant Insurance Services	818 W Riverside Ave	#800	Office Upper	11064	1659.60
4235	2	Allied Fire Protection	827 W 1st Ave	#316	Office Upper	290	110.00
12	2	ALSC Architects	203 N Washington St	#400	Office Upper	14707	2058.98
5069	2	Altmeyer Financial Group	111 S Post St	#2240	Office Upper	1240	173.60
1506	2	Amber Fino Photography	905 W Riverside Ave	#401	Office Upper	590	110.00
2189	1	AMC Theatres Riverpark Square 20	808 W Main Ave	#334	Theaters	1586	6026.80
17	2	Ampco Parking	Spokane Falls Blvd & Stevens St		Commercial Parking	151	573.80
3806	2	Ampco Parking	418 W Main Ave		Commercial Parking	60	228.00
212	3B	Anastasi Moore & Martin LLC	9 S Washington St	#600	Office Upper	8600	1032.00
5804	3B	Anastasi Moore & Martin LLC	9 S Washington St	#405	Office Upper	1650	198.00
592	2	Anchored Art	421 W Riverside Ave	#108A	Retail Ground	2757	523.83
1342	2	Anchored Art	421 W Riverside Ave	#702	Retail Upper	877	122.78

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
2190	1	Anderson & Co	814 W Main Ave	#111	Retail Ground	3835	1265.55
5893	3B	Andy Robideaux	108 N Washington St	#B3	Office Basement	575	110.00
1232	3A	Andy's Bar	1401 W 1st Ave		Retail Ground	834	133.44
5538	2	Anfisa LLC	1024 W Railroad Alley		Retail Ground	1810	343.90
4451	3C	Anthony's Homeport at Spokane Falls	510 N Lincoln St		Retail Upper	2038	244.56
4451	3C	Anthony's Homeport at Spokane Falls	510 N Lincoln St		Retail Ground	8632	1381.12
63	1	Anthropologie	885 W Main Ave		Retail Ground	12000	3960.00
5375	2	AON Service Corporation	601 W Riverside Ave	#1620	Office Upper	5590	782.60
1833	1	Apple Inc	710 W Main Ave	#123	Retail Ground	7059	2329.47
5773	1	Arevo Health LLC	518 W Riverside Ave	#225	Office Ground	200	110.00
1277	2	Argia North America / Group Argia	422 W Riverside Ave	#324	Office Upper	702	110.00
118	3C	AristaPoint	621 W Mallon Ave	#301	Retail Upper	1279	153.48
4545	1	Armitage & Thompson PLLC	220 W Main Ave		Office Ground	1531	290.89
5450	2	Arnold Financial Group	421 W Riverside Ave	#970	Office Upper	892	124.88
5078	3C	Aspen Personnel	621 W Mallon Ave	#601	Office Upper	1546	185.52
1520	1	Associated Press	818 W Riverside Ave	#525	Office Upper	1074	161.10
4511	3A	Associates for Health and Wellness	1325 W 1st Ave	#226	Office Upper	1375	165.00
4803	2	AT&T	905 W Riverside Ave	#214A	Office Upper	386	110.00
5442	1	Athleta	808 W Main Ave	#235	Retail Skywalk	3744	1235.52
1231	1	Atticus Coffee and Gifts	222 N Howard St		Retail Ground	2950	973.50
29	2	Auntie's Bookstore	402 W Main Ave	#101	Retail Ground	8159	1550.21
30	3A	Automotive Jobber Supply	125 S Walnut St		Retail Ground	900	144.00
30	3A	Automotive Jobber Supply	125 S Walnut St		Office Ground	16000	2400.00
4111	1	Aveda	808 W Main Ave	#211	Retail Skywalk	1000	330.00
3842	2	Aviat Inc	422 W Riverside Ave	#1414	Office Upper	400	110.00
44	3A	Axon	107 S Cedar St		Retail Ground	2100	336.00
5418	3C	Axtell Law Office PLLC	621 W Mallon Ave	#608	Office Upper	960	115.20
3794	1	Banana Republic	722 W Main Ave	#115	Retail Ground	6519	2151.27
620	2	Bank of America	601 W Riverside Ave		Office Ground	28192	5074.56
5754	2	Bank of America Parking Garage	601 W Riverside Ave		Commercial Parking	392	1489.60
670	1	Bank of Idaho	818 W Riverside Ave	#120	Office Ground	3400	646.00

# Downtown Spokane Improvement District

## 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4368	1	Banner Bank	802 W Riverside Ave	#100	Retail Ground	14633	4828.89
3812	2	Barnett Properties	923 W 1st Ave		Commercial Parking	50	190.00
5498	2	Barrister Winery Tasting Room	203 N Washington St	#100	Retail Ground	480	110.00
4611	2	Basalt Counseling Services	7 S Howard St	#214	Office Upper	405	110.00
2187	1	Bath & Body Works	808 W Main Ave	#203	Retail Skywalk	2400	792.00
131	1	BDO USA LLP	221 N Wall St	#400	Office Upper	9209	1381.35
1250	1	Behavioral Health Practice Services	221 N Wall St	#202	Office Upper	5342	801.30
4423	1	Ben & Jerry's Scoop Shop	808 W Main Ave	#FC-10	Retail Upper	326	110.00
2182	1	Ben Bridge Jeweler	808 W Main Ave	#103	Retail Ground	1475	486.75
5744	2	Bennett, Bigelow & Leedom PS	717 W Sprague Ave	#1202	Office Upper	4088	572.32
3811	2	Berserk Bar	125 S Stevens St	#101	Retail Ground	2556	485.64
532	2	Best Law, PLLC	905 W Riverside Ave	#406	Office Upper	738	103.32
1508	2	Best Law, PLLC	905 W Riverside Ave	#409	Office Upper	1592	222.88
5448	2	Best Law, PLLC	905 W Riverside Ave	#414	Office Upper	245	34.30
4789	3A	Better Directions Counseling	1124 W Riverside Ave	#LL2	Office Upper	1475	177.00
5799	2	Bijou Beauty	827 W 1st Ave	#411	Office Upper	288	110.00
77	3B	Billie Tyler Therapy	9 S Washington St	#420	Office Upper	980	117.60
689	3A	Bird's Eye Tattoo	1325 W 1st Ave	#316	Retail Upper	235	110.00
4415	1	Bistango Martini Lounge	108 N Post St		Retail Ground	996	328.68
5572	3A	Black Horsemen Tattoo	1115 W 1st Ave		Retail Ground	1000	160.00
1997	2	Black Realty Management / Black Commercial	801 W Riverside Ave	#300	Office Upper	8200	1148.00
1998	2	Black Realty Management / Black Commercial	801 W Riverside Ave	#510	Office Upper	1909	267.26
4189	2	Black Realty Management / Black Commercial	801 W Riverside Ave	#400	Office Upper	5200	728.00
747	3B	Blink Lash Boutique	310 W 1st Ave		Retail Ground	1000	160.00
2145	2	Bliss Hair Studio	421 W Riverside Ave	#106	Retail Ground	1139	216.41
654	1	Blissful Blends	530 W Main Ave	#201	Retail Upper	2220	333.00
5061	3B	Blitz Beauty	308 W 1st Ave	#211	Retail Upper	200	110.00
5892	3B	Blue Line-LordStanley	108 N Washington St	#B2	Office Basement	365	110.00
5600	2	Bldv Coffee	601 W Riverside Ave	#A	Retail Ground	300	110.00
4825	1	Body By Michelle	221 N Wall St	#220	Retail Upper	3403	510.45
230	3B	Bohrnsen Stocker Smith Luciani Adamson PLLC	312 W Sprague Ave		Office Upper	712	110.00



# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
465	3B	Boiada Brazilian Grill	245 W Spokane Falls Blvd		Retail Ground	7200	1152.00
1839	1	Boo Radley's	232 N Howard St		Retail Ground	1673	552.09
452	3C	Boom Creative	621 W Mallon Ave	#603	Office Upper	1156	138.72
5083	3C	BPAS	201 W North River Dr	#610	Office Upper	2517	302.04
1336	2	Brad Williams PS	421 W Riverside Ave	#512	Office Upper	658	110.00
387	3A	Break Through Inc	1124 W Riverside Ave	#200	Office Upper	1462	175.44
5620	2	Breeze Kenny	601 W Riverside Ave	#B2	Retail Basement	2054	287.56
708	2	Brews Brothers Espresso Lounge	734 W Sprague Ave		Retail Ground	1026	194.94
1212	2	Brews Brothers Espresso Lounge	601 W 1st Ave		Retail Ground	1000	190.00
748	3A	Brick West Brewing Co	1318 W 1st Ave		Retail Ground	6600	1056.00
4805	2	Brito-Melo Counseling	905 W Riverside Ave	#302	Office Upper	488	110.00
5065	2	Brock Law Firm	111 S Post St	#2275	Office Upper	1883	263.62
5067	2	Brock Law Firm	111 S Post St	#2280	Office Upper	1883	263.62
2229	2	Brooklyn Deli & Lounge	1001 W 1st Ave		Retail Ground	3900	741.00
2152	1	Bruchi's	707 W Main Ave	#A1	Retail Ground	1803	594.99
1223	2	Bruttles Gourmet Candy	828 W Sprague Ave	#103	Retail Ground	1362	258.78
61	3A	Buena Vista Apts	11 S Cedar St		Apartments	41	186.96
1519	1	Caliber Home Loans Inc	818 W Riverside Ave	#520	Office Upper	2870	430.50
215	2	Cameron Sutherland, PLLC	421 W Riverside Ave	#660	Office Upper	1212	169.68
2168	3C	Canopy Credit Union	601 W Mallon Ave		Office Ground	12828	1924.20
1199	1	Carhartt	530 W Main Ave		Retail Ground	3600	1188.00
4671	2	Carlisle + Byers PLLC	421 W Riverside Ave	#975	Office Upper	1484	207.76
297	3A	Carnegie Nail Design	1317 W 1st Ave		Retail Ground	501	110.00
615	2	Casey Law Office PS	421 W Riverside Ave	#1030	Office Upper	1970	275.80
4349	3C	Cashmere	621 W Mallon Ave	#303/304	Retail Upper	1851	222.12
5770	3A	Cathedral of Our Lady of Lourdes	1115 W Riverside Ave		Exempt	26992	0.00
5633	3C	CCB-NWC, LLC	201 W North River Dr	#110	Office Ground	3751	562.65
5532	3B	Cease & Desist Book Club	108 N Washington St	#100	Retail Ground	1187	189.92
206	3C	Cedar Coffee	701 N Monroe St		Retail Ground	1208	193.28
283	3C	Centennial Hotel	303 W North River Dr		Hotels & Motels	402	12228.84
5529	2	Centennial Real Estate	999 W Riverside Ave	#6th Flr	Office Upper	7394	1035.16

# Downtown Spokane Improvement District

## 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5699	2	Centennial Real Estate Investments - Expanded	999 W Riverside Ave	#6th Flr	Office Upper	3222	451.08
646	2	Central Court Reporting & Video	421 W Riverside Ave	#1010	Office Upper	940	131.60
3803	3B	Central Parking	220 W Main Ave		Commercial Parking	52	158.08
549	3C	Century 21	101 W North River Dr		Office Ground	9234	1385.10
728	1	CenturyLink	601 W Main Ave	#500	Office Upper	5147	772.05
1292	2	CenturyLink	422 W Riverside Ave	#1503	Office Upper	662	110.00
3834	2	CenturyLink	422 W Riverside Ave	#1510	Office Upper	215	110.00
5900	3B	Cephei Consulting	108 N Washington St	#420	Office Upper	193	110.00
644	2	Chair Six Financial Planning PLLC	905 W Riverside Ave	#201	Office Upper	563	110.00
4662	3C	Chan's Noodle House	621 W Mallon Ave	#305	Retail Ground	678	110.00
5219	1	Chapter & Verse	111 N Post St	#400	Office Upper	7042	1056.30
5289	1	Charles Schwab	818 W Riverside Ave	#150	Office Ground	3718	706.42
1171	3C	Chateau Rive	621 W Mallon Ave	#308	Retail Ground	878	140.48
4350	3C	Chateau Rive	621 W Mallon Ave	#100	Retail Ground	5215	834.40
295	2	Chicken-N-Mo: Southern Style Cookin'	414 1/2 W Sprague Ave		Retail Ground	789	149.91
2180	1	Chico's	808 W Main Ave	#101	Retail Ground	3729	1230.57
3823	3B	Chili's Bar & Grill	207 W Spokane Falls Blvd		Retail Ground	5417	866.72
5855	3B	Chili's Bar & Grill - Parking	207 W Spokane Falls Blvd		Commercial Parking	50	152.00
4509	3A	Chris Bradley	1325 W 1st Ave	#216	Office Upper	243	110.00
328	2	Chris Olson	123 S Wall St		Office Upper	1711	239.54
4550	3C	Christy Branson, Artist	626 N Monroe St		Retail Ground	1225	196.00
1845	2	Chronicle Building Apartments	926 W Sprague Ave		Apartments	40	212.80
4358	1	Chucherias and Snowcones	808 W Main Ave	#FC-8	Retail Upper	802	120.30
1448	2	Clearwater Paper Corp	601 W Riverside Ave	#1000	Office Upper	15856	2219.84
4129	2	Clearwater Paper Corp	601 W Riverside Ave	#1100	Office Upper	15856	2219.84
5374	2	Clearwater Paper Corp	601 W Riverside Ave	#1210	Office Upper	6175	864.50
125	2	CliftonLarsonAllen LLP	601 W Riverside Ave	#1950	Office Upper	10339	1447.46
96	3C	Clinkerdagger	621 W Mallon Ave	#404	Retail Ground	8262	1321.92
123	3C	Clinkerdagger	621 W Mallon Ave	#401	Retail Ground	707	113.12
5660	3C	Clinkerdagger	621 W Mallon Ave	#201	Retail Ground	407	110.00
346	3B	CMC Tire Inc	9 S Washington St	#301	Office Upper	2937	352.44

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
558	3B	CMC Tire Inc	9 S Washington St	#201	Office Upper	1865	223.80
5871	2	CoBank	601 W Riverside Ave	#650	Office Upper	2930	410.20
480	2	Cochinito Taqueria	10 N Post St	#14	Retail Ground	4780	908.20
100	1	Coeur d'Alene Plaza Apartments	228 N Howard St	#300	Apartments	64	389.76
320	1	Coffman Engineers	221 N Wall St	#500	Office Upper	19374	2906.10
5895	1	Coffman Engineers	221 N Wall St	#610	Office Upper	8957	1343.55
761	2	Collabra Technology	505 W Riverside Ave	#300	Office Upper	7173	1004.22
437	1	CollinsWoerman	502 W Riverside Ave	#200	Office Upper	2815	422.25
5170	2	Colormatics	1011 W Railroad Ave	#100	Retail Ground	1629	309.51
1381	3C	Comcast Spotlight	621 W Mallon Ave	#200	Office Upper	5743	689.16
1500	2	Community Frameworks	905 W Riverside Ave	#103	Exempt	2715	0.00
4434	3B	Confluence Law	108 N Washington St	#421/422	Office Upper	501	110.00
696	2	Conlin, Maloney & Miller	421 W Riverside Ave	#911	Office Upper	1152	161.28
5909	2	Contract Design	1 N Monroe St	#100	Office Ground	16006	2881.08
1531	3C	Corvel Healthcare Corp	201 W North River Dr	#375	Office Upper	923	110.76
4311	2	Cougar Crest Estate Winery	8 N Post St	#6	Retail Ground	1260	239.40
1412	2	Counseling Centers of Spokane	422 W Riverside Ave	#518	Office Upper	4654	651.56
2078	2	Counseling Centers of Spokane	422 W Riverside Ave	#500	Office Upper	1270	177.80
4668	2	Counter Column Accounting	827 W 1st Ave	#420	Office Upper	588	110.00
5352	3C	Country Financial	201 W North River Dr	#605	Office Upper	4446	533.52
5525	2	Cowles Company - Corporate	999 W Riverside Ave	#600	Office Upper	9538	1335.32
5527	2	Cowles Publishing - Circulation & Advertising	999 W Riverside Ave	#510	Office Upper	4500	630.00
5518	2	Cowles Publishing - Editorial	999 W Riverside Ave	#400	Office Upper	16521	2312.94
5519	2	Cowles Publishing - IT	999 W Riverside Ave	#515	Office Upper	4955	693.70
117	2	Cowles Publishing Co - Parking	1010 W Sprague Ave		Commercial Parking	276	1048.80
4185	3A	Cowles Publishing Parking Garage	1102 W Sprague Ave		Commercial Parking	210	638.40
5602	1	Cowles Ventures, LLC	809 W Main Ave	#100	Office Ground	5448	1035.12
706	1	Crafted Beauty (RMB Holdings)	510 W Riverside Ave	#100	Retail Ground	5788	1910.04
1522	1	Craig Clifford	818 W Riverside Ave	#660	Office Upper	1160	174.00
510	2	Crave	401 W Riverside Ave	#101	Retail Ground	1965	373.35
1537	2	Cross Country Mortgage LLC	601 W Riverside Ave	#1310	Office Upper	1017	142.38

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5151	1	Crouse Family Law	601 W Main Ave	#1100	Office Upper	11300	1695.00
126	3B	Cruz Custom Boots	209 W Main Ave		Retail Ground	120	110.00
5800	2	Curate the Firm	905 W Riverside Ave	#312	Office Upper	1570	219.80
1180	2	Cutting Edge Communications	422 W Riverside Ave	#1508/150	Office Upper	447	110.00
2223	2	Cutting Edge Communications	422 W Riverside Ave	#516	Office Upper	1380	193.20
1343	2	Cynthia Schwartz PS	421 W Riverside Ave	#720	Office Upper	1246	174.44
624	1	D. A. Davidson	601 W Main Ave	#1300	Office Upper	9000	1350.00
57	2	Daily Grind Downtown	421 W Riverside Ave	#207	Retail Skywalk	840	159.60
1805	2	Daily Grind Downtown (Office)	421 W Riverside Ave	#260	Office Upper	423	110.00
2227	1	Daily Habit Espresso	601 W Main Ave	#814	Office Upper	1059	158.85
347	2	Daley Management	421 W Riverside Ave	#470	Office Upper	700	110.00
5363	3B	Dan Murphy Advisors	9 S Washington St	#211	Office Upper	700	110.00
137	3B	Dania Furniture	319 W Riverside Ave		Retail Ground	55000	8800.00
1864	3A	Darin Winkler	1325 W 1st Ave	#318	Office Upper	330	110.00
5495	3B	Davenport Grand Hotel	333 W Spokane Falls Blvd		Hotels & Motels	716	21780.72
5501	3B	Davenport Grand Hotel Parking Garage	334 W Main Ave	#1	Commercial Parking	570	1732.80
4221	2	Davenport Historic Hotel	10 S Post St		Hotels & Motels	284	8639.28
5361	2	Davenport Tower	111 S Post St		Hotels & Motels	328	9977.76
1912	1	David Consulting Group	601 W Main Ave	#617	Office Upper	1582	237.30
5859	3C	David's Pizza	803 W Mallon Ave		Retail Ground	6000	960.00
4219	2	Davis' Watch-Clock-Jewelry Repair	7 S Stevens St		Retail Ground	1645	312.55
152	1	Delay, Curran, Thompson & Pontarolo	601 W Main Ave	#1212	Office Upper	2936	440.40
251	3A	Dellwo Roberts & Scanlon PS	1124 W Riverside Ave	#310	Office Upper	1870	224.40
4255	2	Denim Salon	827 W 1st Ave	#307	Retail Upper	594	110.00
4676	2	Department of Services for the Blind	421 W Riverside Ave	#830	Exempt	2840	0.00
4576	3B	Depth Psychology Services	108 N Washington St	#407/408	Office Upper	409	110.00
4556	3B	Dermatherapie Skin Spa	108 N Washington St	#202	Retail Upper	1256	150.72
3813	2	Design for the PPL	125 S Stevens St	#201	Office Upper	4871	681.94
5762	2	Design for the PPL	125 S Stevens St	#102	Retail Ground	1035	196.65
1511	2	Design West Architects	905 W Riverside Ave	#605	Office Upper	2529	354.06
4810	2	Design West Architects	905 W Riverside Ave	#608	Office Upper	0	0.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5605	2	Design West Architects	905 W Riverside Ave	#607	Office Upper	0	0.00
4669	3B	DH Communications	315 W Riverside Ave	#200	Office Upper	5484	658.08
18	3B	Diamond Parking	311 W Main Ave		Commercial Parking	101	307.04
164	3C	Diamond Parking	709/711 N Lincoln St		Commercial Parking	130	395.20
1161	2	Diamond Parking	416 W Riverside Ave		Commercial Parking	33	125.40
1162	2	Diamond Parking	331 W Riverside Ave		Commercial Parking	119	452.20
1163	2	Diamond Parking	422 W Sprague Ave		Commercial Parking	25	110.00
3805	3B	Diamond Parking	247 W Main Ave		Commercial Parking	48	145.92
3808	2	Diamond Parking	Sprague Ave & Washington St		Commercial Parking	121	459.80
5780	3C	Diamond Parking - Wonder Parking Garage	835 N Post St		Commercial Parking	396	1203.84
159	3B	Diamond Parking 2220	235 W Spokane Falls Blvd		Commercial Parking	190	577.60
1356	2	Diamond Parking Services LLC	421 W Riverside Ave	#1250	Office Upper	2979	417.06
5851	3C	Diamond Parking Services LLC	967 W Mallon Ave		Commercial Parking	31	110.00
5852	3C	Diamond Parking Services LLC	908 W Broadway Ave		Commercial Parking	51	155.04
4256	2	Diana Rudnev	827 W 1st Ave	#309	Office Upper	297	110.00
4308	2	DiNenna & Associates	421 W Riverside Ave	#400	Office Upper	1861	260.54
4399	3A	DMC Properties	1325 W 1st Ave	#210	Office Upper	1173	140.76
316	3A	Do It With Soul	112 S Cedar St		Retail Ground	1800	288.00
173	2	Domini Sandwiches Inc	703 W Sprague Ave		Retail Ground	1852	351.88
2060	3B	Doubletree by Hilton Hotel	322 N Spokane Falls Ct		Hotels & Motels	367	11164.14
2062	3B	Doubletree by Hilton Hotel - Parking	334 W Spokane Falls Blvd		Commercial Parking	285	866.40
5302	2	Douglas Eden, PS	717 W Sprague Ave	#1500	Office Upper	11130	1558.20
1316	2	Douglas Kenoyer	421 W Riverside Ave	#802	Office Upper	1057	147.98
5910	1	Downtown Spokane Partnership	818 W Riverside Ave	#110	Office Ground	793	150.67
2149	1	Downtown Spokane Police Precinct	111 N Wall St	Floor 1 -#1	Exempt	7968	0.00
5887	3B	Dr. C Dental/Hans Solo Support Services	108 N Washington St	#305	Office Upper	1756	210.72
1542	2	Dr. Matt Bahr - Gonzaga University	125 S Stevens St	#301	Office Upper	4871	681.94
194	3C	Dresden Apartments	707 N Monroe St		Apartments	28	127.68
2202	2	Dry Fly Distilling	1021 W Riverside Ave		Manufacturing	16390	2294.60
1166	1	Dunn & Black PS	111 N Post St	#300	Office Upper	8595	1289.25
5540	2	Durkin's Liquor Bar	415 W Main Ave	#102	Retail Ground	3818	725.42

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4241	1	EAM Investors, Inc.	601 W Main Ave	#802	Office Upper	1351	202.65
5776	2	Eastern WA Attorney Services	421 W Riverside Ave	#772	Office Upper	435	110.00
1993	2	Echo Annex	1025 W 1st Ave		Retail Ground	715	135.85
301	2	Echo Boutique	1033 W 1st Ave		Retail Ground	1940	368.60
1509	2	ECW Beauty	905 W Riverside Ave	#501	Office Upper	1044	146.16
5451	3C	Edward D. Jones & Co	111 W North River Dr	#201	Office Ground	1544	231.60
4424	3C	Edward D. Jones & Co LP	201 W North River Dr	#440	Office Upper	991	118.92
469	3A	Edwidge Apartments	1227 W Riverside Dr		Apartments	15	110.00
2034	3C	Edwin D. Robins, M.D., P.S.	201 W North River Dr	#100	Office Ground	5557	833.55
4689	1	Egnyte	530 W Main Ave	#204/#304	Office Upper	8551	1282.65
5512	2	Eide Bailly LLP	999 W Riverside Ave	#200	Office Upper	16726	2341.64
5582	2	Eide Bailly LLP	999 W Riverside Ave	#101	Office Ground	7510	1351.80
652	2	Elev8 Entertainment	417 W 1st Ave	#1B	Office Ground	3415	614.70
390	3A	Elevar	1407 W 1st Ave		Retail Ground	1496	239.36
5108	2	Elite Training & Wellness	601 W Riverside Ave	#B2	Retail Basement	2054	287.56
1305	2	Elizabeth Ziegler, PhD	421 W Riverside Ave	#315	Office Upper	1241	173.74
20	2	Elkay Interior Systems	421 W Riverside Ave	#902	Office Upper	1218	170.52
571	2	Ellen M. Hendrick PLLC	905 W Riverside Ave	#601	Office Upper	1131	158.34
5141	2	Elzey Starry LLC	111 S Post St	#2270	Office Upper	1172	164.08
5336	2	Embers of Empowerment	421 W Riverside Ave	#312	Office Upper	624	110.00
4258	2	Emir Hujdurovic	827 W 1st Ave	#317	Office Upper	290	110.00
778	2	Emma Rue's	17 S Howard St		Retail Ground	1754	333.26
5767	3A	Empire Health Foundation Philanthropy Center	1020 W Riverside Ave		Exempt	7900	0.00
4146	2	Empower Aesthetics	525 W Sprague Ave		Retail Ground	3130	594.70
310	1	Entropy	101 N Stevens St		Office Ground	928	176.32
4553	3B	Eowen S Rosentrater Law Office	108 N Washington St	#302	Office Upper	1776	213.12
5316	3B	Eric Smith	108 N Washington St	#406A/406	Office Upper	406	110.00
214	2	Ericksons Eyes	421 W Riverside Ave	#770	Office Upper	1293	181.02
4510	3A	Erika Klossner Counseling	1325 W 1st Ave	#218	Office Upper	245	110.00
531	1	ESDI Corp	707 W Main Ave	#B1	Office Skywalk	13326	2531.94
5879	3C	ESR Market Hall (Bosco)	835 N Post St		Retail Ground	500	110.00

# Downtown Spokane Improvement District

## 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4958	1	Etter, McMahon, Lamberson, Van Wert & Oreskovi	618 W Riverside Ave	#210	Office Upper	7751	1162.65
221	2	Europa Restaurant & Bakery	125 S Wall St		Retail Ground	6742	1280.98
5857	3C	Evans Brothers Coffee	835 N Post St		Retail Ground	500	110.00
223	1	Evans, Craven & Lackie PS	818 W Riverside Ave	#250	Office Upper	9613	1441.95
533	3C	Evergreen Elder Law	621 W Mallon Ave	#306	Office Upper	2497	299.64
4660	3C	Evergreen Elder Law	621 W Mallon Ave	#300	Office Upper	664	79.68
5876	1	Evergreen Elder Law	818 W Riverside Ave	#510	Office Upper	3681	552.15
25	3B	Express Employment Professionals	331 W Main Ave		Office Upper	276	110.00
25	3B	Express Employment Professionals	331 W Main Ave		Office Ground	1200	180.00
5232	2	Facets of the Heart	905 W Riverside Ave	#214	Office Upper	265	110.00
4109	1	Fan Suite	808 W Main Ave	#301	Retail Upper	1060	159.00
4503	2	FanGamer LLC	827 W 1st Ave	#416	Office Upper	291	110.00
5522	3C	Farrell Law Office	921 W Broadway Ave	#301	Office Upper	850	110.00
3844	3B	FedEx Office Print & Ship Center	259 W Spokane Falls Blvd		Retail Ground	4953	792.48
1198	1	Fellowship Financial Planning	502 W Riverside Ave	#203	Retail Skywalk	950	313.50
1375	1	Fellowship Financial Planning	502 W Riverside Ave	#201	Office Upper	1891	283.65
5877	2	Feltman Ewing PS	421 W Riverside Ave	#1200	Office Upper	3317	464.38
59	2	Fete - A Nectar Co	120 N Stevens St		Retail Ground	2700	513.00
1217	3C	FinnBoy Records, Books & Curio	620 N Monroe St		Retail Ground	3750	600.00
5057	3B	First Avenue Therapy	308 W 1st Ave	#308	Office Upper	120	110.00
1793	1	First Choice Health Network	221 N Wall St	#310	Office Upper	5935	890.25
68	2	First Interstate Bank	421 W Riverside Ave	#1100	Office Upper	21366	2991.24
330	2	First Interstate Bank	421 W Riverside Ave	#113	Retail Ground	16672	3167.68
5434	3B	First Interstate Center for Arts	334 W Spokane Falls Blvd		Exempt	0	0.00
5823	1	Flatstick Pub Spokane	618 W Main Ave	#101	Retail Ground	9971	3290.43
5425	2	Floyd & Kane PLLC	421 W Riverside Ave	#665	Office Upper	1965	275.10
5068	2	Forster Financial	111 S Post St	#2285	Office Upper	1066	149.24
4959	1	Foster Pepper PLLC	618 W Riverside Ave	#300	Office Upper	15370	2305.50
4570	1	Francesca's Operations Inc	808 W Main Ave	#245	Retail Skywalk	1208	398.64
5533	1	Free People	865 W Main Ave		Retail Ground	4504	1486.32
5749	2	Friends of the Bing / Bing Crosby Theater	901 W Sprague Ave		Exempt	756	0.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4251	3A	Fringe & Fray	1325 W 1st Ave	#102	Retail Ground	1800	288.00
5821	1	From Here	808 W Main Ave	#251	Retail Upper	4178	626.70
5883	2	FSI Engineering	505 W Riverside Ave	#440	Office Upper	1395	195.30
1796	1	Fusion Architecture PLLC	221 N Wall St	#345	Office Upper	1062	159.30
5084	3C	Futureai.Guru Inc	201 W North River Dr	#615	Office Upper	1662	199.44
5894	1	Gallagher Benefit Services	221 N Wall St	#200	Office Upper	5805	870.75
4802	2	Galloway Architecture	905 W Riverside Ave	#210	Office Upper	430	110.00
1880	3B	Gamers Arcade Bar	321 W Sprague Ave		Retail Ground	1094	175.04
1778	2	Gander & Ryegrass	404 W Main Ave	#103	Retail Ground	2762	524.78
5774	1	Gantry Inc	518 W Riverside Ave	#205	Office Upper	300	110.00
2188	1	GAP/Gap Kids	808 W Main Ave	#231	Retail Skywalk	8790	2900.70
5907	2	Garda CL West Inc	601 W Riverside Ave	#B100	Office Basement	4792	670.88
2156	2	Garland Resale Boutique	11 S Howard St		Retail Ground	1208	229.52
4542	2	General Services Administration	801 W Riverside Ave	#444	Exempt	3000	0.00
5531	1	GESA Credit Union	618 W Riverside Ave	#101	Retail Ground	7592	2505.36
1806	2	Gilbert Law Firm PS	421 W Riverside Ave	#353	Office Upper	1892	264.88
4223	2	Gilded Unicorn	110 S Monroe St		Retail Ground	2100	399.00
5590	2	Giving Back Packs	827 W 1st Ave	#220	Exempt	1176	0.00
277	3B	Glen Dow Hair Academy	309 W Riverside Ave		Retail Ground	7151	1144.16
5353	1	Glow Children Early Learning Center	718 W Riverside Ave	#300	Exempt	6861	0.00
5364	3B	GLR Engineers PLLC	9 S Washington St	#213	Office Upper	1926	231.12
3793	1	Go Wireless (Verizon)	808 W Main Ave	#212	Retail Skywalk	2891	954.03
1320	2	Gobel Law Office PLLC	421 W Riverside Ave	#908	Office Upper	1059	148.26
5698	2	Gold Reserve Inc	999 W Riverside Ave	#401	Office Upper	5100	714.00
281	3C	Golden Rule Brake Service	625 N Monroe St		Retail Ground	1856	296.96
292	1	Goodale & Barbieri Company	818 W Riverside Ave	#300	Office Upper	5827	874.05
4640	1	Good-Dilla, LLC	808 W Main Ave	#FC-3	Retail Upper	973	145.95
286	2	Goodyear Shoe Repair	414 W Sprague Ave		Retail Ground	840	159.60
1314	2	Gordan, Tilden, Thomas & Cordell	421 W Riverside Ave	#670	Office Upper	637	110.00
1299	2	Gordon Rees Scully Mansukhani	421 W Riverside Ave	#1555	Office Upper	1561	218.54
629	3A	Grand Coulee Apartments	106 S Cedar St		Apartments	20	110.00



# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4555	3B	Great House Design	108 N Washington St	#402/403	Office Upper	537	110.00
578	2	Greater Spokane Incorporated	801 W Riverside Ave	#200	Office Upper	8200	1148.00
4127	2	Greater Spokane Incorporated	801 W Riverside Ave	#100	Office Ground	8200	1476.00
3847	2	Greg Thomas Consulting	905 W Riverside Ave	#407	Office Upper	434	110.00
177	2	Gregory J Workland	421 W Riverside Ave	#673	Office Upper	451	110.00
1876	3C	Gregory S Morrison Attorney	921 W Broadway Ave	#302	Office Upper	350	110.00
664	1	GreyStar	510 W Riverside Ave	#200	Office Upper	2647	397.05
2194	2	Griffiths, Dreher & Evans PS CPAs	906 W Sprague Ave		Office Ground	4000	720.00
5802	3C	Guardian Mortgage	835 N Post St	#202	Office Upper	3229	387.48
155	2	GVD Commercial Properties	909 W 1st Ave	#B	Office Upper	2000	280.00
537	2	Hahn Law	421 W Riverside Ave	#717	Office Upper	791	110.74
685	3B	Hale Lofts	227 W Riverside Ave		Apartments	12	110.00
3824	2	Haley & Aldrich Inc	505 W Riverside Ave	#205	Office Upper	1763	246.82
5890	3B	Harry Rosenkrantz	108 N Washington St	#409/410	Office Upper	351	110.00
4143	3B	Hawkins Edwards	225 W Main Ave	#200	Office Upper	3000	360.00
766	2	Hawley Troxell	422 W Riverside Ave	#1100	Office Upper	10967	1535.38
5359	2	Hawley Troxell	422 W Riverside Ave	#1000	Office Upper	10967	1535.38
5721	2	Hawley Troxell	422 W Riverside Ave	#900	Office Upper	3053	427.42
596	2	Hayward Law	905 W Riverside Ave	#505	Office Upper	248	110.00
5845	3C	HDR Engineering	835 N Post St	#101	Office Ground	10354	1553.10
415	2	Heartbreaker Tattoo and Artist Co-op	830 W Sprague Ave	#101	Retail Ground	1895	360.05
4138	2	Helix Tasting Room	824 W Sprague Ave	#102	Retail Ground	2343	445.17
4214	2	Heritage Bar & Kitchen	122 S Monroe St		Retail Ground	1380	262.20
312	3B	High Nooner	237 W Riverside Ave		Retail Ground	2500	400.00
479	1	Hill International	818 W Riverside Ave	#400	Office Upper	3680	552.00
5752	2	Historic Davenport Hotel Parking Garage	813 W 1st Ave		Commercial Parking	700	2660.00
40	1	Hi-Tek Nails	707 W Main Ave	#B7	Retail Skywalk	1921	633.93
436	2	HMA	601 W 1st Ave	#1000	Office Upper	9205	1288.70
1529	3C	HomeBridge	201 W North River Dr	#600	Office Upper	4906	588.72
5085	3C	HomeStreet Bank	201 W North River Dr	#620	Office Upper	2170	260.40
1502	2	Horizon Housing Alliance	905 W Riverside Ave	#202	Office Upper	483	110.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5860	3A	Hotel Indigo	110 S Madison St		Hotels & Motels	112	3407.04
364	2	Hotel Lusso	808 W Sprague Ave		Hotels & Motels	48	1460.16
700	2	Hotel Ruby	901 W 1st Ave		Hotels & Motels	36	1095.12
5664	3B	House Representative Jeff Holy	9 S Washington St	#302	Exempt	500	0.00
1310	2	HSSA of Spokane County	421 W Riverside Ave	#661	Office Upper	610	110.00
5805	3C	HUB International	835 N Post St	#250A	Office Upper	1947	233.64
5848	3C	HUB International	835 N Post St	#203	Office Upper	14540	1744.80
245	2	Hughes & Nelson	505 W Riverside Ave	#600	Office Upper	7176	1004.64
424	2	Humble Abode Brewing	926 W Sprague Ave	#101	Retail Ground	3550	674.50
5103	3B	Hunt	225 W Riverside Ave	#C	Retail Basement	1860	223.20
515	3C	IFIOC	621 W Mallon Ave	#600	Office Upper	3578	429.36
517	2	Ignitium	601 W Riverside Ave	#1700	Office Upper	11215	1570.10
5074	2	Ignitium	601 W Riverside Ave	#1550	Office Upper	2569	359.66
5376	2	Ignitium	601 W Riverside Ave	#1740	Office Upper	864	120.96
4417	3B	Imortel Spa and Agility Massage	227 W Riverside Ave	#A	Retail Ground	1200	192.00
4518	3C	Imperial PFS	201 W North River Dr	#301	Office Upper	2396	287.52
3880	1	Indaba Coffee Roasters	518 W Riverside Ave		Retail Ground	1200	396.00
396	3C	Indy's Barbershop	711 N Monroe St		Retail Ground	1200	192.00
5343	3B	Infinity Fitness	201 W Riverside Ave	#203	Retail Upper	1400	168.00
2193	2	Inland Mortgage	910 W Sprague Ave		Office Ground	4000	720.00
632	1	Inland Wellness	510 W Riverside Ave	#206	Office Upper	2007	301.05
129	1	Innovia Foundation	818 W Riverside Ave	#650	Exempt	9844	0.00
5347	1	Insangu LLC	601 W Main Ave	#818	Office Upper	1551	232.65
4529	3B	Inspire Insurance	308 W 1st Ave	#210	Office Upper	150	110.00
334	3A	Integrus Architecture	10 S Cedar St		Office Upper	7510	901.20
334	3A	Integrus Architecture	10 S Cedar St		Office Ground	8333	1249.95
5621	2	Intentional Hypnosis LLC	827 W 1st Ave	#203	Retail Upper	288	110.00
2154	1	International Raw Materials Ltd	221 N Wall St	#320	Office Upper	3450	517.50
4194	3A	IRE LLC	110 S Cedar St		Retail Ground	1301	208.16
586	3C	Iron & Gold Tattoo	705 N Monroe St		Retail Ground	1482	237.12
401	3B	Italian Kitchen	113 N Bernard St		Retail Ground	2200	352.00

# Downtown Spokane Improvement District

## 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4373	1	J Jill	808 W Main Ave	#107	Retail Ground	3000	990.00
5481	2	Jaazz Hairdressing Group	421 W Main Ave	#102	Retail Ground	2629	499.51
114	2	Jacobs	999 W Riverside Ave	#500	Office Upper	6222	871.08
5598	3B	Jaime Denise Photography	201 W Riverside Ave	#303	Retail Upper	900	110.00
1413	2	James Spurgetis	422 W Riverside Ave	#620	Office Upper	3425	479.50
5285	3A	Jamie Seiler LMP	1325 W 1st Ave	#200	Retail Upper	1094	131.28
1789	1	Jimmy John's Gourmet Sandwiches	601 W Main Ave	#102	Retail Ground	1550	511.50
355	2	Jimmy Z's Gastropub & Red Room Lounge	521 W Sprague Ave		Retail Ground	5639	1071.41
1194	2	Joe's Mini Market	701 W Riverside Ave	#D	Retail Ground	772	146.68
4200	2	John O'Neill	827 W 1st Ave	#210	Office Upper	299	110.00
4563	3C	John Rovtar Design Studio	921 W Broadway Ave	#203	Office Upper	750	110.00
5133	3A	John T McCarthy LLC	1124 W Riverside Ave	#305	Office Upper	520	110.00
4204	2	Johnson Barrow, Inc.	801 W Riverside Ave	#512	Office Upper	2567	359.38
1377	2	Johnson Law Firm (also 216)	421 W Riverside Ave	#220	Office Upper	3452	483.28
179	2	Johnson Law Firm (also 220)	421 W Riverside Ave	#216	Office Upper	2400	336.00
172	1	Johnson's Custom Jewelry Inc.	516 W Riverside Ave		Retail Ground	3400	1122.00
4806	2	Jonathan Ryan PsyD	905 W Riverside Ave	#303	Office Upper	195	110.00
1505	2	Jonny Love LLC	905 W Riverside Ave	#301	Office Upper	595	110.00
4395	2	Jordan Crogan	827 W 1st Ave	#320	Office Upper	562	110.00
5277	3B	Josefine's Salon Concepts LLC	312 W 1st Ave		Retail Ground	1100	176.00
771	2	Joseph L. Schmitz	422 W Riverside Ave	#1407	Office Upper	2613	365.82
4626	2	Joseph L. Schmitz	422 W Riverside Ave	#1522	Office Upper	270	37.80
736	1	JP Morgan Chase Bank	601 W Main Ave	#100	Office Ground	6408	1217.52
4543	2	JT Tech Inc.	905 W Riverside Ave	#408	Office Upper	505	110.00
5513	2	JUB Engineers	999 W Riverside Ave	7th Flr	Office Upper	6485	907.90
4429	3A	Julie Elaine	115 S Adams St	#6	Retail Ground	750	120.00
453	3B	Jumping Jackalope Axe Throwing	226 W Riverside Ave		Retail Ground	3500	560.00
5854	2	Kartchner Engineering	101 S Stevens St	#201	Office Upper	2000	280.00
1317	2	Kauffman & Associates	421 W Riverside Ave	#450	Office Upper	2622	367.08
1875	3C	Kayleen Michelle Photography & Design	921 W Broadway Ave	#204	Office Upper	500	110.00
376	2	Kershaw's Inc.	119 S Howard St		Office Upper	10000	1400.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
376	2	Kershaw's Inc.	119 S Howard St		Office Ground	10000	1800.00
4183	3A	KHQ Inc	1201 W Sprague Ave		Office Upper	21329	2559.48
4183	3A	KHQ Inc	1201 W Sprague Ave		Office Ground	34245	5136.75
5856	3A	KHQ Inc - Parking	1201 W Sprague Ave		Commercial Parking	78	237.12
1860	3A	Kieley Fox LMP	1325 W 1st Ave	#309	Office Upper	170	110.00
378	1	Kiemle & Hagood Company	601 W Main Ave	#400	Office Upper	12059	1808.85
5338	1	Kiemle & Hagood Company	601 W Main Ave	#210	Office Upper	6267	940.05
1370	2	Kindnss	522 W 1st Ave		Office Upper	1385	193.90
4554	3B	Kirkpatrick & Startzel PS	108 N Washington St	#201	Office Upper	3890	466.80
5081	3C	Kirlan Venture Capital	201 W North River Dr	#515	Office Upper	1130	135.60
130	1	Knapton Development LLC	530 W Main Ave	#301	Office Upper	1200	180.00
5772	3A	Kolva-Sullivan Gallery	115 S Adams St	#A	Retail Ground	654	110.00
3830	2	Konica Minolta Business Solutions USA	601 W Riverside Ave	#431	Office Upper	1938	271.32
192	2	KPFF Engineering	421 W Riverside Ave	#524	Office Upper	2889	404.46
723	1	KSB Litigations PS	510 W Riverside Ave	#300	Office Upper	4536	680.40
4618	2	KSBN Radio	7 S Howard St	#430	Office Upper	484	110.00
5756	3B	Kung Fu Vapes	303 W Main Ave		Retail Ground	940	150.40
1451	1	Kutak Rock LLP	510 W Riverside Ave	#800	Office Upper	4536	680.40
5329	1	Kutak Rock LLP	510 W Riverside Ave	#700	Office Upper	4536	680.40
332	3A	Lady LLC	111 S Adams St	#101	Retail Ground	610	110.00
5050	2	Lakeside Capital Group	717 W Sprague Ave	#800	Office Upper	7062	988.68
5311	2	Lakeside Capital Group	717 W Sprague Ave	#1101	Office Upper	3222	451.08
4522	2	Landau Associates Inc	421 W Riverside Ave	#256	Office Upper	800	112.00
5499	2	Lavish Salon	1021 W 1st Ave		Retail Ground	1857	352.83
5237	2	Law Office of Barrett J Scudder PS	827 W 1st Ave	#318	Office Upper	290	110.00
5058	3B	Law Office of Grant Riva	308 W 1st Ave	#207	Office Upper	150	110.00
1807	2	Law Office of Heather Hoover PLLC	421 W Riverside Ave	#421	Office Upper	2797	391.58
1313	2	Law Office of Jacqueline Porter	421 W Riverside Ave	#707	Office Upper	1116	156.24
4648	2	Law Office of Julie Watts PLLC	505 W Riverside Ave	#210	Office Upper	2109	295.26
5035	2	Law Office of Stacie Bain	421 W Riverside Ave	#618	Office Upper	510	110.00
1878	3C	Law Offices of Christian J Phelps	921 W Broadway Ave	#201	Office Upper	498	110.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4564	3C	Law Offices of Cynthia Jordan	921 W Broadway Ave	#205A	Office Upper	500	110.00
604	3C	Law Offices of D.C. Cronin	724 N Monroe St		Office Ground	2000	300.00
419	2	Law Offices of J. Scott Miller	421 W Riverside Ave	#711	Office Upper	690	110.00
5764	2	Law Offices of J. Scott Miller	115 N Washington St	#201	Office Upper	1175	164.50
4609	2	Law Offices of Maris Baltins	7 S Howard St	#220	Office Upper	1807	252.98
4567	3C	Law Offices of Peter March	921 W Broadway Ave	#201	Office Upper	498	110.00
5896	2	League of Education Voters	827 W 1st Ave	#209	Office Upper	299	110.00
560	2	Lee & Hayes PLLC	601 W Riverside Ave	#1400	Office Upper	15855	2219.70
5613	2	Lee & Hayes PLLC	601 W Riverside Ave	#1300	Office Upper	11275	1578.50
5276	3A	Lee Law Office PS	1124 W Riverside Ave	#300	Office Upper	1181	141.72
305	2	Lee's Frame Shoppe	501 W Sprague Ave		Retail Ground	2000	380.00
5589	2	Legacy Capital Management Inc	421 W Riverside Ave	#1450	Office Upper	800	112.00
3797	1	Lego Brand Retail, Inc	714 W Main Ave	#121	Retail Ground	7016	2315.28
650	2	Leland Curtis Co.	9 S Howard St		Retail Ground	680	129.20
4246	1	Leland's Barbershop	808 W Main Ave	#243	Retail Upper	680	110.00
594	3C	Lembeck Appraisal & Consulting	201 W North River Dr	#305	Office Upper	2711	325.32
73	2	Levy Law Firm PLLC	421 W Riverside Ave	#381	Office Upper	305	110.00
1779	2	Liberty Building Office	203 N Washington St	#202	Office Upper	485	110.00
5427	2	Liberty Business Center	203 N Washington St	#200	Office Upper	3222	451.08
5284	3A	Life Lab	1325 W 1st Ave	#314	Office Upper	303	110.00
1293	2	Light Speed Networks	422 W Riverside Ave	#328	Office Upper	435	110.00
185	2	Lilac City Law PLLC	421 W Riverside Ave	#730	Office Upper	2793	391.02
5282	3B	Lilac City LLC	108 N Washington St	#203	Office Upper	2115	253.80
1236	2	Lilac City Lofts	415 W Sprague Ave		Hotels & Motels	4	121.68
5586	3C	Lilac Insurance Group	621 W Mallon Ave	#601A	Office Upper	900	110.00
4379	1	Lincoln Barber Shop	601 W Main Ave	#209	Retail Skywalk	663	218.79
2228	1	Lincoln Parking Garage	818 W Riverside Ave		Commercial Parking	260	1185.60
5370	3A	Lindsey Paxton Law Office	1325 W 1st Ave	#201B	Office Upper	314	110.00
102	3B	Lions Lair	205 W Riverside Ave		Retail Ground	1400	224.00
5867	3B	Lion's Lair	201 W Riverside Ave	#102	Retail Ground	1400	224.00
587	3C	Lisa Brown for Mayor	709 N Monroe St		Retail Ground	1254	200.64

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5071	3A	Lithia Downtown Body & Paint	119 S Jefferson St		Manufacturing	27000	3240.00
2110	2	Litho Art Printers Inc	118 S Lincoln St		Manufacturing	7000	980.00
5331	3A	Little Bird Psychotherapy	1325 W 1st Ave	#202	Office Upper	535	110.00
3878	2	Locust Cider & Brewing	421 W Main Ave	#100	Retail Ground	3727	708.13
4521	2	LOF Massage LLC	421 W Riverside Ave	#254	Retail Upper	310	110.00
4257	2	Lolo Liebe	827 W 1st Ave	#315	Office Upper	290	110.00
4821	1	Longbow Financial	818 W Riverside Ave	#200	Office Upper	1181	177.15
4546	3B	Lord Stanley's	108 N Washington St	#101/102	Retail Ground	2474	395.84
4371	1	Lovesac	808 W Main Ave	#216	Retail Upper	1783	267.45
4229	2	LPL Financial	111 S Post St	#2295	Office Upper	560	110.00
5148	3A	Lucky Leaf Co	1111 W 1st Ave	#A	Retail Ground	1844	295.04
384	2	Lucky's Irish Pub	408 W Sprague Ave		Retail Ground	1250	237.50
403	2	Lukins & Annis Law Offices	717 W Sprague Ave	#1600	Office Upper	11560	1618.40
4515	1	Lululemon	707 W Main Ave	#A6	Retail Ground	3812	1257.96
5339	1	Lumen High School	718 W Riverside Ave	#200	Exempt	6861	0.00
5493	1	Lumen High School	718 W Riverside Ave	#B	Exempt	1689	0.00
5603	1	Lush Cosmetics	875 W Main Ave		Retail Ground	1912	630.96
5634	2	Lush Salon	122 S Monroe St	#202	Retail Upper	1470	205.80
435	3B	Lutheran Community Services Northwest	1 N Browne St		Exempt	1800	0.00
4475	3B	Lutheran Community Services Northwest	210 W Sprague Ave		Exempt	22393	0.00
4619	3B	Lutheran Community Services Northwest	9 N Browne St		Exempt	2500	0.00
2039	2	Luvera Law Firm	421 W Riverside Ave	#1060	Office Upper	3131	438.34
5709	1	M Apartments	612 W Main Ave	3rd-10th F	Apartments	114	694.26
1843	2	Macaulay & Associates	421 W Riverside Ave	#1700	Office Upper	2320	324.80
2183	1	MacDaddy's	808 W Main Ave	#106	Retail Ground	7088	2339.04
5881	2	Macomber Law PLLC	505 W Riverside Ave	#215	Office Upper	959	134.26
196	2	Madeleine's	415 W Main Ave	#103	Retail Ground	3046	578.74
5861	3A	Magnolia American Brasserie	110 S Madison St		Retail Ground	5600	896.00
5882	2	Mandamus Law	505 W Riverside Ave	#200	Office Upper	2271	317.94
543	2	Mane Self / Courtney Roark	10 N Post St	#110	Retail Ground	600	114.00
5596	2	Maplewood Software	421 W Main Ave	#201	Office Upper	5485	767.90

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
416	3C	Marguerite's Nail Boutique	621 W Mallon Ave	#417	Retail Ground	610	110.00
4184	2	Mark Prothero	421 W Riverside Ave	#304	Office Upper	791	110.74
1883	3C	Mark R Iverson PS	921 W Broadway Ave	#305	Office Upper	1150	138.00
5615	2	Markable	1011 W 1st Ave	#B	Retail Ground	2085	396.15
626	2	Marken Law Group	905 W Riverside Ave	#603	Office Upper	265	110.00
5666	3B	Mass Mutual	9 S Washington St	#415	Office Upper	3346	401.52
4541	2	Maud Artistry	920 W 1st Ave		Retail Ground	980	186.20
1848	3C	Mayken	621 W Mallon Ave	#507	Office Upper	1366	163.92
538	1	McDonald-Miller Facility	818 W Riverside Ave	#350	Office Upper	3543	531.45
248	3C	McGann Corp (Arby's)	201 W North River Dr	#360	Office Upper	1228	147.36
3841	2	MCI Worldcom	422 W Riverside Ave	#1415	Office Upper	1334	186.76
5878	3C	McMorris Therapy	201 W North River Dr	#518	Office Upper	1335	160.20
4144	3B	McNeice Wheeler, Attorneys	221 W Main Ave	#100	Retail Ground	3000	480.00
1838	3B	Medical Consultants Network	9 S Washington St	#315	Office Upper	2600	312.00
4253	2	Memories By Design	827 W 1st Ave	#301	Office Upper	1878	262.92
428	3C	Mercer Global Advisors Inc	201 W North River Dr	#380	Office Upper	2819	338.28
5066	2	Merriman Wealth Management	111 S Post St	#2250	Office Upper	1326	185.64
5077	3C	Merry Armstrong	621 W Mallon Ave	#501	Office Upper	381	110.00
642	3A	Method Juice Café	1309 W 1st Ave	#101	Retail Ground	1000	160.00
5168	1	Method Juice Café	718 W Riverside Ave	#A	Retail Ground	796	262.68
450	3C	Metro Eclectic	604 N Monroe St		Retail Ground	9000	1440.00
4367	2	Metro PCS (HK Telecom Inc)	701 W Riverside Ave	#C	Retail Ground	682	129.58
656	3B	Metropolitan Apartments	111 N Bernard St		Apartments	31	141.36
4593	2	Metropolitan Apartments	908 W 1st Ave		Apartments	18	110.00
703	2	Michael Building Apartments	826 W Sprague Ave		Apartments	18	110.00
4505	2	Mike Volz, House Republican	827 W 1st Ave	#423	Exempt	270	0.00
299	2	Mikes Mobile Shoe Shine	421 W Riverside Ave	#203	Retail Skywalk	322	110.00
1190	1	Mizuna Restaurant & Wine Bar	214 N Howard St		Retail Ground	4000	1320.00
5453	2	MMEC	1 N Monroe St	#200	Office Ground	3639	655.02
5033	1	MOD Pizza	707 W Main Ave	#A12	Retail Ground	2376	784.08
5514	2	Montvale Event Center	1017 W 1st Ave		Retail Upper	3378	472.92

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5514	2	Montvale Event Center	1017 W 1st Ave		Retail Upper	5878	822.92
5514	2	Montvale Event Center	1017 W 1st Ave		Retail Ground	5241	995.79
4422	2	Montvale Hotel	1005 W 1st Ave		Hotels & Motels	36	1095.12
4497	3B	Moon Wild Studios	108 N Washington St	#415/416	Office Upper	405	110.00
1165	2	Mootsy's Tavern	406 W Sprague Ave		Retail Ground	1436	272.84
2041	2	Morgan Stanley	717 W Sprague Ave	#500	Office Upper	11048	1546.72
5842	1	Morning Star Foundation	510 W Riverside Ave	#201	Exempt	2245	0.00
427	2	Moss Adams LLP	601 W Riverside Ave	#1800	Office Upper	15157	2121.98
1873	2	Moss Immigration Law	905 W Riverside Ave	#610	Office Upper	1353	189.42
454	3A	Motion Auto Supply	120 S Cedar St		Retail Ground	1500	240.00
4636	3B	Mountain Lakes Brewing Company	201 W Riverside Ave	#101	Retail Ground	1400	224.00
5351	2	Mr. Tux	904 W 1st Ave		Retail Ground	3568	677.92
4575	3B	MSI Engineers Inc	108 N Washington St	#505	Office Upper	6728	807.36
5903	2	Mullin Cronin Casey & Blair PS	115 N Washington St	#2nd Flr	Office Upper	3042	425.88
5904	2	Mullin Cronin Casey & Blair PS	115 N Washington St	#2nd Flr	Office Upper	710	110.00
184	2	Murraysmith Inc	421 W Riverside Ave	#762	Office Upper	2589	362.46
4655	1	Muv Fitness	809 W Main Ave	#212	Retail Skywalk	20390	6728.70
99	2	MW Consulting Engineers	601 W 1st Ave	#1300	Office Upper	9242	1293.88
203	3A	Myrtle Apartments	1214 W Sprague Ave		Apartments	18	110.00
3882	2	Mystery Lofts	820 W Sprague Ave		Apartments	4	110.00
494	3A	NAC Architecture	1203 W Riverside Dr		Office Ground	2685	402.75
494	3A	NAC Architecture	1203 W Riverside Dr		Office Upper	6704	804.48
160	3A	NAC Architecture - Parking	1208 W Sprague Ave		Commercial Parking	42	127.68
601	2	Neato Burrito	827 W 1st Ave	#123	Retail Ground	2255	428.45
59	2	Nectar Catering and Events	120 N Stevens St		Retail Basement	2700	378.00
1312	2	Neil Humphries Law Office	421 W Riverside Ave	#704	Office Upper	1064	148.96
1290	2	Neutron LLC	422 W Riverside Ave	#1401	Office Upper	988	138.32
478	2	New Madison Apartments	1029 W 1st Ave		Apartments	68	361.76
109	2	New York Life Insurance	601 W Riverside Ave	#1600	Office Upper	10308	1443.12
5710	1	Nike Factory Store - Spokane	618 W Main Ave	#103	Retail Ground	12186	4021.38
5619	2	Nina Cherie Couture	827 W 1st Ave	#107/#115	Retail Ground	1194	226.86



# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4492	2	Noel Communications Inc	422 W Riverside Ave	#1504	Office Upper	1088	152.32
482	1	Nordstrom	828 W Main Ave		Retail Upper	43000	6450.00
482	1	Nordstrom	828 W Main Ave		Retail Ground	43000	14190.00
482	1	Nordstrom	828 W Main Ave		Retail Skywalk	43000	14190.00
4624	2	Northwest Access Services	422 W Riverside Ave	#1520	Office Upper	285	110.00
5869	2	Northwest Equity Solutions Inc	601 W Riverside Ave	#280	Office Upper	1120	156.80
244	2	Northwest Hydraulic Consultants	505 W Riverside Ave	#530	Office Upper	2999	419.86
1348	2	Northwest Law	421 W Riverside Ave	#308	Office Upper	1035	144.90
336	2	Northwest Open Access Network	422 W Riverside Ave	#408	Office Upper	10960	1534.40
5320	2	Northwest Open Access Network	422 W Riverside Ave	#503	Office Upper	720	110.00
546	2	Northwest Pain Care	421 W Riverside Ave	#900	Office Upper	7184	1005.76
5524	2	Northwest Planning Inc	1 N Monroe St	#202	Office Upper	1467	205.38
41	2	Nudo	818 W Sprague Ave		Retail Ground	1887	358.53
1817	1	Numerica Credit Union	502 W Riverside Ave	#100	Office Ground	2815	534.85
64	3B	NW Investment Advisors	9 S Washington St	#210	Office Upper	1400	168.00
4141	3C	NWC Investments	621 W Mallon Ave	#609	Retail Upper	838	110.00
4638	3B	nyne Bar & Bistro	232 W Sprague Ave		Retail Ground	4293	686.88
496	1	O'Doherty's Irish Grille	525 W Spokane Falls Blvd		Retail Ground	4000	1320.00
315	1	Off the Wall	707 W Main Ave	#A11	Retail Ground	3803	1254.99
4603	2	Office of Chapter 13 Trustee	801 W Riverside Ave	#515	Office Upper	3724	521.36
4406	1	Oil & Vinegar	808 W Main Ave	#201	Retail Upper	1193	178.95
4692	2	Olin Bittner PsyD	905 W Riverside Ave	#506	Office Upper	508	110.00
5872	2	Olson Agency, dba Allstate Insurance	601 W Riverside Ave	#675	Office Upper	2406	336.84
2101	3C	On Broadway Salon & Spa	915 W Broadway Ave		Retail Ground	3000	480.00
5535	2	One Tree Hard Cider	111 S Madison St		Retail Ground	2250	427.50
5779	2	Opal Creek Captial	601 W Riverside Ave	#430	Office Upper	1498	209.72
1192	3B	Our Beating Hearts Jewelry & Crystals	126 N Washington St	#B	Retail Ground	3500	560.00
4352	2	Owen Vanderbrug	421 W Riverside Ave	#416	Office Upper	921	128.94
4186	3C	Oxford Suites Downtown	115 W North River Dr		Hotels & Motels	125	3802.50
4670	1	P.F. Chang's China Bistro	801 W Main Ave		Retail Ground	8133	2683.89
5072	3A	Pacific Pak	124 S Jefferson St		Manufacturing	21677	2601.24

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
78	2	PacificSource	601 W Riverside Ave	#120	Office Ground	2420	435.60
5577	2	Paciolan, LLC	421 W Main Ave	#200	Office Upper	3262	456.68
1227	1	PAE/Luma	530 W Main Ave	#202	Office Upper	1900	285.00
518	2	Paine Hamblen LLP	717 W Sprague Ave	#1200	Office Upper	7297	1021.58
5734	2	Paine Hamblen LLP	717 W Sprague Ave	#1400	Office Upper	11130	1558.20
1493	3B	Palindrome Capital Management	9 S Washington St	#515	Office Upper	2500	300.00
5365	3B	Palindrome Capital Management	9 S Washington St	#505	Office Upper	638	110.00
4110	1	Panda Express	808 W Main Ave	#FC-4	Retail Upper	798	119.70
49	1	Pandora Ventures, LLC	808 W Main Ave	#237	Retail Upper	1843	276.45
5319	1	Paper Nerd (J&K Lara LLC)	808 W Main Ave	#303	Retail Upper	2260	339.00
1861	3A	Paper Tiger Photography	1325 W 1st Ave	#310	Office Upper	380	110.00
186	2	Paragon Gemological Services	421 W Riverside Ave	#1050	Office Upper	340	110.00
5844	3C	Parametrix	835 N Post St	#201	Office Upper	8151	978.12
523	3B	Park Tower Apartments	217 W Spokane Falls Blvd		Apartments	185	843.60
524	1	Parkade Investors LLC	511 W Main Ave		Commercial Parking	944	4304.64
1349	2	Parke Gordon LLC	421 W Riverside Ave	#515	Office Upper	1164	162.96
525	1	Parkrite #1	Main Ave & Stevens St		Commercial Parking	144	656.64
1847	3A	Parks Medical Corporation	1325 W 1st Ave	#306	Office Upper	2494	299.28
643	3A	Parkview West Apartments	1309 W 1st Ave		Apartments	51	232.56
527	3A	Pass Word Inc	1303 W 1st Ave	#200	Office Upper	3000	360.00
195	2	Patrick Downey Attorney at Law	421 W Riverside Ave	#275B	Office Upper	190	110.00
5898	2	Paukert & Troppman	421 W Riverside Ave	#520	Office Upper	1623	227.22
4878	1	Paukert and Troppmann	522 W Riverside Ave	#560	Office Upper	4524	678.60
1301	2	Paulsen Business Center (USPS)	421 W Riverside Ave	#103	Office Ground	653	117.54
236	2	Paulsen Center Management / West & Wheeler	421 W Riverside Ave	#204	Office Skywalk	1421	255.78
5335	2	PEER Spokane	425 W 1st Ave		Exempt	1271	0.00
5337	2	PEER Spokane	427 W 1st Ave		Exempt	2951	0.00
4450	1	Pendleton	808 W Main Ave	#218	Retail Skywalk	4000	1320.00
777	2	People's Waffle	15 S Howard St		Retail Ground	1754	333.26
2186	1	Pete and Belle's, LLC	808 W Main Ave	#147	Retail Ground	345	113.85
1803	2	Petunia & Loomis	421 W Riverside Ave	#102	Retail Ground	1331	252.89

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
1235	1	Pho City	112 N Howard St		Retail Ground	1008	332.64
742	2	Physicians Insurance Group	421 W Riverside Ave	#1400	Office Upper	3000	420.00
5515	3B	Pinot's Palette	319 W Sprague Ave		Retail Ground	3750	600.00
4783	1	Piskel Yahne Kovarik PLLC	522 W Riverside Ave	#700	Office Upper	4525	678.75
5356	1	Piskel Yahne Kovarik PLLC	522 W Riverside Ave	#410	Office Upper	3020	453.00
3825	3A	Pistole Lifestyle & Skate	108 S Cedar St		Retail Ground	559	110.00
4398	3A	Place Landscape Architecture	1325 W 1st Ave	#204	Office Upper	885	110.00
557	2	PM Jacoy	402 W Sprague Ave		Retail Ground	2000	380.00
4463	1	Polka Dot Pottery	808 W Main Ave	#225	Retail Skywalk	1768	583.44
5678	2	Pondera Architecture	421 W Riverside Ave	#880	Office Upper	295	110.00
5038	2	Potlatch Corporation	601 W 1st Ave	#1500	Office Upper	9205	1288.70
5039	2	Potlatch Corporation	601 W 1st Ave	#1101	Office Upper	3069	429.66
5745	2	Potlatch Corporation	601 W 1st Ave	#1600	Office Upper	9205	1288.70
3796	1	Pottery Barn	718 W Main Ave	#119	Retail Ground	9625	3176.25
1781	2	Pottery Place Plus	203 N Washington St	#104	Retail Ground	1490	283.10
5758	1	Powers Stromberg Pension Consulting	111 N Post St	#301	Office Upper	2408	361.20
1307	2	Premier 1031	421 W Riverside Ave	#461	Office Upper	1382	193.48
1526	1	Premier Partners Wealth Management	818 W Riverside Ave	#425	Office Upper	1426	213.90
4259	1	Prime Comms Retail, LLC (AT&T)	808 W Main Ave	#307	Retail Upper	1827	274.05
490	2	Prime Mobility & Strength LLC	7 S Howard St	#200	Office Upper	3393	475.02
651	2	Prime Real Estate Group	417 W 1st Ave	#1A	Office Ground	1300	234.00
682	2	Propaganda Creative	123 S Wall St		Office Upper	7250	1015.00
5082	3C	Psychiatric Clinic of Spokane PS	201 W North River Dr	#520	Office Upper	2213	265.56
2063	3B	Public Facilities District - Parking	334 W Spokane Falls Blvd		Commercial Parking	139	422.56
5503	3B	Public Facilities District - Parking	334 W Main Ave	#2	Commercial Parking	356	1082.24
4391	2	PUD Dist #1 of Pend Oreille County	422 W Riverside Ave	#1511	Office Upper	150	110.00
661	2	Pure Salon & Spa	423 W 1st Ave	#100	Retail Ground	790	150.10
169	1	Purgatory Craft Beer & Whiskey	524 W Main Ave		Retail Ground	2048	675.84
5500	2	Pyrotek Inc	705 W 1st Ave		Office Ground	13402	2412.36
5500	2	Pyrotek Inc	705 W 1st Ave		Office Upper	40206	5628.84
43	3C	Queen of Sheba	621 W Mallon Ave	#426	Retail Ground	1009	161.44

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4842	2	Rain Lounge	1009 W 1st Ave		Retail Ground	2280	433.20
83	2	Rainbow Connection Daycare	621 W Sprague Ave		Office Ground	6128	1103.04
572	2	Randall Danskin PS	601 W Riverside Ave	#1500	Office Upper	13287	1860.18
133	1	RBC Wealth Management	601 W Main Ave	#1215	Office Upper	5290	793.50
1410	1	RBC Wealth Management	601 W Main Ave	#1214	Office Upper	3296	494.40
1344	2	ReachBio Research Labs	421 W Riverside Ave	#763	Office Upper	867	121.38
2203	1	Red Robin Gourmet Burgers and Brews	725 W Main Ave		Retail Ground	8632	2848.56
5102	3B	Redband Room	225 W Riverside Ave	#B	Exempt	0	0.00
1536	2	Redstone Spokane I - Amenity Room	601 W Riverside Ave	#204	Office Upper	1326	185.64
5868	2	Redstone Spokane I - Conference Room A	601 W Riverside Ave	#200	Office Upper	924	129.36
1426	2	Redstone Spokane I - Conference Room B	601 W Riverside Ave	#206	Office Upper	536	110.00
5106	2	Redstone Spokane I, LLC - Management Office	601 W Riverside Ave	#260	Office Upper	1440	201.60
5140	1	Registered Agents Inc	522 W Riverside Ave	#300	Office Upper	4524	678.60
5306	1	Registered Agents Inc	522 W Riverside Ave	#800	Office Upper	4524	678.60
5490	2	Regus	601 W 1st Ave	#1400	Office Upper	9205	1288.70
5107	2	Reidt Pharmacy Corporation	601 W Riverside Ave	#140	Retail Ground	2245	426.55
758	1	RenCorp Realty	502 W Riverside Ave	#103	Office Ground	2413	458.47
1330	2	Resolved Counseling	421 W Riverside Ave	#460	Office Upper	497	110.00
5508	2	Revival Tea Company	415 W Main Ave	#101	Retail Ground	942	178.98
5616	2	Revival Tea Company	415 W Main Ave	CUB	Retail Basement	1800	252.00
1352	2	Rey-Bear McLaughlin LLP	421 W Riverside Ave	#1004/100	Office Upper	638	110.00
1009	1	Richards Merrill Wealth Management	618 W Main Ave	#201	Office Upper	4900	735.00
1418	2	Richter Wimberley PS	422 W Riverside Ave	#1300	Office Upper	4204	588.56
2221	2	Richter Wimberley PS	422 W Riverside Ave	#308	Office Upper	382	110.00
583	2	Rick Singer Photography	415 1/2 W Main Ave		Retail Upper	5600	784.00
2148	1	Ridler Piano Bar	718 W Riverside Ave		Retail Ground	3152	1040.16
754	2	Ridpath Club Apartments	515 W Sprague Ave		Apartments	206	1095.92
564	1	RiskLens	601 W Main Ave	#910	Office Upper	2366	354.90
1902	1	RiskLens	601 W Main Ave	#917	Office Upper	4929	739.35
530	1	Rite-Aid Drugs, Inc.	112 N Howard St	#115	Retail Ground	18821	6210.93
5632	3A	River City Brewing	121 S Cedar St		Retail Ground	3204	512.64

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5528	2	River Park Square Management	999 W Riverside Ave	#6th Flr	Office Upper	3222	451.08
590	3A	Riverfalls Tower Apartments	1224 W Riverside Ave		Apartments	99	451.44
265	3B	Riverfront Park Travel Apartments	218 N Bernard St		Apartments	27	123.12
591	1	Riverpark Square Parking Garage	814 W Main Ave		Commercial Parking	1350	6156.00
475	2	Riverside Law Group	905 W Riverside Ave	#208	Exempt	2387	0.00
5480	3A	Riverside Place	1110 W Riverside Ave		Retail Upper	21200	2544.00
5480	3A	Riverside Place	1110 W Riverside Ave		Retail Upper	21200	2544.00
5480	3A	Riverside Place	1110 W Riverside Ave		Retail Ground	21200	3392.00
4639	2	Robert Half	601 W Riverside Ave	#600	Office Upper	10291	1440.74
4612	2	Robert Rowley PS	7 S Howard St	#218	Office Upper	697	110.00
1862	3A	Roberts Freebourn PLLC	1325 W 1st Ave	#304	Office Upper	1780	213.60
5505	3A	Roberts Freebourn PLLC	1325 W 1st Ave	#303	Office Upper	2497	299.64
5371	3A	Roche Accounting	1325 W 1st Ave	#201C	Office Upper	214	110.00
250	3A	Rocket Bakery	1325 W 1st Ave	#101	Retail Ground	2500	400.00
412	1	Rocket Bakery	207 N Wall St		Retail Ground	250	110.00
182	2	Roen Associates Inc	121 S Wall St		Office Upper	3435	480.90
1341	2	Roginski & Strine	421 W Riverside Ave	#516	Office Upper	964	134.96
4794	2	Role Play at the Olson Agency	601 W Riverside Ave	#850	Office Upper	2236	313.04
4811	3B	Roses & Thread Boutique	108 N Washington St	#104	Retail Ground	1041	166.56
473	2	Roundhill's Barbershop	429 W 1st Ave		Retail Ground	800	152.00
5101	3B	Ruins	225 W Riverside Ave	#A	Retail Ground	2080	332.80
5899	2	Rushall, Reital & Randall	421 W Riverside Ave	#808	Office Upper	774	110.00
4792	2	RW Baird	601 W Riverside Ave	#1710	Office Upper	3758	526.12
1849	1	Salon Nouveau	224 N Howard St		Retail Ground	2200	726.00
613	3A	San Marco Apartments	1229 W Riverside Dr		Apartments	40	182.40
270	3C	Sarah Mackenzie Media	201 W North River Dr	#370	Office Upper	605	110.00
4807	2	Sarah Shears	905 W Riverside Ave	#304	Office Upper	445	110.00
91	2	Satellite Diner and Lounge	425 W Sprague Ave		Retail Ground	4400	836.00
4408	2	Satori Dance & Wellness	122 S Monroe St	#D	Retail Ground	1685	320.15
4402	3C	Sayre Sayre & Fossum	201 W North River Dr	#460	Office Upper	2989	358.68
1424	2	Schoedel & Schoedel CPA's PLLC	422 W Riverside Ave	#1420	Office Upper	4752	665.28

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4392	2	Schoedel & Schoedel CPA's PLLC	422 W Riverside Ave	#1524	Office Upper	1012	141.68
4498	3B	SCJ Alliance	108 N Washington St	#300	Office Upper	3035	364.20
463	2	Scratch Restaurant and Lounge	1007 W 1st Ave		Retail Ground	1200	228.00
4552	3B	SDS Realty	108 N Washington St	#600	Office Upper	3409	409.08
5649	2	Selkirk Wealth Advisors	203 N Washington St	#203	Office Upper	1033	144.62
3781	1	Sephora	808 W Main Ave	#233	Retail Skywalk	3788	1250.04
1543	2	Serenity Insurance	125 S Stevens St	#401	Office Upper	4871	681.94
1544	2	Serenity Insurance	125 S Stevens St	#501	Office Upper	4871	681.94
4198	3B	Seven2 and 14Four	244 W Main Ave		Office Upper	9000	1080.00
4198	3B	Seven2 and 14Four	244 W Main Ave		Office Ground	9000	1350.00
595	2	Sharp Appraisal	421 W Riverside Ave	#1009	Office Upper	1111	155.54
1351	2	Sharp Appraisal	421 W Riverside Ave	#1002	Office Upper	390	54.60
5054	3B	Shasta Hankins Makeup Artist	201 W Riverside Ave	#301	Retail Upper	1053	126.36
1332	2	Shaw Contract	421 W Riverside Ave	#468	Office Upper	708	110.00
4680	3B	Shawn Newman	108 N Washington St	#419	Retail Upper	118	110.00
2151	3C	Shawn O'Donnell's American Grill	719 N Monroe St		Retail Ground	7110	1137.60
5280	2	Shell Energy North America - Oil Company	601 W 1st Ave	#1700	Office Upper	8505	1190.70
4447	3B	Sherwood Apartments	123 N Bernard St		Apartments	33	150.48
3787	1	Shiki Hibachi Sushi, Inc	808 W Main Ave	#105	Retail Ground	5600	1848.00
5436	2	Shop Around the Other Corner	721 W Riverside Ave	#16	Retail Ground	1824	346.56
545	3B	Signia Capital	9 S Washington St	#520	Office Upper	325	110.00
4843	2	Simple Wildflower	112 S Monroe St		Office Ground	636	114.48
4396	2	SkinWorks Spokane	827 W 1st Ave	#310	Retail Upper	297	110.00
4464	1	Slagle Group, LLC	808 W Main Ave	#FC-5	Retail Upper	784	117.60
5782	2	Smith + Malek	601 W Riverside Ave	#1320	Office Upper	3606	504.84
1318	2	Sodemann Document Services Inc	421 W Riverside Ave	#868	Office Upper	2177	304.78
4113	1	Soma Intimates	808 W Main Ave	#108	Retail Ground	2452	809.16
672	1	Soulful Soups and Spirits	117 N Howard St	#100	Retail Ground	1200	396.00
217	2	Southwell & O'Rourke PS	421 W Riverside Ave	#960	Office Upper	3081	431.34
5128	3B	SpaBlue in the City	216 N Bernard St		Retail Ground	1789	286.24
1329	2	SPARK Financial	421 W Riverside Ave	#407	Office Upper	467	110.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4301	2	Specialty Training	421 W Riverside Ave	#252	Retail Upper	4578	640.92
5571	3A	Spokane Ballet Studio	112 S Adams St		Retail Ground	3000	480.00
5073	3A	Spokane Boxing Gym	115 S Jefferson St		Manufacturing	8250	990.00
92	2	Spokane City Ramp LLC	430 W 1st Ave		Commercial Parking	225	855.00
4433	3B	Spokane Coin Exchange	108 N Washington St	#103	Retail Ground	842	134.72
506	3B	Spokane Comedy Club	315 W Sprague Ave		Retail Ground	6000	960.00
1949	3B	Spokane Counseling	9 S Washington St	#310	Office Upper	1479	177.48
331	3A	Spokane County	1124 W Riverside Ave	#400	Office Upper	3332	399.84
1204	1	Spokane Exercise Equipment	511 W Main Ave		Retail Ground	8800	2904.00
439	3C	Spokane Home Care Services	201 W North River Dr	#335	Office Upper	5945	713.40
4479	3C	Spokane Home Care Services	111 W North River Dr	#204	Office Upper	4490	538.80
180	2	Spokane Hoopfest Association	421 W Riverside Ave	#115	Office Ground	2695	485.10
4614	2	Spokane Legal Copy	7 S Howard St	#224	Office Upper	741	110.00
2076	2	Spokane Pride	422 W Riverside Ave	#628	Office Upper	634	110.00
5510	1	Spokane Public Library	906 W Main Ave		Exempt	48000	0.00
5421	2	Spokane Real Estate Professionals	203 N Washington St	#204	Office Upper	1666	233.24
1868	3C	Spokane Regional Sports Commission	201 W North River Dr	#130	Office Ground	2876	431.40
2217	2	Spokane Regional Transportation Council (SRTC)	421 W Riverside Ave	#500	Exempt	4200	0.00
382	2	Spokane Small Business Benefits	421 W Riverside Ave	#725	Office Upper	729	110.00
5290	1	Spokane Symphony Administrative Offices	818 W Riverside Ave	#MEZ	Exempt	2632	0.00
261	2	Spokane Symphony/Fox Theatre	1005 W Sprague Ave		Exempt	5000	0.00
4561	3C	Spokast!	628 1/2 N Monroe St	#201B	Office Upper	550	110.00
5109	1	SRM Development LLC	111 N Post St	#200	Office Upper	9584	1437.60
658	3B	Standard Printworks	256 W Riverside Ave		Office Ground	5000	750.00
4837	2	Standish Sanders	827 W 1st Ave	#422	Office Upper	284	110.00
5496	2	Star Financial	421 W Riverside Ave	#340	Office Upper	1911	267.54
4623	2	Star Touch Broadband Services	422 W Riverside Ave	#1521	Office Upper	317	110.00
2161	1	Starbuck's Coffee, #3269	721 W Main Ave		Retail Ground	1680	554.40
400	2	State Rep. Marcus Ricelli #317	421 W Riverside Ave	#317	Exempt	370	0.00
1951	3B	STCU	9 S Washington St	#501	Office Upper	2185	262.20
5803	3B	STCU - Administration	9 S Washington St	#401	Office Upper	1250	150.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5368	3B	STCU - Commercial Lending	9 S Washington St	#700	Office Upper	8600	1032.00
202	3B	STCU - Investment Services	9 S Washington St	#105	Office Ground	900	135.00
3810	3B	STCU - Parking	333 W Sprague Ave		Commercial Parking	100	304.00
4436	1	STCU Downtown Branch	207 N Wall St	#101	Office Upper	1650	247.50
4436	1	STCU Downtown Branch	207 N Wall St	#101	Retail Skywalk	750	247.50
1947	3B	STCU Hutton Branch	9 S Washington St	#101	Retail Ground	2300	368.00
681	2	Steam Plant Hotel	123 S Post St		Hotels & Motels	44	1338.48
161	2	Steamplant Parking	126 S Post St		Commercial Parking	150	570.00
1842	1	Steelhead Bar & Grille	218 N Howard St		Retail Ground	2800	924.00
1521	1	Stephen Dashiell PS	818 W Riverside Ave	#560	Office Upper	384	110.00
1384	3C	Steven Schneider PS	621 W Mallon Ave	#505	Office Upper	504	110.00
1321	2	Stevens Clay PS	421 W Riverside Ave	#1575	Office Upper	3571	499.94
4517	3C	Stifel, Nicolaus & Company Inc	201 W North River Dr	#200	Office Upper	7525	903.00
709	3A	Studio One Hair & Body Salon	1311 W Sprague Ave		Retail Ground	1500	240.00
1209	2	Subway	701 W Riverside Ave	#A1	Retail Ground	820	155.80
4372	1	Subway	808 W Main Ave	#FC-2	Retail Upper	636	110.00
677	3B	Suki Yaki Inn Japanese Restaurant	119 N Bernard St		Retail Ground	4400	704.00
5573	3A	Summerfield Management	1124 W Riverside Ave	#325	Office Upper	1000	120.00
5875	2	Summit CPR Training	905 W Riverside Ave	#212	Office Upper	646	110.00
2002	2	Sushi.com	430 W Main Ave		Retail Ground	4700	893.00
4284	2	Svennungsen Law Office	905 W Riverside Ave	#504	Office Upper	445	110.00
4431	3B	Sweet Frostings	9 S Washington St	#111/115	Retail Ground	3674	587.84
1540	3B	Sweet Frostings (Office)	9 S Washington St	#522	Office Upper	550	110.00
2216	2	Synergy Group	421 W Riverside Ave	#904	Office Upper	352	110.00
1754	2	Tamarack Public House	912 W Sprague Ave		Retail Ground	3800	722.00
500	1	Tavolata	221 N Wall St	#112	Retail Ground	8676	2863.08
4520	3C	TC USA PL SVS LLC	201 W North River Dr	#505	Office Upper	6822	818.64
4465	1	Tea's Co	808 W Main Ave	#222	Retail Upper	344	110.00
14	3C	Tegria	111 W North River Dr	#206	Office Upper	5009	601.08
2115	2	Tegria	601 W 1st Ave	#600	Office Upper	9205	1288.70
556	3C	Teleport Vintage + Co	917 W Broadway Ave		Retail Ground	289	110.00



# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4134	1	Tempur Retail Stores	808 W Main Ave	#104	Retail Ground	3200	1056.00
4631	2	Tempus Cellars	8 N Post St	#8	Retail Ground	1344	255.36
5847	3C	Ten Capital Wealth Advisors	835 N Post St	#102	Office Ground	12049	1807.35
1304	2	Teneff Jewellery	421 W Riverside Ave	#280	Office Skywalk	2635	474.30
115	2	Terra Blanca Winery	926 W Sprague Ave	#100	Retail Ground	1737	330.03
2109	3C	Terrain Gallery / The Center for Children's Book Art	628 N Monroe St		Exempt	2400	0.00
291	2	Terrence Dunne CPA	421 W Riverside Ave	#610	Office Upper	1279	179.06
5291	2	The Advisors Insurance Agency	601 W Riverside Ave	#230	Office Upper	856	119.84
5884	2	The Advocates	404 W Main Ave	#M102	Retail Upper	1158	162.12
4610	2	The Anam Cara Healing Center	7 S Howard St	#210	Retail Upper	2228	311.92
1498	2	The Bagel Authority	903 W Riverside Ave	#102	Retail Ground	1416	269.04
5578	3B	The Bickett Apartments	225 W Riverside Ave		Apartments	8	110.00
4230	2	The BIG TABLE	827 W 1st Ave	#117	Exempt	337	0.00
4231	2	The BIG TABLE	827 W 1st Ave	#118	Exempt	1700	0.00
4397	2	The BIG TABLE	827 W 1st Ave	#424	Exempt	2207	0.00
1202	3A	The Bike Hub	1403 W 1st Ave		Retail Ground	2505	400.80
1233	3A	The Bike Hub	1405 W 1st Ave		Retail Ground	4077	652.32
1513	2	The Brow Atelier	905 W Riverside Ave	#516	Office Upper	1045	146.30
158	3C	The Car Park	621 W Mallon Ave		Commercial Parking	211	641.44
5897	2	The Car Park	827 W 1st Ave	#417	Office Upper	863	120.82
1987	1	The Chaos Coordinator (Small Biz Shoppe)	808 W Main Ave	#015	Retail Basement	16400	2460.00
308	2	The Check Point NW	2 N Post St		Retail Ground	572	110.00
5874	1	The CoolSuite	510 W Riverside Ave	#104	Retail Ground	6060	1999.80
4446	2	The District Bar	916 W 1st Ave		Retail Ground	5775	1097.25
228	3B	The Eye Care Team	126 N Washington St	#A	Retail Ground	4500	720.00
5452	2	The Fix	404 W Main Ave	#M101	Retail Upper	380	110.00
5326	3C	The Giving Tree Wellness PLLC	921 W Broadway Ave	#304	Office Upper	850	110.00
5179	3A	The Grain Shed	111 S Cedar St		Retail Ground	900	144.00
4820	1	The House of Brunch, LLC	818 W Riverside Ave	#A	Retail Ground	4040	1333.20
4443	3B	The House of Pop	227 W Riverside Ave	#C	Retail Ground	732	117.12
4835	3B	The House of Pop	227 W Riverside Ave	#B	Retail Ground	1200	192.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4220	2	The Jewel Box Salon	827 W 1st Ave	#101	Retail Ground	1200	228.00
110	3C	The Kitchen Engine	621 W Mallon Ave	#422	Retail Upper	600	72.00
314	3C	The Kitchen Engine	621 W Mallon Ave	#419	Retail Upper	1088	130.56
559	3C	The Kitchen Engine	621 W Mallon Ave	#416	Retail Upper	6694	803.28
4661	3C	The Kitchen Engine	621 W Mallon Ave	#302	Retail Upper	680	81.60
4587	2	The Knitting Factory	919 W Sprague Ave		Retail Ground	6573	1248.87
619	2	The Legal Hill & Reid Legal Office	421 W Riverside Ave	#812	Office Upper	1364	190.96
210	2	The Mango Tree	401 W Main Ave		Retail Ground	5400	1026.00
4780	2	The Marjorie Apartments	107 S Howard St		Apartments	50	266.00
5048	1	The Melting Pot	707 W Main Ave	#C1	Retail Skywalk	5610	1851.30
692	2	The Missing Piece Tattoo	410 W Sprague Ave		Retail Ground	1250	237.50
635	2	The Monterey Café	9 N Washington St		Retail Ground	800	152.00
5059	3B	The Muscle Lab	308 W 1st Ave	#206	Office Upper	150	110.00
600	1	The New 63 Social House & Eatery	520 W Main Ave		Retail Ground	4800	1584.00
686	1	The North Face	706 W Main Ave	#125	Retail Ground	4482	1479.06
695	3B	The Onion Bar & Grill	302 W Riverside Ave		Retail Ground	4500	720.00
5581	3B	The Space	201 W Riverside Ave	#302	Retail Upper	900	110.00
5768	3A	The Spokane Club	1002 W Riverside Ave		Office Ground	43160	6474.00
5502	2	The Volstead Act	12 N Post St		Retail Ground	1215	230.85
5880	3B	The Warren Apartments	206 W Riverside Ave		Apartments	138	629.28
1535	2	The Wave Island Sports Grill & Sushi Bar	523 W 1st Ave		Retail Ground	4872	925.68
5491	1	The Wet Whistle	210 N Howard St		Retail Ground	900	297.00
5504	2	The Wolff Company	717 W Sprague Ave	#802	Office Upper	3861	540.54
1758	2	The Woodshop LLC	122 S Monroe St	#C	Office Ground	2407	433.26
4137	1	Thomas Hammer Coffee	601 W Main Ave	#101	Retail Ground	1333	439.89
5441	2	Thomas Hammer Coffee	717 W Sprague Ave		Retail Ground	270	110.00
5775	3C	Thompson Insurance & Financial Services	893 W Mallon Ave		Office Ground	725	110.00
4815	3B	Threshold Fitness	108 N Washington St	#B1	Retail Basement	1300	156.00
289	2	Thunder Pie Pizza	816 W Sprague Ave		Retail Ground	2000	380.00
1285	2	Tierpoint	422 W Riverside Ave	#816	Office Upper	429	110.00
5639	2	Tina Weaver	905 W Riverside Ave	#305	Office Upper	240	110.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
4620	3B	TMI Salon	15 N Browne St		Retail Ground	500	110.00
5866	3B	TMI Salon	15 N Browne St		Retail Ground	525	110.00
535	1	T-Mobile	707 W Main Ave	#A4	Retail Ground	2070	683.10
698	3C	Tobacco World	621 W Mallon Ave	#406	Retail Ground	757	121.12
4532	3B	Tod Russell Construction	308 W 1st Ave	#309	Office Upper	200	110.00
2160	2	Tony Roslund Photography + Motion	421 W Riverside Ave	#105	Retail Ground	1600	304.00
4428	3A	Trackside Studio Ceramic Art Gallery	115 S Adams St	#B	Retail Ground	800	128.00
1541	2	Transblue Spokane	120 N Stevens St	#300	Office Upper	3000	420.00
447	2	Transcend Executive Group	905 W Riverside Ave	#311	Office Upper	2187	306.18
170	1	Travelers Property Casualty	707 W Main Ave	#703	Office Upper	3094	464.10
2030	1	Travelers Property Casualty	707 W Main Ave	#300	Office Upper	40000	6000.00
4108	1	Travelers Property Casualty	707 W Main Ave	#700	Office Upper	20424	3063.60
4678	1	Travelers Property Casualty	707 W Main Ave	#702	Office Upper	4308	646.20
5647	1	Travelers Property Casualty	707 W Main Ave	#400	Office Upper	11942	1791.30
5286	3A	Travis Thams	1325 W 1st Ave	#201A	Office Upper	116	110.00
62	2	Trek Architecture	122 S Monroe St	#204	Office Upper	693	110.00
5850	3C	Trends Real Estate	804 N Monroe St		Office Ground	2000	300.00
4360	3C	T's Lounge	703 N Monroe St	#A	Retail Ground	970	155.20
5308	3C	T's Lounge	703 N Monroe St	#B	Retail Ground	430	110.00
282	3C	Turner, Stoeve & Gagliardi PS	201 W North River Dr	#190	Office Ground	3012	451.80
4659	2	Twenty-Seven Heaven	105 S Madison St		Office Ground	1976	355.68
3795	1	Twigs Bistro & Martini Bar	808 W Main Ave	#322	Retail Skywalk	6563	2165.79
554	2	UBS Financial Services	601 W Riverside Ave	#1200	Office Upper	9681	1355.34
639	2	Ulrich Investment Consultants	421 W Riverside Ave	#972	Office Upper	1291	180.74
451	1	Umpqua Bank	707 W Main Ave	#A2	Retail Ground	2856	942.48
1834	1	Umpqua Bank	707 W Main Ave	#502	Office Upper	2687	403.05
2204	1	Umpqua Bank	707 W Main Ave	#500	Office Upper	12738	1910.70
4641	1	Umpqua Bank	707 W Main Ave	#450	Office Upper	21227	3184.05
5209	1	Umpqua Bank	111 N Wall St	Floor 2 - #	Office Skywalk	18500	3515.00
5645	1	Umpqua Bank	707 W Main Ave	#550	Office Upper	12395	1859.25
1777	2	Uncle's Games	404 W Main Ave	#102	Retail Ground	1802	342.38

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
381	2	United Tile	421 W Riverside Ave	#300	Office Upper	934	130.76
5858	3C	Uno Mas Taco Shop	835 N Post St		Retail Ground	500	110.00
1220	1	Urban Outfitters #1026	702 W Main Ave	#100	Retail Ground	5088	1679.04
5601	1	Urban Outfitters #1026	702 W Main Ave	#200	Retail Upper	4011	601.65
5240	1	URSunglasses	808 W Main Ave	#2F	Retail Upper	50	110.00
724	2	US Bank of Washington	422 W Riverside Ave	#100	Office Ground	17718	3189.24
5725	2	US Bank of Washington	422 W Riverside Ave	#101B	Retail Ground	6294	1195.86
5726	2	US Bank of Washington	422 W Riverside Ave	#200	Office Upper	14940	2091.60
5727	2	US Bank of Washington	422 W Riverside Ave	#1200	Office Upper	11973	1676.22
1892	3C	USA - Army Recruiting Office	111 W North River Dr	#202	Exempt	1748	0.00
4347	1	USL Spokane	530 W Main Ave	#200	Office Upper	1315	197.25
5864	1	USL Spokane	530 W Main Ave	#203	Retail Upper	1500	225.00
5449	2	Vanity Makeup and Skin	421 W Riverside Ave	#820	Office Upper	1360	190.40
731	3C	Varela & Associates	601 W Mallon Ave	#A	Office Ground	1350	202.50
1282	2	Verizon Communications	422 W Riverside Ave	#615	Office Upper	1234	172.76
1294	2	Verizon Wireless Corp Office	422 W Riverside Ave	#1513	Office Upper	564	110.00
1507	2	Vexing Media LLC	905 W Riverside Ave	#416	Office Upper	892	124.88
4573	3B	Vickerman Investment Advisors	108 N Washington St	#603	Office Upper	3625	435.00
5778	3C	Victory Burger (Koselig Kitchen)	835 N Post St		Retail Ground	500	110.00
1871	2	Vintage Chiropractic	905 W Riverside Ave	#204	Office Upper	442	110.00
5155	2	Viren and Associates Inc	111 S Post St	#2260	Office Upper	1974	276.36
5523	2	Viren and Associates Inc	111 S Post St	#2282	Office Upper	1066	149.24
2135	2	Visionary Communications Inc	118 N Stevens St		Office Ground	647	116.46
2135	2	Visionary Communications Inc	118 N Stevens St		Office Basement	2007	280.98
2135	2	Visionary Communications Inc	118 N Stevens St		Office Upper	4027	563.78
5673	3C	Vista Title & Escrow	201 W North River Dr	#205	Office Upper	7316	877.92
1353	2	Vorpahl Wing Securities	421 W Riverside Ave	#1020	Office Upper	4110	575.40
4838	2	Voya - Karla Greer	827 W 1st Ave	#322	Office Upper	285	110.00
4142	3B	WA Federation of State Employees	225 W Main Ave	#100	Office Ground	3000	450.00
745	3C	Waddell & Reed	201 W North River Dr	#500	Office Upper	2136	256.32
1835	2	Wall Street Storage	124 S Wall St		Manufacturing	30000	4200.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5482	2	Wanderlust Delicato	421 W Main Ave	#103	Retail Ground	2485	472.15
4411	3B	Washington Policy Center	9 S Washington St	#212	Office Upper	800	110.00
743	2	Washington Trust Bank	717 W Sprague Ave	#104	Office Ground	573	110.00
743	2	Washington Trust Bank	717 W Sprague Ave	#S010-S04	Office Upper	1254	175.56
743	2	Washington Trust Bank	717 W Sprague Ave	#101	Office Ground	3917	705.06
743	2	Washington Trust Bank	717 W Sprague Ave	#100	Retail Ground	4379	832.01
743	2	Washington Trust Bank	717 W Sprague Ave	#102	Office Ground	7128	1283.04
743	2	Washington Trust Bank	717 W Sprague Ave	#110	Office Ground	8069	1452.42
743	2	Washington Trust Bank	717 W Sprague Ave	#109	Office Ground	10440	1879.20
2112	2	Washington Trust Bank	601 W 1st Ave	#1200	Office Upper	9205	1288.70
4649	2	Washington Trust Bank	601 W 1st Ave	#1102	Office Upper	6136	859.04
4704	2	Washington Trust Bank	601 W 1st Ave	#500	Office Upper	9205	1288.70
5304	2	Washington Trust Bank	717 W Sprague Ave	#1166	Office Upper	3701	518.14
5736	2	Washington Trust Bank	717 W Sprague Ave	#200	Office Upper	323	110.00
5737	2	Washington Trust Bank	717 W Sprague Ave	#400	Office Upper	2289	320.46
5738	2	Washington Trust Bank	717 W Sprague Ave	#600	Office Upper	11255	1575.70
5739	2	Washington Trust Bank	717 W Sprague Ave	#700	Office Upper	11130	1558.20
5740	2	Washington Trust Bank	717 W Sprague Ave	#900	Office Upper	10308	1443.12
5741	2	Washington Trust Bank	717 W Sprague Ave	#1000	Office Upper	10202	1428.28
5742	2	Washington Trust Bank	717 W Sprague Ave	#1100	Office Upper	7412	1037.68
5830	2	Washington Trust Bank	601 W 1st Ave	#300	Office Upper	9443	1322.02
4145	3B	Waymaker Wealth Advisors	221 W Main Ave	#200	Office Upper	3000	360.00
1323	2	Weathers & Associates	421 W Riverside Ave	#1081	Office Upper	1335	186.90
4873	1	WEB Properties Inc	522 W Riverside Ave	#420	Office Upper	1504	225.60
1367	2	Wellness Therapies LLC	421 W Riverside Ave	#602	Office Upper	639	89.46
1767	2	Wellness Therapies LLC	421 W Riverside Ave	#614	Office Upper	1956	273.84
1213	2	Wells Fargo Corporate Properties	601 W 1st Ave	#100	Retail Ground	4631	879.89
1446	2	Wells Fargo Corporate Properties	601 W 1st Ave	#700	Office Upper	9205	1288.70
729	1	Wells St. John	601 W Main Ave	#600	Office Upper	3041	456.15
3804	3B	WEST MAIN OFFICE BUILDING LLC	225 W Main Ave		Commercial Parking	70	212.80
477	3B	West Riverside Apartments	221 W Riverside Ave		Apartments	24	110.00

# Downtown Spokane Improvement District 2024 Tenant Assessment Roll



ID #	Zone	Business Name	Business Address		Type	Units	Assessment
5034	2	Western United Life Assurance Company	929 W Sprague Ave		Office Basement	4950	693.00
5034	2	Western United Life Assurance Company	929 W Sprague Ave		Office Upper	10878	1522.92
5034	2	Western United Life Assurance Company	929 W Sprague Ave		Office Ground	8824	1588.32
4599	2	Western United Life Assurance Company - Parking	926 W 1st Ave		Commercial Parking	60	228.00
138	1	Wheatland Bank	222 N Wall St	#300	Office Upper	11714	1757.10
1156	1	Wheatland Bank	222 N Wall St	#101	Office Ground	2743	521.17
5732	1	Wheatland Bank	222 N Wall St	#100	Retail Ground	3852	1271.16
4654	1	Whim Wine Bar	808 W Main Ave	#FC-1	Retail Upper	951	142.65
4116	2	Whistle Punk	122 S Monroe St	#A	Retail Ground	1226	232.94
5483	1	Whiz Kids (J&K Lara LLC)	808 W Main Ave	#320	Retail Upper	4375	656.25
5591	2	Wildflower	827 W 1st Ave	#218	Retail Upper	288	110.00
495	2	Wildland Medics	421 W Riverside Ave	#1000	Office Upper	1095	153.30
3832	1	WildLands	510 W Riverside Ave	#106	Office Ground	2851	541.69
5593	2	Wiley's Bistro	421 W Main Ave	#104	Retail Ground	2776	527.44
5686	1	Willamette Valley Bank	110 N Post St		Retail Ground	6000	1980.00
2185	1	Williams-Sonoma	818 W Main Ave	#110	Retail Ground	4699	1550.67
764	2	Winston & Cashatt PS	601 W Riverside Ave	#1900	Office Upper	3862	540.68
5612	2	Winston & Cashatt PS	601 W Riverside Ave	#2000	Office Upper	12814	1793.96
149	3C	WIPFLI LLP	201 W North River Dr	#400	Office Upper	10080	1209.60
4493	2	Witherspoon Kelley	422 W Riverside Ave	#1534	Office Upper	519	110.00
4627	2	Witherspoon Kelley	422 W Riverside Ave	#1532	Office Upper	296	110.00
101	1	Witherspoon, Brajcich & McPhee	601 W Main Ave	#1400	Office Upper	12059	1808.85
773	3C	Wonders of the World	621 W Mallon Ave	#412	Retail Ground	3035	485.60
4605	2	Wood Insurance Network Group	421 W Riverside Ave	#668	Office Upper	338	110.00
1523	2	Wooden City Spokane	819 W Riverside Ave		Retail Ground	8000	1520.00
751	3A	WS Property Management	1325 W 1st Ave	#300	Office Upper	388	110.00
225	3A	WS Property Management - Parking	1218 W Sprague Ave		Commercial Parking	25	110.00
5485	1	WSU Athletics	618 W Riverside Ave	#102	Retail Ground	5635	1859.55
1170	3C	XS Wholesale Jewelers	621 W Mallon Ave	#307	Retail Ground	1296	207.36
2222	2	Zayo Bandwidth NW	422 W Riverside Ave	#317	Office Upper	396	110.00
3839	2	Zayo Bandwidth NW	422 W Riverside Ave	#325	Office Upper	1565	219.10







**DOWNTOWN SPOKANE  
BUSINESS IMPROVEMENT DISTRICT  
Special Assessment Matrix**

**I. TENANT ASSESSMENT FORMULA**

All tenant assessments are based upon square footage of space per lease except where noted. *There is an annual minimum assessment of \$110.00 per tenant.*

<u>Type of Tenant</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4*</u>
Retail Tenants -Ground floor and skywalk	\$0.33	\$0.19	\$0.16	-0-
Office Tenants -Ground floor and skywalk	\$0.19	\$0.18	\$0.15	-0-
Office and Retail Tenants -Upper floors and basement	\$0.15	\$0.14	\$0.12	-0-
Manufacturing Tenants	\$0.15	\$0.14	\$0.12	-0-
Commercial Parking -per space assessment	\$4.56	\$3.80	\$3.04	-0-
Commercial Theaters -per seat assessment	\$3.80	\$2.89	\$2.44	-0-
Apartments -per unit assessment	\$6.09	\$5.32	\$4.56	-0-

<u>Combined Tenant/Owner</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone4</u>
Hotels and Motels -per room assessment	\$30.42	\$30.42	\$30.42	-0-

**II. PROPERTY OWNER ASSESSMENT FORMULA**

Property owner assessments are based upon current values for land plus improvements, no exemptions, and are calculated at a rate per \$1,000 of total assessed value. Each property including its tenants shall be assessed under both the tenant and property owner formulas. *There is an annual minimum assessment of \$110.00 per property parcel.*

<u>Type of Owner</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone4</u>
Private Property	\$1.10	\$1.10	\$0.70	-0-
Government	\$0.80	\$0.80	\$0.60	-0-
Residential/Condominiums -per unit assessment	\$0.60 up to a max of \$215	\$0.60 up to a max of \$215	\$0.40 up to a max of \$215	-0-
Public Facilities District	\$0.31	\$0.31	\$0.31	-0-

---

**III. GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA**

<u>Type</u>	<u>Zone 4*</u>
Public Parks -per acre assessment	\$181.98

**IV. GENERAL EXEMPTIONS**

The following will be exempt from special assessments:

1. Organizations and property owners recognized under Section 501(c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;
2. Government agencies exempt from taxation pursuant to state or federal law;
3. Organizations conducting business in the BID less than 30 days per year.

**V. TENANT EXEMPTIONS**

The following tenants will be exempt from special assessments:

1. Businesses in the district less than 30 days per year.

**ASSESSMENT GUIDELINES**

Chapter 4.31 of the Spokane Municipal Code (SMC), as originally adopted in Ordinance No. C-32923 and as subsequently amended by the City Council, provides for the levy of special assessments upon businesses and properties within the area designated as the Downtown Business Improvement District (BID). The BID Ratepayer Advisory Board submits to City Council an annual BID Management Plan including a proposed budget and special assessment matrix. In early December, City Council holds a public hearing to approve the next year's assessment rolls.

The following guidelines are provided as a supplement to the assessment matrix:

- Assessment rates are annual and are based upon gross leasable space (including storage) except where noted. If a ratepayer elects to pay the assessment in two installments there will be a \$10.00 service charge levied on each installment.
- A pro-rated assessment shall be available to tenant ratepayers upon request.
  - The pro-rated assessment shall be based on a full month, i.e. If a ratepayer leaves the district March 15<sup>th</sup> they will be invoiced for three full months.
  - A pro-rated assessment shall be available only to tenant ratepayers who move out of the district. When a tenant moves within the district, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.
- A pro-rated assessment shall be available to property owners upon request.
  - If the property is sold during the first half of the calendar year (Jan-Jun) the owner will be responsible for the first half assessment only.
  - If the property is sold during the second half of the calendar year (Jul-Dec) the owner will be responsible for the full year's assessment.

- 
- Assessments are based upon four “benefit zones”, each of which pays a different level of assessment based upon the services it receives.
  - A minimum assessment of \$110.00 is levied for each tenant and/or property parcel.
  - The following will be exempt from assessment: Organizations and property owners recognized under Section 501 (c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization; Governmental agencies exempt from taxation pursuant to State and Federal law, and organizations conducting business in the BID less than 30 days per year.
  - No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
  - The Downtown Spokane Partnership office should be contacted immediately to discuss any situations not covered in the above guidelines.
  - Manufacturing businesses should have their businesses classified, and assessments applied, consistent with other uses in the District. Business classifications (i.e., office/manufacturing) should not be prorated for a single business operation. Per Section 4, Part E, “if multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use that has the greatest proportional square footage of a building compared to other uses.

## DISPUTES

The majority of assessment questions are quickly resolved by the City of Spokane or the Downtown Spokane Partnership. If a satisfactory conclusion is not reached, a ratepayer aggrieved by the amount of an assessment or delinquency charge, shall request, **within sixty (60) days of the assessment or charge**, a hearing before the BID Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available at the Downtown Spokane Partnership office.

## SPECIAL ASSESSMENTS

The City of Spokane will levy a special assessment on each business, organization, building and a property within the area by applying an assessment rate according to the current assessment formula approved by City Council.

### Assessment Rate Increases

Proposals with regards to assessment rate changes (including minimums, maximums, exemptions and increases) are all subject to approval by City Council per RCW 35.87A.

Subsequent increases of the amount of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index of the Western U.S. City Average for all urban consumers (CPI-U). The percentage increase in the assessment formula shall be computed as follows:

$$\frac{[(\text{Ending CPI-U} - \text{Beginning CPI-U}) \div \text{Beginning CPI-U}] \times 100}{1} = \text{Percentage Increase}$$

$$\frac{[(\text{July Present Year} - \text{July Previous Year}) \div \text{July Previous Year}] \times 100}{1} = \text{Percentage Increase}$$

---

**Assessment Policies**

1. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
2. All parking that is open and accessible to the public, including hotel lots and garages, for which a fee is charged shall be assessed on the same basis as commercial parking. For purposes of this assessment, commercial parking is defined as a parking space that is open and accessible to the public for which a charge is assessed for the privilege of parking a vehicle in the parking space for a set period of time.
3. Public parks will be assessed for both property and tenancy at one rate per number of acres.
4. A minimum assessment of one hundred and ten dollars (\$110.00) will be applied to every business or property parcel within the boundaries.
5. Square footage will be combined for office or retail tenants occupying multiple spaces in one building.



**Agenda Sheet for City Council Meeting of:**  
12/04/2023

<b>Date Rec'd</b>	11/21/2023
<b>Clerk's File #</b>	ORD C36479
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Project #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - ORDINANCE APPROVING & CONFIRMING THE 2024 ASSESSMENTS FOR		

**Agenda Wording**

An ordinance approving and confirming the 2024 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377, as codified and amended in chapter 04.31C SMC.

**Summary (Background)**

City Council approved Resolution 2023-0087 giving notice of a public hearing on the 2024 Assessment Roll for the East Sprague Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	F&A 9/18/23 and
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CP Kinnear & CM
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	smacdonald@spokanecityorg	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		abeck@spokanecity.org	
<b>Purchasing</b>		tstripes@spokanecity.org	
		mpiccolo@spokanecity.org	
		twallace@spokanecity.org	
		laverne.esba@gmail.com	



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

### **Agenda Wording**

### **Summary (Background)**

To finance the programs authorized in the East Sprague PBI, the City levies an annual special assessment upon real properties, multi-family residential, and mixed-use projects within the district. All ratepayers were sent notice of assessments and the hearing date.

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**

chrisv@communityframeworks.org

rbenzie@spokanecity.org

amccall@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name</b>	Amanda Beck
<b>Contact Email &amp; Phone</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> , x6414
<b>Council Sponsor(s)</b>	Council Members Kinnear and Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 East Sprague Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC.</p> <p>Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>• City Council sets an assessment roll hearing date by resolution;</li> <li>• City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC;</li> <li>• City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>• The City Council approves an assessment roll at the hearing;</li> <li>• City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action</b>	Approve Resolution setting date for assessment rolls ordinance public hearing
<p><b>Fiscal Impact</b></p> <p>Total Cost:</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source                    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: BID special assessments from Downtown and East Sprague ratepayers</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: N/A</p>	

**Operations Impacts**

*What impacts would the proposal have on historically excluded communities?*

In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

*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?*

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient.

*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 creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board’s Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the ESBID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.



## ORDINANCE NO. C36479

AN ORDINANCE APPROVING AND CONFIRMING THE 2024 ASSESSMENTS AND ASSESSMENT ROLL FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C35377 AS CODIFIED AND AMENDED IN CHAPTER 04.31C SMC.

WHEREAS, on October 9, 2023, the Spokane City Council passed Resolution 2023–0087, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution 2023–0087, a public hearing was held on December 4, 2023 to take public testimony regarding the assessments and assessment roll for the East Sprague Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the East Sprague Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2024 assessments and the assessment roll of the East Sprague Parking and Business Improvement Area, established under Ordinance C35377, as codified and amended in Chapter 04.31C SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects as described in RCW 35.87A.020(4), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C35377, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 04.31C.100, the projects, programs, activities and budget for the 2024 East Sprague Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk are due on January 31, 2024. The ratepayer may elect to make payments in two installments with the first half of the assessment due and payable on the 31<sup>st</sup> day of January, 2024, and the second half of the assessment due and payable on the 31<sup>st</sup> day of July, 2024. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

APPENDIX A – 2024 ESBID PBIA

EAST SPRAGUE  
BUSINESS IMPROVEMENT DISTRICT  
Special Assessment Matrix

Estimated Annual Revenue	% Assessment based on Land Square Footage (LSF)		% Assessment based on Taxable Assessed Value (TAV)	Total Parcels
<b>\$83,000.83</b>	75%		25%	242
Benefit Area	Minimums	Maximums	Rate per LSF	Rate per \$1,000 TAV
Zone 1: Center and Corridor (Commercial)	\$265.00	\$1,272.00	3.1 cents	60 cents
Zone 2: General Commercial	\$132.50	\$636.00	1.6 cents	30 cents
Zone 3: Industrial	\$68.90	\$318.00	0.7 cents	15 cents

2024 represents the ninth assessment year for the East Sprague BID since 2016. As per section 4.31C.040(C)(3) of the Spokane Municipal Code, for subsequent years the assessment will continue on a three-year cycle as provided by SMC 4.31C.040(C)(2). The ninth year represents the third year of a three-year cycle. To account for inflation and maintain the equivalent buying power, in 2022 the assessment rate on LSF was increased by an Inflationary Factor that was equal to the percentage change in CPI for All Urban Consumers (CPI-U) West Region since the first assessment year, and applied to 2021 property information. The TAV rate remains the same.

In 2022, City Council approved Ordinance C36255 to ensure that the annual assessment stays apace with inflation, which amended the assessment formula such that the minimum and maximum LSF amounts are adjusted annually in the same percentage and manner as determined by the Inflationary Factor.

For 2024 the assessments will equal the “fourth year” (2022) multiplied by a CPI factor that is the lesser of 6 percent or the percentage change in CPI for All Urban Consumers (CPI-U) West Region between June 2021 and June 2023.

The CPI for All Urban Consumers (CPI-U): West Region between June 2021 and June 2022 was 12.55 percent. Therefore, 2022 assessments were increased by 6.0 percent for the 2024 assessment year.



# 2024 Management Plan

East Sprague Parking and Business Improvement Area (PBIA)



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# 2024 East Sprague PBIA Management Plan

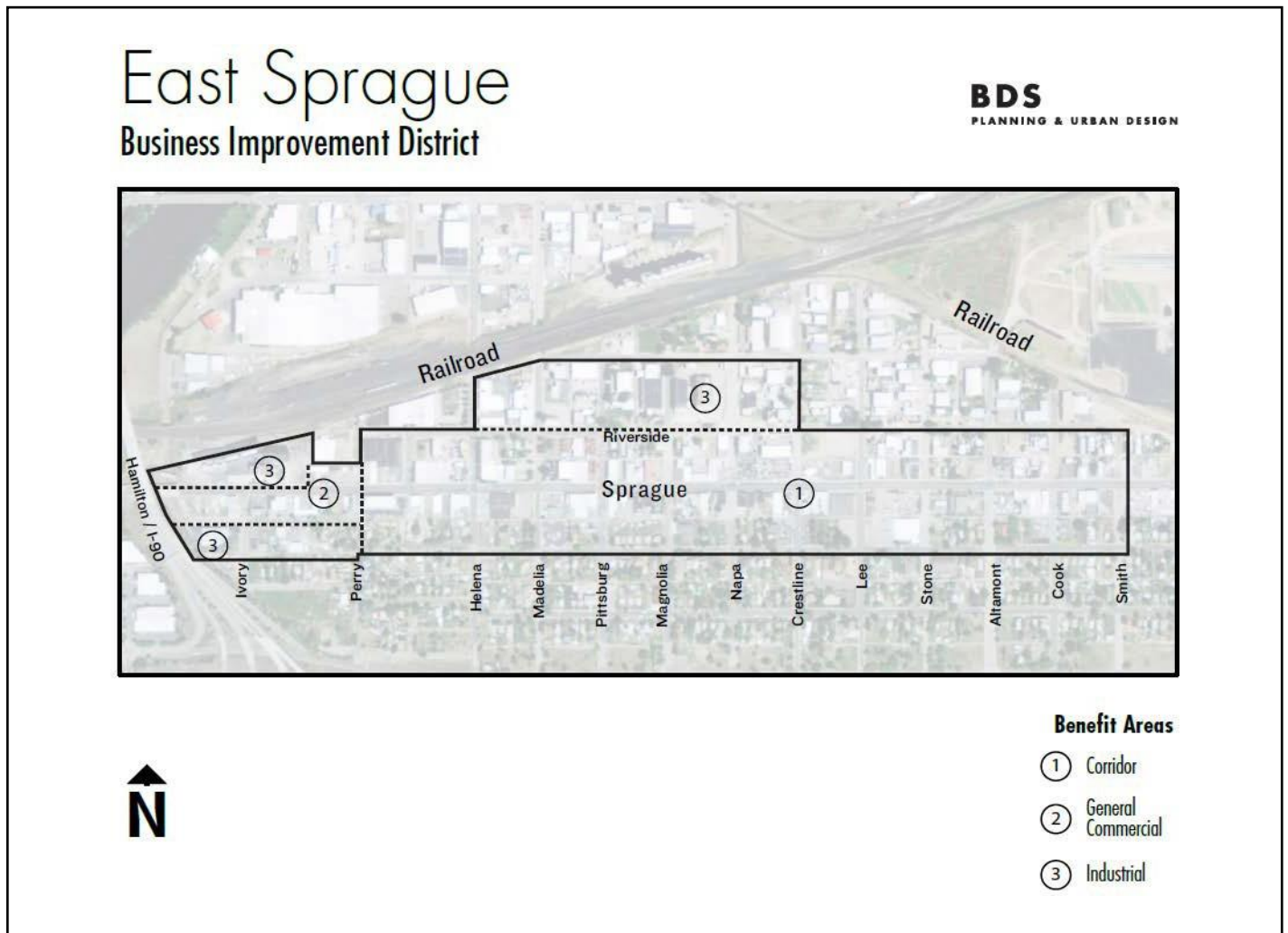
## Table of Contents

East Sprague PBIA Information .....	3
Administration.....	4
2023 Revenue & Expense Information .....	5
2023 East Sprague PBIA Program Summary .....	6
Scope of Services .....	7
PBIA Partners.....	8
Our 2023 Events .....	9
2024 Revenue Budget.....	10
2024 Anticipated Revenue & Expense Information .....	11
PBIA 2024 Budget .....	12
City - BID Assets.....	13

## East Sprague PBIA Information

The Spokane City Council created the East Sprague Parking and Business Improvement Area (PBIA) in April 2016. This PBIA is authorized by Washington State law to aid economic development and neighborhood revitalization as well as Spokane Municipal Code SMC Chapter 4.31C.

The East Sprague BID includes 242 commercial and multifamily parcels in three benefit zones as represented in the map below.



The PBIA assessments continue to enhance the streetscape and surrounding area. The PBIA programs are: Clean and Green, Safety and Security, Marketing and Branding, and Neighborhood Beautification. These programs are critical in continuing the revitalization of the East Sprague business corridor and neighborhood. The PBIA encourages future investments by providing services to keep the district streets clean, safe, attractive, and economically vibrant.

The East Sprague PBIA Ratepayer Advisory Board and ESBA are sensitive to the needs of its varied ratepayers. The PBIA Ratepayer Advisory Board and ESBA carefully select service expansion or retraction to meet the changing demands of an East Sprague business corridor during its revitalization.



## Administration

The East Spokane Business Association (ESBA) is a 501 (c) 6 Private Non-profit Membership Organization. The City of Spokane hired ESBA to administer the East Sprague PBIA. Under this agreement, ESBA oversees the implementation of enhanced public services within the PBIA. The annual management plan includes the budget and supervises the PBIA's day-to-day delivery program and various service elements.

The PBIA Ratepayer Advisory Board makes recommendations to ESBA for delivery of program services. ESBA's Board of Directors provides supplemental administration and management of the PBIA program on behalf of the ratepayers at no cost to the PBIA.

A ratepayer database has been established to maintain current ratepayer address and payment information.



### ESBA Board of Directors 2023

Barbara Woodbridge, President

Danny Beard, Vice President

George Demakis, Treasurer

Jake Swartz, Secretary

Members at Large:

Larry Stone

Jim Hanley

Cyndi Fridye

---

PBIA Ratepayers are notified 30 days in advance of the Annual Ratepayer Meeting which is held the third Wednesday of December. The meeting location is at: Sprague Union Terrace, 1420 E Sprague, Spokane, WA 99202 at no cost to the ratepayers. Monthly/Annual reports are provided to the City of Spokane.

For a Fixed Asset List (see Attachment A.)

## East Sprague PBIA Ratepayer Advisory Board

The Ratepayer Advisory Board represents the interests of Ratepayers by:

- Establishing operating procedures
- Developing budgets
- Advising the City regarding assets maintenance
- Monitoring service deliveries
- Planning for the future of the PBIA in an advisory capacity
- Reviews all assessment issues and resolutions
- Establish Partnerships

The PBIA Ratepayer Advisory Board and ESBA Board meet regularly to discuss budget, management, and program delivery issues on behalf of the PBIA ratepayers.

Advisory Board positions are designated by zone (1-3) to ensure that the PBIA's interests are well represented.

### 2023 Ratepayer Advisory Board

- Chris Venne, President
- Amy Vega, Vice President
- Dana Reinke, Secretary
- Tresa Schmutz, Treasurer
- Sam Mace
- Barbara Woodbridge – ex officio

## 2023 Revenue & Expense Information

### Revenue Collection

On September 17, 2022, the City of Spokane provided an online payment portal to improve Ratepayer payment processing access. That link is: <https://my.spokanecity.org/assessmentpayments/> The City and ESBA have worked on past due accounts from 2020 to present. Unpaid invoices have been turned over to collections. A payment tab has also been applied to our website.

<b>Ratepayer Contribution 2022</b>	<b>Ratepayer Contribution 2023</b>
92%	93%

### 2023 Expense vs Actual Summary as of 10/31/2023

	Budgeted	Actual
Administration	25%	25%
Clean and Green	33%	41%
District Beautification	20%	15%
Marketing and Branding	12%	5%*
Safety & Security	10%	7%**

\*Additional funds will be spent for Holiday on the Ave scheduled for December 2, 2023

\*\*Additional funds will be spent for snow removal during November & December 2023

# 2023 East Sprague PBIA Program Summary



- **Clean and Green:**

The PBIA has removed over 6 tons of garbage as of October 31, 2023. Our budget has been impacted with the increased sidewalk trash and weekly trash bin collection.

Landscape pruning, maintenance, and weeding has been performed on a monthly (or ongoing) basis.

- **District Beautification:**

The PBIA purchased 108 hanging flower baskets and worked with the City Water Department to ensure the health and well-being of the plants. The hanging plants were monitored. U.S. Holiday flags have been purchased and flown from May to July and October to November. ***\*\*New Partnership with ESBA to purchase additional flags for the Avista poles\*\**** ***\*\*New Partnership with Avista to allow flags on their poles\*\****

We have implemented an installation schedule to provide year-round service expectations.

- **Marketing and Branding:**

We anticipate spending our remaining Market and Branding budget for 2023 for the holiday season.

Facebook and website information is updated monthly.

The PBIA assisted the Business District to implement three “On the Ave” events for 2023. ***\*\*New Partnership with Visit Spokane for Merry & Magical\*\****

The PBIA is collecting historical information to implement a historical scavenger hunt walking map.

- **Safety and Security:**

The PBIA has a sidewalk snow removal plan for pedestrian safety. This snow removal program goes into effect whenever the snow accumulates two inches or more.

The PBIA continues to experience unwanted camping under the viaducts which restricts pedestrian safety and encroaches on private property. This is an ongoing issue, and we continue to call 311 with these violations.

An online Graffiti removal Form is being used which allows ratepayers to notify the PBIA of graffiti on their property. [PBIA Graffiti Property Abatement Form \(google.com\)](https://www.google.com) ***\*\*New Partnership with ESD101 for Graffiti Removal\*\****

**Committee Chairs:**

Beautification – Bob Mauk/Amy Vega

Safety & Security – Darryl Reber

Branding & Marketing – Dana Reinke/Heather Hanley

Clean & Green – LaVerne Biel/Jim Hanley

## Scope of Services

### Work Revitalization Program and Service Level Agreement

The East Sprague PBIA works directly with the Planning and Economic Development Department and other appropriate City Departments. (Work Plan 1.5)

The East Sprague PBIA will work to find ways to implement its beautification program that may include, (but not limited to), wayfinding and commercial district signage, permitted street tree pruning and care, seasonal or holiday banners, decorative twinkle or holiday lighting, and hanging planters/pots of seasonal plantings.

For all district beautification activities involving the installation of new permanent amenities (e.g. garbage cans, benches, and bike racks), the Association will notify the City of Spokane Planning and Economic Department to Administer the PBIA Administrating and Operations Agreement for the East Sprague PBIA. The City will be notified when affixed streetscape amenities suffer damage or need repairs, including:

- District irrigation systems
- Trash cans
- Pedestrian or streetlights
- Traffic signage
- Stormwater facilities: grates, trees, or plant gardens, and or other amenities installed or managed by the City.

The Planning and Economic Development Department will notify the appropriate Department of the damage or items that needed work. (Work Plan 2.7)

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*The purpose of the East Sprague PBIA is to improve East Spokane through services including clean & green, district beautification, branding & marketing, safety & security, and administration.*

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## PBIA Partners

The PBIA is collaborating with these Community Partners to provide quality services for our community, district, and ratepayers.



**ESD101** – *Graffiti Removal*



**Visit Spokane** – *“Merry & Magical” Holiday Lighting and Advertisement*

**Mending Fences Fellowship/ Truth Ministries** – *Viaduct Clean Up and Painting*



**ESBA** – *Purchased Flags for the Avista Poles (extending the flag program for the entire District)*

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*“One finger cannot lift a pebble.” Hopi proverb*

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## Our 2023 Events

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### SPRING ON THE AVE APRIL 15, 2023



#### EVENT TIDBITS

- 600+ people attended
- 20 Pop-up Shop Vendors on event day
- Customer feedback very positive.

#### SHOP HOP GIVEAWAY

- 22 district businesses donated a combined \$1670 to grand prize
- 20 businesses participated in shop hop
- Businesses decorated windows in spring-time yellow theme and handed out seed packets
- 143 people turned in a combined 342 entries (patrons could get bonus entries)
- First 100 who turned in entries received a signed 11x17 poster signed by artist, Jan Bock
- Three names were drawn to receive one of three grand prizes (\$750, \$520, \$400).

#### EVENT FUNDED BY LOCAL BUSINESSES

- Shop Hop Participating Businesses contributed \$50 + \$25-\$150 gift cert/card/product each
- Event Sponsors - Peters and Sons Flowers, A-1 Automotive Repair Center, The Tin Roof, Bide & Burgeon, Rick's Kar Korner, River City Roofing.

#### EVENT HAPPENINGS

- Live music, giveaways, flash sales, workshops, make-&-takes, spring-themed activities
- Garden art show at New Moon Art Gallery
- Free Photo Booth at Creative Catch Studio
- Pop up Shops hosted at 7 business locations.

### HOLIDAY ON THE AVE DECEMBER 2, 2023



#### EVENT HAPPENINGS

- Ice carving demonstration at Blue Cat Vintage by Heindl Tree Care
- Live carolers by CYT Spokane
- Pop-up shops hosted at multiple businesses
- Photos with Santa at Creative Catch Studio
- Appearances by the Grinch
- Giveaways, Flash sales, Make-&-takes
- Kids cookie decorating at Wake Up Call.

#### EVENT FUNDED BY LOCAL BUSINESSES

- Event Sponsors - Trek Architecture, SDS Commercial, US Bank, A-1 Auto Repair, Zip's Drive In.

### AUTUMN ON THE AVE OCTOBER 14, 2023



#### EVENT TIDBITS

- 600+ people attended
- Many businesses seen increase in foot traffic (+30%) and sales (10%-500%)
- 15 Pop-up Shop Vendors
- Customer feedback was positive

#### SHOP HOP GIVEAWAY

- 25 district businesses donated a combined \$1,430 to grand prize
- 16 businesses participated in shop hop
- 114 people turned in entries
- The first 100 participants who turned in entries received a signed 11x17 poster signed by poster artist, Karli Fairbanks
- Three names were drawn to receive one of three grand prizes (\$650, \$380, \$250).

#### EVENT FUNDED BY LOCAL BUSINESSES

- Shop Hop Participating Businesses contributed \$50 + \$25-\$150 gift cert/card/product each
- Participating Vendors contributed \$25 each
- Event Sponsors - Trek Architecture, SDS Commercial, US Bank, The Tin Roof, Zip's Drive In, Sonnenshera's Market & Deli.

#### EVENT HAPPENINGS

- Stilt Walkers - Spokane Aerial Performance Arts
- Petting Zoo at Spokane HOPE - Kari's Krütterz
- Corner Carnival Games at The Tin Roof hosted by Ferris Cheerleaders
- Cotton Candy - Spokane Sugar Candy
- Wine Tasting at Wake Up Call Union Cafe
- Free Photo Booth at Creative Catch Studio
- Pop up Shops hosted at 6 business locations.



#### Event Planning Committee members

Dana Reinke - BID Liaison and Committee Chair  
Janet Taylor - Business Coordinator  
Fielding Chelf - Secretary + Events Listing Coordinator

#### Event Chairs

Spring on the Ave - Janet Taylor, Fielding Chelf  
Autumn on the Ave - Heather Hanley  
Holiday on the Ave - Dana Reinke

# 2024 Revenue Budget

## Income Summary

The PBIA is funded by the annual assessments paid by the ratepayers within the East Sprague PBIA.



Per Zone	Revenue
Zone 1	\$74,073.27
Zone 2	\$3,458.95
Zone 3	\$5,468.61
	<b>\$83,000.83</b>

Rate Change Per Ordinance No. C36255 – Resolution No. 2022-0076 Passed by Spokane City Council

Benefit Area	Minimum (per parcel)	Maximum (per parcel)	Rate per Lot Square Foot	Rate per \$1,000 Total Assessed Value
Zone 1 Corridor Zoning	\$265	\$1,272	2.5 cents	+60 cents
Zone 2 General Commercial	\$132.50	\$636	1.3 cents	+30 cents
Zone 3 Industrial	\$68.90	\$318	0.6 cents	+15 cents

## 2024 Anticipated Revenue & Expense Information

### 2024 Budget Information (based on 93% of expected revenue)

Percentages	Budgeted
Administration	25%
Clean and Green	32%
District Beautification	13%
Marketing and Branding	17%
Safety & Security	13%

Dollar Amounts	Budgeted
Administration	\$19,298
Clean and Green	\$24,701
District Beautification	\$10,035
Marketing and Branding	\$13,122
Safety & Security	\$10,035

### 2024 Goals:

- ❖ CSO Tank Event Space
- ❖ Historical Walking Scavenger Hunt
- ❖ Increase Board Representation for Zone 3



2023 President – Barbara Woodbridge

#### ESBA Contact information:

EZBIZ.org  
East Spokane Business Association  
PO Box 4132, Spokane, WA 99220  
ESBA Executive Director: LaVerne  
Biel; email: [laverne.esba@gmail.com](mailto:laverne.esba@gmail.com)



PBIA 2024 Budget

East Sprague PBIA 2024 Budget

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total	Budget	Difference
<b>Assessment Income</b>			\$19,297.69			\$19,297.69			\$19,297.69			\$19,297.69	\$ 77,190.77		
Event Service Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Prior Year Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Uncategorized Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total Income</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Gross Profit</b>	\$ -	\$ -	\$ 19,297.69	\$ -	\$ -	\$ 19,297.69	\$ -	\$ -	\$ 19,297.69	\$ -	\$ -	\$ 19,297.69	\$ 77,190.77		
<b>EXPENSES</b>															
<b>ADMINISTRATION</b>															
Consultscape LLC	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	1452.5	17430		
Meeting Room Rental	75	75	75	75	75	75	75	75	75	75	75	250	1075		
Quickbooks (increased rates)	64.86	64.86	64.86	64.86	64.86	64.86	64.86	64.86	64.86	64.86	64.86	64.86	778.32		
<b>Total Administration</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1592.36</b>	<b>1767.36</b>	<b>19,283.32</b>	<b>19,297.69</b>	<b>(14.37)</b>
<b>CLEAN &amp; GREEN</b>															
Sumac	1600	1600	1800	1600	1600	1800	1600	1600	1800	1600	1800	1600	20000		
Dump Fees (City of Spokane)	50	50	100	50	50	100	50	50	100	50	50	100	800		
Tree Trimming			3900										3900		
<b>Total Clean &amp; Green</b>	<b>1650</b>	<b>1650</b>	<b>5800</b>	<b>1650</b>	<b>1650</b>	<b>1900</b>	<b>1650</b>	<b>1650</b>	<b>1900</b>	<b>1650</b>	<b>1850</b>	<b>1700</b>	<b>24,700.00</b>	<b>24,701.05</b>	<b>(1.05)</b>
<b>BRANDING+MARKETING</b>															
Cadmar Creative	150	150	150	150	150	150	150	150	150	150	150	150	1800		
Website Maintenance	200	200	200	200	200	200	200	200	200	200	200	200	2400		
Annual Mailer												1100	1100		
Holiday on the Ave										550		550	1100		
General Marketing - Social Media Ads												397	397		
Holiday Decorations				400					400			400	1200		
Sumac Installation/Removal	400		400		400		400		400		400		2400		
Gateway Project (Flags)		2500											2500		
Walking Map	75	75	75	75	75	75	75	75	75	75	75	75	900		
Flag Cleaning	125		125		125		125		125		125		750		
<b>Total Branding+Marketing</b>	<b>750</b>	<b>2850</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>350</b>	<b>750</b>	<b>350</b>	<b>1150</b>	<b>900</b>	<b>3000</b>	<b>747</b>	<b>13,097.00</b>	<b>13,122.43</b>	<b>(25.43)</b>
<b>BEAUTIFICATION</b>															
Flower Baskets					8950								8950		
Sidewalk Planter Box					75								75		
Fertilizer					100		100						200		
Install/remove flowers (Sumac)					400					400			800		
													0		
<b>Total Beautification</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9525</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>10,025.00</b>	<b>10,034.80</b>	<b>(9.80)</b>
<b>SAFETY &amp; SECURITY</b>															
Snowblowing/Sidewalk Sweeper (Sumac)	1300	900	900	0	0	0	0	0	0			350	3800		
Fuel/Maintenance (Ventrac)	400	400	200									1050	2450		
Equipment Insurance	650												650		
Ice melt	750										750		1500		
Graffiti Removal	1500												1500		
<b>Total Safety &amp; Security</b>	<b>4600</b>	<b>1300</b>	<b>1100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2150</b>	<b>750</b>	<b>9,900</b>	<b>10,034.80</b>	<b>(134.80)</b>
<b>MISC EXPENSES/CONTINGENCY</b>															
													0		
<b>Total Misc</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>77,190.77</b>	<b>(77,190.77)</b>
<b>Total</b>	<b>8,592.36</b>	<b>4,542.36</b>	<b>9,242.36</b>	<b>3,992.36</b>	<b>13,517.36</b>	<b>3,842.36</b>	<b>4,092.36</b>	<b>3,592.36</b>	<b>4,642.36</b>	<b>4,542.36</b>	<b>8,592.36</b>	<b>4,964.36</b>	<b>77,005.32</b>		

City - BID Assets

Year	Issue	Known Event	Details	Police Report	Accident Date	Location	Dept	Contact Date	Contact	Repair	Repair Date
2019	Water hook up on replaced light pole	Vehicle Accident				1701 E Sprague (Key Shop)	Water Dept	7/2/2021	Teri Stripes	Confirmed repaired	4/27/2023
2019	Tree replacement	Vehicle Accident		2021-20069899	5/3/2021	1816 E Sprague	Urban Forestry	7/2/2021	Teri Stripes		
2020	Tree replacement	Vehicle Accident		2020-20013212		1611 E Sprague (Ross Printing)	Urban Forestry	5/2/2022	Teri Stripes		
2020	Garbage can replacement	Vehicle Accident				1900 E Sprague	Solid Waste	5/2/2022	Teri Stripes		
2020	Garbage can replacement	Vehicle Accident		2019-20070096		1906 E Sprague (Mending Fences)	Solid Waste	5/2/2022	Teri Stripes		
2020	Tree replacement	Vehicle Accident				2020 E Sprague	Urban Forestry	5/2/2022	Teri Stripes		
2021	Light Pole & Water Hook up	Vehicle Accident		2021-20136674	7/3/2021	SE Corner Magnolia/Sprague	Streets/Water Dept	8/13/2021	Teri Stripes	Light Pole (5/22: Water 4/23)	5/2/2022
2021	Light Pole & Water Hook up	Vehicle Accident		2021-20136674	7/3/2021	SE Corner Magnolia/Sprague	Streets/Water Dept	8/13/2021	Teri Stripes	Light Pole and Water hookup	Apr-23
2021	Garbage can replacement	Vehicle Accident		2021-20069899	5/3/2021	SE Corner Magnolia/Sprague	Solid Waste	7/2/2021	Teri Stripes		
2022	Garbage can maintenance	Wear & Tear	Drop door missing			1702 E Sprague (Post Office)	Solid Waste	5/2/2022	Teri Stripes		
2022	Remove garbage can in front of Blue Cat Vintage and replace SE Corner Magnolia/Sprague						Solid Waste	5/2/2022	Teri Stripes		
2022	Entire 2000 Block	Lack of water	Trees and Plants Dying or dead				Streets/Water Dept	7/2/2022	Teri Stripes		
2022	Light Pole Base damage	Wear & Tear	<a href="#">lightpoleBenedittosIMG-0620.jpg</a>			1909 E Sprague (Bennidito's)	Signals & Lighting	5/6/2022	Teri Stripes		July 2023
2022	Water drippers not working	Clogged drippers	1/2 dripper in front of Ivory Table is working and the SW light pole on the 1800 block is working. The rest of the drippers on the 1800 block (both sides of the street are not working		5/13/2022	1800 Block of E Sprague	Water Dept	5/13/2022	Teri Stripes	Verified they were working as designed	7/12/2022

2022	Watering System Throughout District	Not functioning	Water is not getting to ground plants nor the hanging plants		5/19/2022	Entire District	Water Dept	5/19/2022	Teri Stripes	Verified they were working as designed	May-22
2022	Water drippers not working	Clogged drippers	Two dead hanging baskets due to lack of water		5/31/2022	Post Office Block	Water Dept	5/31/2022	Teri Stripes	Corrected	7/12/2022
2022	Water drippers not working	Clogged drippers	2 dead in front of Post Off - Several dead or dying on 1800 block - 1 dead in front of Benneditos 1900 Block - 1 dead on 2000 block in front of Two Women's Vintage		6/7/2022	Multiple locations	Water Dept	6/7/2022	Teri Stripes	Corrected	7/12/2022
2022	Tree replacement	Lack of Water	Completely dead			1817 E Sprague	Urban Forestry	07/13/022	Teri Stripes		
2023	Water drippers not working	Lack of Water	Dead or dying			Complete District	Water Dept	8/23/2023	Teri Stripes	No response from Streets	
2023	Tree replacements for the district	Ongoing Traffic Calming Maintenance	Damaged trees throughout the distict			Complete District - using Tree Grant Money to replace damaged Trees	Urban Forestry	10/04/2023	Teri Stripes	Katie Konsanke	
2023	Turn water drippers off	Water running onto sidewalks	Hanging baskets have been removed			Complete District	Water Dept	10/29/2023	Teri Stripes	No response from Streets	

East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

									2024 Assessment
									Minimum/Maximum
									Zone 1= \$265/\$1,272
									Zone 2= \$132.50/\$636
									Zone 3= \$68.90/\$318
Parcel Number	Ratepayer Name	Site Address	Mailing Address	City	State	Zip	Zone #	Benefit Zone	
35163.2901	BREESNEE JR, JAMES M	134 N NAPA ST	5815 E 15TH AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.2902	BREESNEE JR, JAMES M	130 N NAPA ST	5815 E 15TH AVE	SPOKANE	WA	99212-3280	3	Industrial	\$80.63
35163.2905	CK VENTURES, LLC	122 N NAPA ST	10020 NE 72ND AVE # 104	VANCOUVER	WA	98686-6041	3	Industrial	\$132.77
35163.2907	CHAN, JOHNATHAN	108 N NAPA ST	1314 S GRAND BLVD STE 2 BOX 189	SPOKANE	WA	99201	3	Industrial	\$68.90
35163.2908	CHAN, JOHNATHAN	102 N NAPA ST	1314 S GRAND BLVD STE 2 BOX 189	SPOKANE	WA	99201	3	Industrial	\$68.90
35163.2912	GARBER, DAYLE & DESIREE	111 N CRESTLINE ST	111 N CRESTLINE ST	SPOKANE	WA	99202	3	Industrial	\$74.14
35163.2913	FAUSETT, EMILY ANN & HARLEY	115 N CRESTLINE ST	115 N CRESTLINE ST	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.2914	PALMER, J / MANCINI-PALMER, E / PALMER K	119 N CRESTLINE ST	5512 S OAKRIDGE DR	SPOKANE	WA	99224	3	Industrial	\$68.90
35163.2915	QUIGLEY INVESTMENT COMPANY	125 N CRESTLINE ST	601 W MAIN AVE STE 400	SPOKANE	WA	99201	3	Industrial	\$96.99
35163.2916	QUIGLEY INVESTMENT COMPANY	129 N CRESTLINE ST	601 W MAIN AVE STE 400	SPOKANE	WA	99201	3	Industrial	\$104.54
35163.2917	GARBER, DAYLE	116 N NAPA ST	15516 N MEADOWGLEN CT	SPOKANE	WA	99208-8532	3	Industrial	\$135.43
35163.2919	JBLACK PROPERTIES LLC	2025 E RIVERSIDE AVE	801 W RIVERSIDE AVE # 300	SPOKANE	WA	99201	3	Industrial	\$123.27
35163.3001	MCKINLEY SCHOOL LLC	120 N MAGNOLIA ST	2208 W 2ND AVE	SPOKANE	WA	99201-5417	3	Industrial	\$318.00
35163.3101	DEXTER BEAN HOLDINGS LLC	130 N PITTSBURG ST	5416 S QUAIL RIDGE CIR	SPOKANE	WA	99223	3	Industrial	\$68.90
35163.3106	TORMINO'S PROPERTIES LLC	114 N PITTSBURG ST	2706 E MT VERNON CT	SPOKANE	WA	99223-	3	Industrial	\$71.65
35163.3107	VEGA PARTNERS LLC	108 N PITTSBURG ST	2208 W 2ND AVE	SPOKANE	WA	99201-5417	3	Industrial	\$68.90
35163.3108	VEGA PARTNERS LLC	1805 E RIVERSIDE AVE	2208 W 2ND AVE	SPOKANE	WA	99201-5417	3	Industrial	\$68.90
35163.3118	CMC PROPERTY INVESTMENTS	1817 E RIVERSIDE AVE	919 W CRESTVIEW RD	SPOKANE	WA	99224	3	Industrial	\$68.90
35163.3120	DEXTER BEAN HOLDINGS LLC	115 N MAGNOLIA ST	5416 S QUAIL RIDGE CIR	SPOKANE	WA	99223	3	Industrial	\$318.00
35163.3121	STANDAL INVESTMENTS LLC	126 N PITTSBURG ST	3337 W HORIZON AVE	SPOKANE	WA	99208-8812	3	Industrial	\$225.04
35163.3201	MADELIA LLC	134 N MADELIA ST	134 N MADELIA ST	SPOKANE	WA	99202	3	Industrial	\$84.22
35163.3202	MADELIA LLC	130 N MADELIA ST	134 N MADELIA ST	SPOKANE	WA	99202	3	Industrial	\$101.70
35163.3203	CARONE LLC	126 N MADELIA ST	7718 N PANORAMA DR	SPOKANE	WA	99208	3	Industrial	\$68.90
35163.3204	CARONE LLC	122 N MADELIA ST	7718 N PANORAMA DR	SPOKANE	WA	99208	3	Industrial	\$70.07
35163.3205	CARONE LLC	118 N MADELIA ST	7718 N PANORAMA DR	SPOKANE	WA	99208	3	Industrial	\$68.90
35163.3206	RIGG, RICKY A & QIN Z	114 N MADELIA ST	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.3207	RIGG, RICKY A & QIN Z	108 N MADELIA ST	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.3208	MADELIA PROPERTIES	104 N MADELIA ST	PO BOX 8510	SPOKANE	WA	99203-0510	3	Industrial	\$73.54
35163.3210	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$75.60
35163.3211	RIGG, RICKY A & QIN Z	107 N PITTSBURG ST	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.3212	RIGG, RICKY A & QIN Z	113 N PITTSBURG ST	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.3213	RIGG, RICKY A & QIN Z	115 N PITTSBURG ST	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3	Industrial	\$68.90
35163.3214	PARX LLC	121 N PITTSBURG ST	7718 N PANORAMA DR	SPOKANE	WA	99208	3	Industrial	\$68.90
35163.3215	PARKLANE LLC	125 N PITTSBURG ST	7718 N PANORAMA DR	SPOKANE	WA	99208	3	Industrial	\$68.90
35163.3218	MCCALL, JAMES C & MARILYN B	129 N PITTSBURG ST	1905 S MARCUS CT	VERADALE	WA	99037	3	Industrial	\$172.97
35163.3301	BANNER FURNACE & FUEL INC	122 N HELENA ST	122 N HELENA ST	SPOKANE	WA	99202-3056	3	Industrial	\$318.00
35163.3302	MCLAUGHLIN, JERRY D	120 N HELENA ST	122 N HELENA ST	SPOKANE	WA	99202-3056	3	Industrial	\$68.90
35163.3303	TORMINO SASH & GLASS	102 N HELENA ST	2706 E MOUNT VERNON CT	SPOKANE	WA	99223-5026	3	Industrial	\$68.90
35163.3304	TORMINO SASH & GLASS	101 N MADELIA ST	2706 E MOUNT VERNON CT	SPOKANE	WA	99223-5026	3	Industrial	\$68.90

East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

35163.3305	TORMINO SASH & GLASS	105 N MADELIA ST	2706 E MOUNT VERNON CT	SPOKANE	WA	99223-5026	3	Industrial	\$101.27
35163.3306	MCLAUGHLIN, JERRY D	129 N MADELIA ST	122 N HELENA ST	SPOKANE	WA	99202-3056	3	Industrial	\$81.98
35163.3602	COMMERCIAL TIRE	Unassigned Address	2095 E COMMERCIAL ST	MERIDIAN	ID	83642	1	Corridor	\$369.60
35163.3603	HCREF, INC	1407 E SPRAGUE AVE	1521 N ARGONNE RD STE C-113	SPOKANE VALLEY	WA	99212	1	Corridor	\$510.22
35163.3604	COMMERCIAL TIRE	1402 E RIVERSIDE AVE	2095 E COMMERCIAL ST	MERIDIAN	ID	83642	1	Corridor	\$479.84
35163.3605	COMMERCIAL TIRE	25 N HOGAN ST	2095 E COMMERCIAL ST	MERIDIAN	ID	83642	1	Corridor	\$1,272.00
35163.3701	GTG INVESTMENTS LLC	1504 E RIVERSIDE AVE	1503 E RIVERSIDE AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35163.3702	LASAC INVESTMENTS, LLC	1508 E RIVERSIDE AVE	15 N GRANT ST # 321	SPOKANE	WA	99202	1	Corridor	\$265.00
35163.3703	WYATT INVESTMENTS LLC	1514 E RIVERSIDE AVE	2202 E BROADWAY AVE	SPOKANE	WA	99202	1	Corridor	\$365.05
35163.3704	EAST SPOKANE AVENUE LLC	1520 E RIVERSIDE AVE	12421 E MOFFAT RD	SPOKANE	WA	99217-1201	1	Corridor	\$265.00
35163.3705	BARDEN, JEFFERY & JENNIFER	1524 E RIVERSIDE AVE	PO BOX 736	BAYVIEW	ID	83803	1	Corridor	\$265.00
35163.3706	TORMINO, JOHN J K	1528 E RIVERSIDE AVE	2706 E MOUNT VERNON CRT	SPOKANE	WA	99223-5026	1	Corridor	\$265.00
35163.3707	ORCUTT, JAMES A & JODIE A	1521 E SPRAGUE AVE	7015 N SKYLINE DR	SPOKANE	WA	99208-6716	1	Corridor	\$522.14
35163.3708	EAST SPOKANE AVENUE LLC	1517 E SPRAGUE AVE	12421 E MOFFAT RD	SPOKANE	WA	99217-1201	1	Corridor	\$437.43
35163.3709	FAKE FROWNS LLC	1511 E SPRAGUE AVE	PO BOX 52865	BELLEVUE	WA	98015	1	Corridor	\$362.13
35163.3710	LASAC INVESTMENTS, LLC	1507 E SPRAGUE AVE	15 N GRANT ST # 321	SPOKANE	WA	99202	1	Corridor	\$833.14
35163.3804	KALASTAR HOLDINGS, INC	1618 E Riverside Ave	PO BOX 3267	SPOKANE	WA	99202	1	Corridor	\$265.00
35163.3805	KALASTAR HOLDINGS, INC	1624 E RIVERSIDE AVE	PO BOX 3267	SPOKANE	WA	99202	1	Corridor	\$265.00
35163.3806	KALASTAR HOLDINGS, INC	1628 E RIVERSIDE AVE	PO BOX 3267	SPOKANE	WA	99202	1	Corridor	\$265.00
35163.3811	ROSS PRINTING CO	1611 E SPRAGUE AVE	1611 E SPRAGUE AVE	SPOKANE	WA	99202-3114	1	Corridor	\$1,272.00
35163.3901	HANLEY, JAMES & SUSAN	1702 E RIVERSIDE AVE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$307.31
35163.3902	ACME ELECTRONICS SERVICES INC	1706 E RIVERSIDE AVE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$265.00
35163.3904	RIVERSIDE DEVELOPMENT LLC	1722 E RIVERSIDE AVE	PO BOX 3611	SPOKANE	WA	99220-3611	1	Corridor	\$435.45
35163.3905	RIVERSIDE DEVELOPMENT LLC	1729 E SPRAGUE AVE	PO BOX 3611	SPOKANE	WA	99220-3611	1	Corridor	\$265.00
35163.3906	HANLEY, JAMES & SUSAN	1727 E SPRAGUE AVE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$346.49
35163.3907	ACME ELECTRONICS SERVICE INC	1717 E SPRAGUE AVE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$394.25
35163.3908	HANLEY, JAMES & SUSAN	1715 E SPRAGUE AVE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$468.15
35163.3909	HANLEY, JAMES L & SUSAN M	1709 E SPRAGUE AVE	PO BOX 3611	SPOKANE	WA	99220-3611	1	Corridor	\$265.00
35163.3910	ABC LOCKSMITH	1701 E SPRAGUE AVE	1701 E SPRAGUE AVE	SPOKANE	WA	99202-3116	1	Corridor	\$265.00
35163.3913	RIVERSIDE DEVELOPMENT LLC	1712 E RIVERSIDE AVE	PO BOX 3611	SPOKANE	WA	99220-3611	1	Corridor	\$543.25
35163.4001	ROGERS, CHARLES BOYD TRUSTEE	1802 E RIVERSIDE AVE	PO BOX 3801	SPOKANE	WA	99220	1	Corridor	\$265.00
35163.4002	ROGERS, CHARLES BOYD TRUSTEE	16 N PITTSBURG ST	PO BOX 3801	SPOKANE	WA	99220	1	Corridor	\$265.00
35163.4003	ROGERS, CHARLES BOYD TRUSTEE	1808 E RIVERSIDE AVE	PO BOX 3801	SPOKANE	WA	99220	1	Corridor	\$265.00
35163.4004	ROGERS, CHARLES BOYD TRUSTEE	1812 E RIVERSIDE AVE	PO BOX 3801	SPOKANE	WA	99220	1	Corridor	\$265.00
35163.4005	ROGERS, CHARLES BOYD TRUSTEE	1818 E RIVERSIDE AVE	PO BOX 3801	SPOKANE	WA	99220	1	Corridor	\$265.00
35163.4008	D & R SCHWARTZ HOLDINGS, LLC	15 N MAGNOLIA ST	11018 S LATAH LN	SPOKANE	WA	99223-9678	1	Corridor	\$265.00
35163.4009	D & R SCHWARTZ HOLDINGS, LLC	1821 E SPRAGUE AVE	11018 S LATAH LN	SPOKANE	WA	99223-9678	1	Corridor	\$574.92
35163.4010	RJJ PANSIE LLC	1817 E SPRAGUE AVE	3508 S LLOYD ST	SPOKANE	WA	99223	1	Corridor	\$297.19
35163.4011	MCLENDON, BILL	1811 E SPRAGUE AVE	1811 E SPRAGUE AVE	SPOKANE	WA	99205-2442	1	Corridor	\$332.49
35163.4014	TYSON, GERALD R & PORNISUVAN	1801 E SPRAGUE AVE	3919 E TRENT AVE	SPOKANE	WA	99202	1	Corridor	\$584.59
35163.4101	RANTZOW, CARL & ROSELIE	1902 E RIVERSIDE AVE	8923 N MURRAY RD	NEWMAN LAKE	WA	99025-9492	1	Corridor	\$265.00
35163.4102	RANTZOW, CARL	1910 E RIVERSIDE AVE	8923 N MURRAY RD	NEWMAN LAKE	WA	99025-9492	1	Corridor	\$292.42
35163.4103	RANTZOW, CARL	1912 E RIVERSIDE AVE	8923 N MURRAY RD	NEWMAN LAKE	WA	99025	1	Corridor	\$265.00
35163.4104	RANTZOW, CARL & ROSELIE	1918 E RIVERSIDE AVE	8923 N MURRAY RD	NEWMAN LAKE	WA	99025-9492	1	Corridor	\$265.00
35163.4105	RANTZOW JR, CAROL O & ROSELIE S	1924 E RIVERSIDE AVE	8923 N MURRAY RD	NEWMAN LAKE	WA	99025-9492	1	Corridor	\$265.00
35163.4106	S & M PROPERTIES LLC	21 N NAPA ST	23 N NAPA ST	SPOKANE	WA	99202-3031	1	Corridor	\$265.00
35163.4107	S & M PROPERTIES LLC	15 N NAPA ST	23 N NAPA ST	SPOKANE	WA	99202-3031	1	Corridor	\$265.00

East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

35163.4108	SDS 9TEEN SPRAGUE DEVELOPMENT LLC	Unassigned Address	108 N WASHINGTON ST #600	SPOKANE	WA	99201	1	Corridor	\$265.00
35163.4109	SDS 9TEEN SPRAGUE DEVELOPMENT LLC	1919 E SPRAGUE AVE	108 N WASHINGTON ST #600	SPOKANE	WA	99201	1	Corridor	\$448.12
35163.4110	SANDERS, LAQUAN	1911 E SPRAGUE AVE	2804 E DIAMOND AVE	SPOKANE	WA	99217	1	Corridor	\$538.80
35163.4111	CCRC LLC	1907 E SPRAGUE AVE	1325 W 1ST AVE STE 210	SPOKANE	WA	99201	1	Corridor	\$593.75
35163.4207	HALL, DANA H	13 N CRESTLINE ST	9901 E 24TH AVE	SPOKANE VALLEY	WA	99206	1	Corridor	\$265.00
35163.4208	HALL, DANA H	2027 E SPRAGUE AVE	9901 E 24TH AVE	SPOKANE VALLEY	WA	99206	1	Corridor	\$265.00
35163.4209	FROELICH JR, WALTER & AUTUMN G	2019 E SPRAGUE AVE	8024 E WOODVIEW DR	SPOKANE	WA	99212-1629	1	Corridor	\$443.59
35163.4210	FROELICH JR, WALTER A & AUTUMN G	2003 E SPRAGUE AVE	8024 E WOODVIEW DR	SPOKANE	WA	99212	1	Corridor	\$494.60
35163.4213	FROELICH JR, WALTER A & AUTUMN G	20 N NAPA ST	8024 E WOODVIEW DR	SPOKANE	WA	99212	1	Corridor	\$403.88
35163.4214	INLAND NORTHWEST INVESTMENTS, LLC	2008 E RIVERSIDE AVE	2800 N SAND TRAP WAY	POST FALLS	ID	83854	1	Corridor	\$265.00
35163.4215	LEES GROUP LLC	2018 E RIVERSIDE AVE	10902 E PIERCE LN	SPOKANE VALLEY	WA	99206	1	Corridor	\$1,272.00
35164.2501	CITY OF SPOKANE	2504 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	1	Corridor	\$265.00
35164.2502	CITY OF SPOKANE	2508 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD RM 650	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2503	TORMINO, JOHN K	2512 E RIVERSIDE AVE	2706 E MOUNT VERNON CT	SPOKANE	WA	99207-3638	1	Corridor	\$283.71
35164.2504	GROSS, DAVID	2518 E RIVERSIDE AVE	9615 N SEMINOLE DR	WELLPINIT	WA	99040	1	Corridor	\$296.94
35164.2505	CUNNINGHAM, HOWARD E & MARY E	2524 E RIVERSIDE AVE	3512 S BOWDISH RD	SPOKANE VALLEY	WA	99206-5919	1	Corridor	\$265.00
35164.2506	CUNNINGHAM, HOWARD E	2528 E RIVERSIDE AVE	3512 S BOWDISH RD	SPOKANE VALLEY	WA	99206-5919	1	Corridor	\$276.40
35164.2507	SCHULER, GORDON	2529 E SPRAGUE AVE	2913 E 18TH AVE	SPOKANE	WA	99203	1	Corridor	\$265.00
35164.2508	JACOBS, CYNTHIA	2523 E SPRAGUE AVE	2523 E SPRAGUE AVE	SPOKANE	WA	99202-3936	1	Corridor	\$292.68
35164.2509	SPRAGUE E 2515 LLC	2515 E SPRAGUE AVE	PO BOX 9328	SPOKANE	WA	99209	1	Corridor	\$512.09
35164.2510	INLAND NORTHWEST INVESTMENTS, LLC	2503 E SPRAGUE AVE	2800 N SAND TRAP WAY	POST FALLS	ID	83854	1	Corridor	\$505.28
35164.2601	TEJ LLC	20 N ALTAMONT ST	8404 E WOODLAND PARK DR	SPOKANE	WA	99217	1	Corridor	\$265.00
35164.2602	CITY OF SPOKANE	2408 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2603	CITY OF SPOKANE	2410 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2604	CITY OF SPOKANE	2418 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2607	MARNEY FAMILY VENTURES LLC	2429 E SPRAGUE AVE	3717 E 12TH AVE	SPOKANE	WA	99223	1	Corridor	\$303.81
35164.2608	WAITING, GREGORY C	2423 E SPRAGUE AVE	2423 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35164.2609	CHIU, VAN	2417 E SPRAGUE AVE	3605 E 15TH AVE	SPOKANE	WA	99223-3608	1	Corridor	\$265.00
35164.2610	CHIU, VAN	2411 E SPRAGUE AVE	3605 E 15TH AVE	SPOKANE	WA	99223-3608	1	Corridor	\$265.00
35164.2611	TEJ LLC	2407 E SPRAGUE AVE	8404 E WOODLAND PARK DR	SPOKANE	WA	99217	1	Corridor	\$265.00
35164.2612	TEJ LLC	2401 E SPRAGUE AVE	8404 E WOODLAND PARK DR	SPOKANE	WA	99217	1	Corridor	\$394.30
35164.2615	CITY OF SPOKANE	2424 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	1	Corridor	\$620.40
35164.2709	TEJ LLC	2313 E SPRAGUE AVE	8404 E WOODLAND PARK DR	SPOKANE	WA	99217	1	Corridor	\$265.00
35164.2712	TEJ LLC	2329 E SPRAGUE AVE	8404 E WOODLAND PARK DR	SPOKANE	WA	99217	1	Corridor	\$649.83
35164.2713	CAST-A LLC	24 N STONE ST	111 W ELCLIFF AVE	SPOKANE	WA	99218	1	Corridor	\$800.24
35164.2801	CHARON, EDGAR M & RACHEL D	2204 E RIVERSIDE AVE	9116 E SPRAGUE AVE STE 445	SPOKANE VALLEY	WA	99206	1	Corridor	\$523.34
35164.2802	RIVERSIDE PARTNERS GROUP LLC	2214 E RIVERSIDE AVE	PO BOX 80565	SEATTLE	WA	98108	1	Corridor	\$430.88
35164.2803	RIVERSIDE PARTNERS GROUP LLC	2220 E RIVERSIDE AVE	PO BOX 80565	SEATTLE	WA	98108	1	Corridor	\$265.00
35164.2804	ROBERT & GEORGIA I TOMBARI LLC	2224 E RIVERSIDE AVE	2215 E ILLINOIS AVE	SPOKANE	WA	99207-5009	1	Corridor	\$272.58
35164.2805	ROBERT & GEORGIA I TOMBARI LLC	2226 E RIVERSIDE AVE	2215 E ILLINOIS AVE	SPOKANE	WA	99207-5009	1	Corridor	\$284.47
35164.2809	GREEN TURTLE INVESTMENTS, LLC	2217 E SPRAGUE AVE	6608 S MADELIA LN	SPOKANE	WA	99223-6701	1	Corridor	\$265.00
35164.2810	GREEN TURTLE INVESTMENTS, LLC	2213 E SPRAGUE AVE	6608 S MADELIA LN	Spokane	WA	99223	1	Corridor	\$265.00
35164.2811	GREEN TURTLE INVESTMENTS, LLC	2211 E Sprague Ave	6608 S MADELIA LN	Spokane	WA	99223	1	Corridor	\$442.58
35164.2812	NHUT, HAI HO & DIEM, CHAU BUI	2201 E SPRAGUE AVE	2201 E SPRAGUE AVE	SPOKANE	WA	99202-3930	1	Corridor	\$312.27
35164.2813	KSA LLC	2223 E SPRAGUE AVE	5201 W ARDEA LN	SPOKANE	WA	99208-9206	1	Corridor	\$793.26
35164.2901	CITY OF SPOKANE	2102 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	1	Corridor	\$265.00
35164.2902	CITY OF SPOKANE	2106 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00

East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

35164.2903	CITY OF SPOKANE	2108 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2904	CITY OF SPOKANE	2110 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2905	CITY OF SPOKANE	2118 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2906	CITY OF SPOKANE	2124 E RIVERSIDE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2907	CITY OF SPOKANE	19 N LEE ST	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	1	Corridor	\$265.00
35164.2908	WEM, LLC	2125 E SPRAGUE AVE	11717 W RIVERVIEW DR APT 1	POST FALLS	ID	83854	1	Corridor	\$812.65
35164.2909	HALL, DANA H	2101 E SPRAGUE AVE	9901 E 24TH AVE	SPOKANE	WA	99206-3347	1	Corridor	\$732.00
35174.0543	CITY OF SPOKANE	Unassigned Address	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	3	Industrial	\$68.90
35174.0545	LINDAHL FAMILY LLC #5	Unassigned Address	PO BOX 14792	SPOKANE VALLEY	WA	99214-0792	3	Industrial	\$68.90
35174.0546	ADM TRANSPORTATION CO	1211 E SPRAGUE AVE	PO BOX 1470	DECATUR	IL	62525-1820	3	Industrial	\$318.00
35174.0549	SPOKANE TOMORROW, LLC	1327 E SPRAGUE AVE	3103 S HIGH DR	SPOKANE	WA	99203-1335	2	General Commercial	\$132.50
35174.0551	SPOKANE TOMORROW, LLC	1325 E SPRAGUE AVE	3103 S HIGH DR	SPOKANE	WA	99203-1335	2	General Commercial	\$292.75
35174.0552	BEL AIR MOTEL, LLC	1303 E SPRAGUE AVE	1303 E SPRAGUE AVE	SPOKANE	WA	99202	2	General Commercial	\$198.58
35174.0553	BEL AIR MOTEL, LLC	1311 E SPRAGUE AVE	1303 E SPRAGUE AVE	SPOKANE	WA	99202	2	General Commercial	\$132.50
35201.3201	THISTLE DEW, LLC	1324 E SPRAGUE AVE	811 S FISKE ST	SPOKANE	WA	99202	2	General Commercial	\$155.68
35201.3202	THISTLE DEW, LLC	1318 E SPRAGUE AVE	811 S FISKE ST	SPOKANE	WA	99202	2	General Commercial	\$186.04
35201.3203	FABEL, RICHARD	1306 E SPRAGUE AVE	1308 E SPRAGUE AVE	SPOKANE	WA	99202-2155	2	General Commercial	\$132.50
35201.3204	UNION GOSPEL MISSION ASSOC OF SPOKANE	1234 E SPRAGUE AVE	1224 E TRENT AVE	SPOKANE	WA	99202	2	General Commercial	\$382.46
35201.3205	P & J PROPERTIES, L.L.C.	1226 E SPRAGUE AVE	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202	2	General Commercial	\$132.50
35201.3206	P & J PROPERTIES, L.L.C.	1220 E SPRAGUE AVE	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202-2111	2	General Commercial	\$132.50
35201.3207	P & J PROPERTIES, L.L.C.	1218 E SPRAGUE AVE	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202-2111	2	General Commercial	\$132.50
35201.3208	P & J PROPERTIES, L.L.C.	1214 E SPRAGUE AVE	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202-2111	2	General Commercial	\$196.10
35201.3209	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202-2111	2	General Commercial	\$382.49
35201.3303	CITY OF SPOKANE	1020 E SPRAGUE AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	2	General Commercial	\$140.43
35201.3304	SAMCA, LLC	1118 E SPRAGUE AVE	1616 W 2ND AVE	SPOKANE	WA	99201	2	General Commercial	\$397.82
35201.3305	SAMCA, LLC	1107 E 1ST AVE	1616 W 2ND AVE	SPOKANE	WA	99201	2	General Commercial	\$331.60
35201.3420	RDO ENTERPRISES LLC	1120 E 1ST AVE	1120 E 1ST AVE	SPOKANE	WA	99202	3	Industrial	\$318.00
35201.3506	J G FOX INC	1310 E 1ST AVE	1412 E PACIFIC AVE	SPOKANE	WA	99202-3241	3	Industrial	\$68.90
35201.3508	SWANBY, VICTOR S	1302 E 1ST AVE	PO BOX 2671	SPOKANE	WA	99220-2671	3	Industrial	\$68.90
35201.3509	SWANBY, VICTOR S	1220 E 1ST AVE	PO BOX 2671	SPOKANE	WA	99220-2671	3	Industrial	\$202.21
35201.3511	SWANBY, VICTOR S	1208 E 1ST AVE	PO BOX 2671	SPOKANE	WA	99220-2671	3	Industrial	\$68.90
35201.3512	RHOADS, JEFFERY LEE	1202 E 1ST AVE	4322 E 5TH AVE	SPOKANE	WA	99212	3	Industrial	\$79.19
35211.0106	SPOKANE MENTAL HEALTH ASSOC	2113 E 1ST AVE	107 S DIVISION ST	SPOKANE	WA	99202-1510	1	Corridor	\$265.00
35211.0107	SPOKANE MENTAL HEALTH ASSOC	2117 E 1ST AVE	107 S DIVISION ST	SPOKANE	WA	99202-1510	1	Corridor	\$759.25
35211.0108	SPOKANE MENTAL HEALTH ASSOC	2118 E SPRAGUE AVE	107 S DIVISION ST	SPOKANE	WA	99202-1510	1	Corridor	\$1,272.00
35211.0201	LKB PROPERTIES LLC	2202 E SPRAGUE AVE	13725 N PENINSULA DR	NEWMAN LAKE	WA	99025	1	Corridor	\$457.89
35211.0208	LKB PROPERTIES LLC	2203 E 1ST AVE	13725 N PENINSULA DR	NEWMAN LAKE	WA	99025	1	Corridor	\$265.00
35211.0209	VANESSA BEHAN CRISIS NURSERY	2230 E SPRAGUE AVE	2230 E SPRAGUE AVE	SPOKANE	WA	99202-2431	1	Corridor	\$1,272.00
35211.0301	VANESSA BEHAN	2302 E SPRAGUE AVE	2230 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$1,272.00
35211.0302	VANESSA BEHAN	2330 E SPRAGUE AVE	2230 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$524.89
35211.0309	BOZARTH, BRENT & MELISSA	2301 E 1ST AVE	PO BOX 6	SPANGLE	WA	99031-0006	1	Corridor	\$265.00
35211.0401	RLC GROUP, INC	5 S ALTAMONT ST	2422 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$268.35
35211.0402	RLC GROUP, INC	11 S ALTAMONT ST	2422 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35211.0407	RLC GROUP LLC	2429 E 1ST AVE	618 E 20TH AVE	SPOKANE	WA	99203-2316	1	Corridor	\$265.00
35211.0408	RLC GROUP LLC	2421 E 1ST AVE	618 E 20TH AVE	SPOKANE	WA	99203-2316	1	Corridor	\$265.00
35211.0411	NAEGELI ENTERPRISES, LLC	25 S ALTAMONT ST	111 SW 5TH AVE STE 2020	PORTLAND	OR	97204	1	Corridor	\$738.52
35211.0412	RLC GROUP, INC	2410 E SPRAGUE AVE	2422 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$1,272.00

East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

35211.0503	WOODHEAD REVOCABLE TRUST	2512 E SPRAGUE AVE	4317 E 24TH LN	SPOKANE	WA	99223	1	Corridor	\$360.29
35211.0504	CONDON, BILL & MARISA	2516 E SPRAGUE AVE	434 W 25TH AVE	SPOKANE	WA	99203-1808	1	Corridor	\$360.10
35211.0505	CONDON, WILLIAM & MARISA	2516 E SPRAGUE AVE	434 W 25TH AVE	SPOKANE	WA	99203	1	Corridor	\$535.38
35211.0509	WOODHEAD REVOCABLE TRUST	2511 E 1ST AVE	4317 E 24TH LN	SPOKANE	WA	99223	1	Corridor	\$265.00
35211.0510	RLC GROUP LLC	2501 E 1ST AVE	618 E 20TH AVE	SPOKANE	WA	99203-2316	1	Corridor	\$501.99
35211.0511	JAVA ASSOCIATES LLC	2502 E SPRAGUE AVE	PO BOX 9914	SPOKANE	WA	99209-0914	1	Corridor	\$691.08
35212.0101	DULLANTY, RICHARD C/ KENNEDY, KAY M/	1602 E SPRAGUE AVE	1925 E THURSTON	SPOKANE	WA	99203	1	Corridor	\$1,272.00
35212.0105	PIERRE, JESSICA	1617 E 1ST AVE	1619 E 1ST AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35212.0106	PIERRE, JESSICA	1611 E 1ST AVE	1619 E 1ST AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35212.0108	ROSS PRINTING CO	1603 E 1ST AVE	PO BOX 3267	SPOKANE	WA	99220-3267	1	Corridor	\$265.00
35212.0201	1 SOUTH MADELIA LLC	1 S MADELIA ST	907 W RIVERSIDE AVE	SPOKANE	WA	99201-1006	1	Corridor	\$1,272.00
35212.0202	ROCKWOOD INVESTMENT LLC	1716 E SPRAGUE AVE	1915 S ROCKWOOD BLVD	SPOKANE	WA	99203	1	Corridor	\$265.00
35212.0203	COON, BARRY D	1720 E SPRAGUE AVE	1720 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35212.0204	JDSC HOLDINGS LLC	1718 E SPRAGUE AVE	PO BOX 4162	SPOKANE	WA	99220	1	Corridor	\$265.00
35212.0205	1724 SPRAGUE LLC	1722 E SPRAGUE AVE	108 N WASHINGTON ST STE 500	SPOKANE	WA	99201-5001	1	Corridor	\$1,149.00
35212.0206	1724 SPRAGUE LLC	1729 E 1ST AVE	108 N WASHINGTON ST STE 500	SPOKANE	WA	99201-5001	1	Corridor	\$265.00
35212.0207	1724 SPRAGUE LLC	1723 E 1ST AVE	108 N WASHINGTON ST STE 500	SPOKANE	WA	99201-5001	1	Corridor	\$265.00
35212.0211	1 SOUTH MADELIA LLC	51 S MADELIA ST	907 W RIVERSIDE AVE	SPOKANE	WA	99201-1006	1	Corridor	\$1,272.00
35212.0301	SEVEN TOO MANY 1802 LLC/UNION DIST VENT	1802 E SPRAGUE AVE	122 S MONROE ST STE 204	SPOKANE	WA	99201	1	Corridor	\$482.31
35212.0304	GACK PROPERTIES, LLC	1812 E SPRAGUE AVE	1812 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$273.06
35212.0305	WINTERWOOD ENTERPRISES LLC	1818 E SPRAGUE AVE	1408 S KAHUNA DR	SPOKANE VALLEY	WA	99212	1	Corridor	\$381.12
35212.0306	IVORY WHITE PROPERTIES LLC	1822 E SPRAGUE AVE	1822 E SPRAGUE AVE	SPOKANE	WA	99202	1	Corridor	\$333.67
35212.0307	AA MAGNOLIA INVESTMENTS LLC	1826 E SPRAGUE AVE	1425 BROADWAY #22509	SEATTLE	WA	98122	1	Corridor	\$604.74
35212.0314	UNION DISTRICT VENTURES 19, LLC	19 S PITTSBURG ST	20012 6TH AVE S	DES MOINES	WA	98198-3722	1	Corridor	\$265.00
35212.0315	UNION DISTRICT VENTURES 19, LLC	1801 E 1ST AVE	20012 6TH AVE S	DES MOINES	WA	98198-3722	1	Corridor	\$265.00
35212.0316	UNION DISTRICT VENTURES 1806, LLC	1806 E SPRAGUE AVE	20012 6TH AVE S	DES MOINES	WA	98198	1	Corridor	\$265.00
35212.0317	PANTOIA, NIWAUNO & HEIDI	1810 E SPRAGUE AVE	1403 E MARIETTA AVE	Spokane	WA	99207	1	Corridor	\$265.00
35212.0403	WEST SPANGLE LLC	1914 E SPRAGUE AVE	4423 S MAGNOLIA ST	SPOKANE	WA	99223-6437	1	Corridor	\$390.94
35212.0404	CMA HOLDINGS LLC	1912 E SPRAGUE AVE	1912 E SPRAGUE AVE	SPOKANE	WA	99202-3121	1	Corridor	\$265.00
35212.0405	SMITH, KATHERINE I	1916 E SPRAGUE AVE	2109 E CHERRYTREE LN	SPOKANE	WA	99203	1	Corridor	\$331.19
35212.0406	MACKLEMORE ON SPRAGUE LLC	1924 E SPRAGUE AVE	3225 W PROVIDENCE AVE	SPOKANE	WA	99205-2252	1	Corridor	\$268.68
35212.0407	MACKLEMORE ON SPRAGUE LLC	1926 E SPRAGUE AVE	3225 W PROVIDENCE AVE	SPOKANE	WA	99205-2252	1	Corridor	\$305.16
35212.0408	MACKLEMORE ON SPRAGUE LLC	14 S NAPA ST	3225 W PROVIDENCE AVE	SPOKANE	WA	99205-2252	1	Corridor	\$265.00
35212.0409	JOHNSON, MARK L & SHARON E	1927 E 1ST AVE	PO BOX 8611	SPOKANE	WA	99203	1	Corridor	\$328.01
35212.0412	CITY OF SPOKANE	1913 E 1ST AVE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99256-0001	1	Corridor	\$265.00
35212.0413	CITY OF SPOKANE	1903 E 1ST AVE	44 W RIVERSIDE AVE	SPOKANE	WA	99201	1	Corridor	\$676.45
35212.0415	CHRISTIAN HERALD FELLOWSHIP	1906 E SPRAGUE AVE	6815 E 5TH AVE	SPOKANE	WA	99212	1	Corridor	\$317.46
35212.0416	TRUTH MINISTRIES OF SPOKANE	1910 E SPRAGUE AVE	22306 N TRAVIS RD	MEAD	WA	99021	1	Corridor	\$340.99
35212.0501	OVERHAUSER, DAN J	2002 E SPRAGUE AVE	PO BOX 40146	SPOKANE	WA	99202-0901	1	Corridor	\$349.13
35212.0502	BLALOCK, ALAN R & STPHANIE K	2008 E SPRAGUE AVE	1815 E 8TH AVE	SPOKANE	WA	99202	1	Corridor	\$312.69
35212.0503	PILASTRO LLC	2012 E SPRAGUE AVE	108 N WASHINGTON ST #600	SPOKANE	WA	99201	1	Corridor	\$406.88
35212.0504	SDS TWENTY16 LLC	2016 E SPRAGUE AVE	108 N WASHINGTON ST #600	SPOKANE	WA	99201	1	Corridor	\$320.89
35212.0505	CHIU, PHONG	2022 E SPRAGUE AVE	4232 RIO HONDO AVE	ROSEMEAD	CA	91770	1	Corridor	\$627.22
35212.0506	KEYSTONE UNLIMITED	2021 E 1ST AVE	818 W RIVERSIDE AVE #300	SPOKANE	WA	99201	1	Corridor	\$812.30
35212.0509	POWERS, WILLIAM D	2007 E 1ST AVE	2002 E 1ST AVE	SPOKANE	WA	99202	1	Corridor	\$265.00
35212.0602	FRONTIER BEHAVIORAL HEALTH	2107 E 1ST AVE	107 S DIVISION ST	SPOKANE	WA	99202	1	Corridor	\$265.00
35212.0603	SPO COMM MENTAL HEALTH	2103 E 1ST AVE	107 S DIVISION ST	SPOKANE	WA	99202-1510	1	Corridor	\$304.82



East Sprague Business Improvement District  
 2024 Assessment Roll for Viewing November 3, 2023 (corrected 11/6/23)

35212.1901	CLS COMMERCIAL, LLC	1528 E SPRAGUE AVE	1926 S ROCKY RIDGE RD	SPOKANE	WA	99212	1	Corridor	\$352.73
35212.1902	CLS COMMERCIAL, LLC	1522 E SPRAGUE AVE	1926 S ROCKY RIDGE RD	SPOKANE	WA	99212	1	Corridor	\$291.56
35212.1903	CLS COMMERCIAL, LLC	1518 E SPRAGUE AVE	1926 S ROCKY RIDGE RD	SPOKANE	WA	99212	1	Corridor	\$265.00
35212.1904	1514 SPRAGUE LLC	1514 E SPRAGUE AVE	PO BOX 2527	SPOKANE	WA	99220	1	Corridor	\$318.59
35212.1905	1514 SPRAGUE LLC	1508 E SPRAGUE AVE	PO BOX 2527	SPOKANE	WA	99220	1	Corridor	\$265.00
35212.1906	JP 509 PROPERTIES, LLC	1504 E SPRAGUE AVE	2607 S SOUTHEAST BLVD STE 100	SPOKANE	WA	99223	1	Corridor	\$265.00
35212.1907	SPRAGUE 1500 LLC	1502 5 E SPRAGUE AVE	PO BOX 2527	SPOKANE	WA	99220-2500	1	Corridor	\$439.02
35212.1914	BOWMAN, ROBERT J	1411 E 1ST AVE	1418 E 1ST AVE	SPOKANE	WA	99202-3132	1	Corridor	\$265.00
35212.1916	TZ KIDS LLC	1423 E 1ST AVE	PO BOX 19151	SPOKANE	WA	99219-9151	1	Corridor	\$265.00
35212.1917	CRANDALL, GARY L & PAMELA M	1427 E 1ST AVE	3437 W CRANDALL LN	SPOKANE	WA	99208-8249	1	Corridor	\$265.00
35212.1918	JP 509 PROPERTIES, LLC	1501 E 1ST AVE	2607 S SOUTHEAST BLVD STE 100	SPOKANE	WA	99223	1	Corridor	\$265.00
35212.1919	JP 509 PROPERTIES, LLC	1507 E 1ST AVE	2608 S SOUTHEAST BLVD STE 100	SPOKANE	WA	99223	1	Corridor	\$265.00
35212.1922	CES LLC	1521 E 1ST AVE	36318 MOCCASIN LN N	DAVENPORT	WA	99122	1	Corridor	\$265.00
35212.4806	INLAND EMPIRE RESIDENTIAL RESOURCES	1420 E SPRAGUE AVE	PO BOX 3123	SPOKANE	WA	99220	1	Corridor	\$1,272.00
35215.0616	SPOKANE MENTAL HEALTH ASSOC	2100 E SPRAGUE AVE	107 S DIVISION ST	SPOKANE	WA	99202-1510	1	Corridor	\$986.41
<b>2024 Total Assessment</b>									
<b>242 Parcels</b>								<b>\$83,000.83</b>	