

## CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. 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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  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 his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative 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 time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall 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 minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JULY 30, 2018

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for July 30, 2018:

User Name: **COS Guest**  
Password: **fWV7e86t**

## CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

# ADMINISTRATIVE SESSION

Roll Call of Council

# CONSENT AGENDA

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

- |   |                                     |                              |
|---|-------------------------------------|------------------------------|
| 1. Low Bid Award of Two Rivers Terminal, LLC (Pasco, WA) to supply approximately 130,000 gallons of liquid Sodium Bisulfite at \$1.45 per gallon for a total three-year cost of \$615,264, from August 15, 2018, through August 14, 2021.               | Approve                             | OPR 2018-0455<br>BID 4471-18 |
| 2. Authorization to increase administrative reserve on the Contract with N.A. Degerstrom, Inc. (Spokane Valley, WA) for CSO 23 Control Facility—increase of \$50,000 for a total administrative reserve of \$188,392.30 or 13.6% of the contract price. | Approve                             | PRO 2017-0036<br>ENG 2010076 |
| 3. Water Quality Combined Financial Assistance Agreement with the Washington State Department of Ecology for the funding of CSO Basins 14 & 15—\$1,852,346.25 revenue.  | Approve &<br>Authorize<br>Agreement | OPR 2018-0456<br>ENG 2013212 |
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 20, 2018, total \$15,422,411.51, with Parks and Library claims   | Approve &<br>Authorize<br>Payment   | CPR 2018-0002                |

approved by their respective boards. Warrants excluding Parks and Library total \$13,126,065.59.

- 5. City Council Meeting Minutes: July 16, and July 19, 2018. Approve All CPR 2018-0013

Request motion to suspend Council Rules to add the following item (OPR 2018-0480):

- 6. Low Bid of Red Diamond Construction, Inc. (Spokane) for Red Bank Park River Access & Privacy Shelter—\$299,121 (plus tax). An administrative reserve of \$29,912.10, which is 10% of the contract price plus tax, will be set aside. (Peaceful Valley.) Approve OPR 2018-0480 ENG 2017186

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

**Spokane Human Rights Commission: Two Appointments.**

**Confirm**

**CPR 1991-0068**

## **ADMINISTRATIVE REPORT**

## **COUNCIL COMMITTEE REPORTS**

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

## **OPEN FORUM**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2018-0068** Proposing \$58 million in general obligation bonds to finance capital improvements to City recreational facilities and calling for a special election to be held on November 6, 2018, to submit the ballot proposition to the qualified electors of the City.

The following item (RES 2018-0069) has been deferred to the August 1, 2018, Special Meeting Agenda:

~~**RES 2018-0069** Proposing \$77 million in general obligation bonds to finance Spokane Public Library capital improvements and calling for a special election to be held on November 6, 2018, to submit the ballot proposition to the qualified electors of the City.~~

- RES 2018-0070      Establishing the City of Spokane as a nuclear weapons-free community and establishing “Hiroshima and Nagasaki Remembrance Day” on August 6 of each year.
- ORD C35663        Amending Ordinance C-34117 vacating the alley between Pacific Avenue and 2nd Avenue from Browne Street to State Street.

## **FIRST READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35665        Relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Current Agenda for July 30, 2018**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The July 30, 2018, Regular Legislative Session of the City Council will be held and then City Council is adjourned to August 13, 2018.

Note: The regularly scheduled City Council meeting for Monday, August 6, 2018, has been canceled.

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## **NOTES**





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

07/30/2018

<u>Date Rec'd</u>	7/10/2018
<u>Clerk's File #</u>	OPR 2018-0455
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4471-18
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	MIKE COSTER 625-4640
<u>Contact E-Mail</u>	MCOSTER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4320 LIQUID SODIUM BISULFITE

Agenda Wording

Award BID #4471-18 to Two Rivers Terminal, LLC (Pasco, WA) to supply approximately 130,000 gallons of liquid Sodium Bisulfite at \$1.45 per gallon for a total three-year cost of \$615,264.00 from August 15, 2018 to August 14, 2021.

Summary (Background)

RPWRF uses sodium bisulfite to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River. Sodium Bisulfite replaced gaseous Sulfur Dioxide in 2006, and is a much safer method to use for dechlorinating effluent from the water reclamation facility. Two Rivers Terminal, LLC has provided this product under previous contracts and has been an excellent supplier.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 4320.43210.35148.53203	# 2018
Expense	\$ 4320.43260.35148.53203	# 2019
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/23/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		Tax & Licenses	
		industrial@tworiversterminal.com	
		traviso@tworiversterminal.com	



## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

### Summary (Background)

This is a three-year contract tentatively scheduled to begin on August 15, 2018 and to end on August 14, 2021. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

### Fiscal Impact

Select \$

Select \$

### Budget Account

#

#

### Distribution List

<u>Distribution List</u>	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities
<b>Subject:</b>	Award of BID #4471-18 to Two Rivers Terminal, LLC (Pasco, WA) who is the lowest responsive bidder who met our requirements to supply approximately 130,000 gallons of liquid Sodium Bisulfite at \$1.45 per gallon, for a total three-year contract cost of \$565,500.00 plus sales tax for the period August 15, 2018 to August 14, 2021. Total cost including 8.8% Sales tax \$615,264.00. (\$205,088.00 per year).
<b>Date:</b>	7/23/18
<b>Contact (email &amp; phone):</b>	Michael F. Coster, Plant Manager 625-4640 <a href="mailto:mcoster@spokanecity.org">mcoster@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Two Rivers Terminal, LLC to supply liquid Sodium Bisulfite to Riverside Park Water Reclamation Facility.
<p><b>Background/History:</b> RPWRF uses sodium bisulfite to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River. Sodium Bisulfite replaced gaseous Sulfur Dioxide in 2006, and is a much safer method to use for dechlorinating effluent from the water reclamation facility.</p> <p>Two Rivers Terminal, LLC has provided this product under previous contracts and has been an excellent supplier.</p> <p>This is a three-year contract tentatively scheduled to begin on August 15, 2018 and to end on August 14, 2021. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <u>Impact</u> In order to neutralize toxic chlorine used to disinfect the effluent water from RPWRF, it is necessary to add liquid sodium bisulfite.</li> <li>• <u>Action</u> Wastewater Management is seeking Council approval to award the contract with Two Rivers Terminal, LLC to supply liquid Sodium Bisulfite to the Water Reclamation Facility.</li> <li>• <u>Funding</u> Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from sewer rates. .</li> </ul>	

**Budget Impact:**

Approved in current year budget?  Yes  No  N/A

Annual/Reoccurring expenditure?  Yes  No  N/A

If new, specify funding source: Department

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

**Operations Impact:**

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

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**  
**PURCHASE AGREEMENT**  
**Title: SODIUM BISULFITE SOLUTION,  
40% FOR RPWRF**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **TWO RIVERS TERMINAL, LLC**, whose address is 3300-C North Glade Road, Pasco, Washington 99031, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City **SODIUM BISULFITE SOLUTION, 40%**, subject to these terms and conditions.
2. CONTRACT DOCUMENTS. This Agreement, RFP No. 4471-18, and the Vendor's Response to RFP constitute the contract documents. If there is a discrepancy between these documents, this Agreement controls. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939, and are incorporated into this Agreement by reference as if they were set forth at length.
3. TERM. The Agreement shall begin August 15, 2018 and run through August 14, 2021, unless terminated earlier. The Agreement may be extended, upon mutual written agreement of both parties, for two (2) additional one year Agreement periods with the total contract period not to exceed five (5) years.
4. DELIVERY TIME. Truck deliveries will be accepted only between 7:30 a.m. and 3:00 p.m., Monday through Friday. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.
5. DELIVERY LOCATION. The Vendor shall deliver the goods within seven (7) days from receipt of order to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. In case of emergency, Vendor shall deliver the goods within twenty-four (24) hours after receipt of order.
6. COMPENSATION. The City will pay **TWO HUNDRED FIVE THOUSAND EIGHTY EIGHT AND NO/100 DOLLARS (\$205,088.00)**, including tax, per year, for a total of **SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED SIXTY FOUR AND NO/100 DOLLARS (\$615,264.00)**, including tax for everything furnished and done under this Agreement.
7. PAYMENT. The Vendor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. Payment will be made within thirty (30) days after receipt of the Vendor's application except as

provided in RCW 39.76. **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.

8. TITLE. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

13. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

- A. Time is of the essence of this Agreement.
- B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.
- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged as bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. INDEMNIFICATION.

The Vendor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Vendor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that

nothing herein shall require a Vendor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Vendor'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 Vendor, its agents or employees. The Vendor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Vendor's own employees against the City and, solely for the purpose of this indemnification and defense, the Vendor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Vendor 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.

17. INSURANCE.

During the period of the Agreement, the Vendor 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 Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Vendor's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
  - A. **Property Insurance** if materials and supplies are furnished by the Vendor. 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 Vendor or its insurer(s) to the City.

As evidence of the insurance coverage(s) required by this Agreement, the Vendor 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 Vendor'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 Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Vendor 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 Vendor.

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

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

21. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

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

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

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

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.

26. DEBARMENT AND SUSPENSION. The Vendor 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.

27. CONSTRUAL. The Vendor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents



concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of nor against either party.

28. VENDOR'S ACKNOWLEDGEMENT. The Vendor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

29. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of the Wastewater Reclamation Facility and the Agreement time and compensation will be adjusted accordingly.

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

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**TWO RIVERS TERMINAL, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachment that is a part of this Agreement:  
Exhibit A - Certificate Regarding Debarment

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

1. The undersigned (i.e., signatory for the Subrecipient / Operator / 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 Operator 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 Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. 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.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Operator / 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)

# BID TABULATION

**BID NUMBER:** 4471-18  
**BID TITLE:** Sodium Bisulfite Solution, 40%  
**DUE DATE:** June 18, 2018



**CITY OF SPOKANE - PURCHASING**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

<b>BIDS RECEIVED FROM:</b>	<b>TWO RIVERS TERMINAL, LLC 3300 C NORTH GLADE RD. PASCO, WA 99301</b>	<b>UNIVAR USA INC. 8201 S. 212<sup>TH</sup> KENT, WA 98032</b>
<b>130,000 GL PER YR MORE OR LESS OF SODIUM BISULFITE SOLUTION, 40%</b>	\$1.45 per Gallon	\$2.24 per Gallon
<b>SUBTOTAL:</b>	<b>\$188,500.00</b>	<b>\$291,200.00</b>
<b>SALES TAX:</b>	<b>\$16,588.00</b>	<b>\$25,625.60</b>
<b>TOTAL BID:</b>	<b>\$205,088.00</b>	<b>\$316,825.60</b>

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID (IF ANY) IS MADE BY CITY COUNCIL.**

DAVID A. CONDON  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

*\* COPY \**

## REQUEST FOR BIDS

City of Spokane, Washington

**BID NUMBER:** #4471-18  
**DESCRIPTION:** SODIUM BISULFITE SOLUTION, 40%  
**DUE DATE:** MONDAY, JUNE 18, 2018  
No later than 1:00 p.m.

City of Spokane - Purchasing  
4<sup>TH</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

**BID SUBMITTED BY:**

**COMPANY** Two Rivers Terminal LLC

**MAILING ADDRESS** \_\_\_\_\_

PO Box 2327, Pasco WA 99302

**PHYSICAL ADDRESS** \_\_\_\_\_

3300C North Glade Rd., Pasco WA 99301

**PHONE NUMBER** (509) 547-7776

**FAX NUMBER** (509) 546-9508

**E-MAIL ADDRESS** industrial@tworiversterminal.com

**SIGNATURE:** \_\_\_\_\_

Signature here will confirm compliance with all instructions, terms, and conditions of this Request for Bids.

Connie Wahl, C.P.M., CPPB  
Purchasing

**PART I. PRICING AND BIDDER INFORMATION**

**SECTION I. PRICING**

**TO:** CITY OF SPOKANE - PURCHASING

**BID NAME:** SODIUM BISULFITE SOLUTION, 40%

**BID NO:** Bid #4471-18

The purpose of this Request for Bid is to invite sealed Bids to provide an annual supply (ordered as needed) of SODIUM BISULFITE SOLUTION, 40% to the City of Spokane Riverside Park Water Reclamation Facility.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
130,000 GALLONS MORE OR LESS	SODIUM BISULFITE SOLUTION, 40%	PER GALLON:	\$1.45
	<b>TOTAL BID</b>		\$188,500.00
	<b>WA STATE SALES TAX (8.8%)</b>		\$16,588.00
	<b>GRAND TOTAL</b>		\$205,088.00

**NOTE: FREIGHT COSTS MUST BE INCLUDED IN UNIT PRICE**

Payment Terms: Net 30 days via direct deposit/ach or credit card.

**Payment:** Supplier will accept credit card  YES  NO. If so, state any additional charge or discount for credit card payments. 3% processing fee.

Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the vendor and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

**Normal Delivery:**

**Normal delivery - Sodium Bisulfite Solution can be delivered to RPWRF in 7 DAYS after receipt of order (ARO).  YES  NO**

**EMERGENCY Deliveries:**

**In case of Emergency - Sodium Bisulfite Solution can be delivered to RPWRF in 24 hours after receipt of order (ARO).  YES  NO**

**ADDITIONAL FREIGHT COST PER GALLON FOR EMERGENCY DELIVERIES ONLY: \$ 0.00**

**F.O.B. Delivery Point: Riverside Park Water Reclamation  
4401 North A.L. White Parkway, Spokane WA 99205**

**SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS BID.**

**SECTION II. BIDDER INFORMATION**

**Company Name:** Two Rivers Terminal LLC  
(Type or Print)

**By:** J. Travis Owens, Sr. **Title:** Strategic Accounts Manager  
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) being bid:

Name: J. Travis Owens, Sr.

Phone: (509) 412-9000

**BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Bidder 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.

**CITY OF SPOKANE BUSINESS REGISTRATION NUMBER:** UBI# 602-341-599

**ORGANIZATION**

Proposal of an ( ) individual ( ) partnership (x) corporation organized and existing under the Laws of the State of Washington.

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER**

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
Two Rivers Terminal LLC	3300C North Glade Rd., Pasco WA	99301

**MINORITY BUSINESS ENTERPRISE**

Vendor (is \_\_, is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

**SMALL BUSINESS**

Vendor (is X, is not \_\_) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

## PART II. SPECIFIC TERMS AND CONDITIONS

### 1. DEFINITIONS

- a. Bidder - one who submits a Bid.
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to the storage tanks at the Riverside Park Water Reclamation Facility.
- e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- f. Cost - Total cost of ownership based on the best available information.

### 2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation.

### 3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

### 4. CONTRACT PERIOD

The initial contract shall be for a 3 year period beginning approximately August 15, 2018, and terminating approximately August 14, 2021.

### 5. RENEWAL

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

### 6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

### 7. ACCEPTANCE PERIOD

Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.

### 8. DISCOUNT PERCENTAGES

Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.

### 9. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

### 10. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with **NO** provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.

## 11. INVENTORY

Sufficient inventory to supply the needs of the Purchaser shall be maintained by the Vendor.

## 12. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

## 13. GRANT FUNDING

NO Grant money will be used – Department operating budget will be used.

# PART III. INSTRUCTIONS AND SPECIFICATIONS

## SECTION I. GENERAL INSTRUCTIONS

These instructions and specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.

1. The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.
2. *Time is of the essence in the performance of this contract.*
3. Material Safety Data Sheets must be included with Bid Proposal forms if applicable.
4. All freight expenses shall be the responsibility of the winning Vendor.
5. References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.

Metro Vancouver | 4330 Kingsway, Burnaby BC V5H 4G8 | Contact: Sheryl Hrynyk | 604-432-6332 | sheryl.hrynyk@metrovancover.org

City of Vancouver | PO Box 1995, Vancouver WA 98668 | Contact: Elma Malloy | 360-487-8427 | elma.malloy@cityofvancouver.us

City of Spokane | 4401 N Aubrey L White Pkwy, Spokane WA 99205 | Contact: Heather Barnhart | 509-625-4606 | hbarnhart@spokanecity.org

6. Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.
7. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.
8. The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.
9. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.



10. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	X		
If so were PCBs found at a measureable level?		X	
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			X
If so attach the results or note from whom the results can be obtained.	n/a		
Do you have reason to believe the product contains measureable levels of PCBs?		X	
Do you have reason to believe the product packaging contains measureable levels of PCBs?		X	

11. Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.
12. Signature on the cover page of this Bid by the Bidder will confirm acknowledgment of receipt and understanding of all instructions, terms, and conditions of this Request for Bids.

## SECTION II. SPECIAL INSTRUCTIONS

- Any specification questions concerning this Bid should be directed to Jon Eckhart, Riverside Park Water Reclamation Facility [jeckhart@spokanecity.org](mailto:jeckhart@spokanecity.org) (509) 625-4641. Any administrative questions concerning this Bid should be directed to Connie Wahl, Purchasing – [cwahl@spokanecity.org](mailto:cwahl@spokanecity.org).
- The SODIUM BISULFITE SOLUTION shall be transported in DOT approved tanker trucks.
- Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.
- Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane.**
- The Sodium Bisulfite shall be transported in DOT approved tanker trucks and transferred to storage tanks at the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington, 99205. Method and equipment for delivery shall be compatible with the RPWRF site and with receiving and storage equipment available at the site. Deliveries are to be made from 7:30 a.m. to 2:30 p.m. Monday through Thursday, as required. **(NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:30 P.M.)** Deliveries made outside these hours may be arranged occasionally on a case by case basis; notification must be made at least 1 hour prior to delivery. All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:30 p.m. may be required to delay unloading until the following acceptable business day. All Sodium Bisulfite is to be delivered (F.O.B.) to the storage tanks at the RPWRF. **The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.**
- Vendors being considered for award must supply a typical analysis sheet of their product analyzing for the parameters listed in the Bid

### SECTION III. TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe SODIUM BISULFITE SOLUTION, 40% required:

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

**A. "To Be Supplied" Column**

Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

**B. "Exceptions" Column**

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED/CAN COMPLY	EXCEPTIONS
1. SODIUM BISULFITE SOLUTION, 40% shall be in accordance with the following Chemical Analysis: Assay (NaHSO <sub>3</sub> )      37.5 – 40.5% PH                              3.5 – 5.5 Specific Gravity      1.25 -1.40 gm/cc Iron 20 ppm max.	T.O.	
2. SODIUM BISULFITE SOLUTION, 40% to be shipped in truckload quantities.(Approximately 3,000 gallons per load)	T.O.	
3. Capacity of tankers shall comply with DOT specifications.	T.O.	
4. Deliveries shall be made to the storage tanks at Riverside Park Water Reclamation Facility.	T.O.	
5. Delivery method is to be compatible with unloading equipment at delivery point - Riverside Park Water Reclamation Facility.	T.O.	
6. Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday with the exception of recognized holidays unless arranged in advance. Deliveries to be in accordance with special instructions on Part III "Technical Specifications", Section 1,.	T.O.	
7. Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum.	T.O.	

7. Any Sodium Bisulfite delivered that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the vendor.
8. All of the Sodium Bisulfite will be delivered to Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane WA 99205.
9. The awarded vendor may be subject to grab analyses to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at the time of product delivery. Product performance will additionally be evaluated as to its performance in previous years.
10. Upon delivery of non-conforming product, the vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.
11. Weight, Specific Gravity, and Trade Percent are to be listed on each delivery ticket. Vendor also is to furnish a weight ticket with each delivery stating gross, tare, and net weight.
12. A representative 500 mL sample is to be extracted, prior to unloading, from each delivery for analysis by the RPWRF's laboratory. All material will be analyzed by the RPWRF lab staff in accordance with Standard Methods. SOP's and calculations can be provided by the RPWRF laboratory upon request.
13. If the product differs from the provisions contained herein, these differences must be explained in detail.
14. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
15. Brochures to be included with Bid Proposal forms.
16. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.
17. The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.
18. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible within 7 days ARO.**
19. Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.
20. Federal and State laws governing this product must be satisfied.
21. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.
22. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.

**I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE PART III INSTRUCTIONS AND SPECIFICATIONS**

T.O.

\_\_\_\_\_  
**INITIAL**

## PART IV. BID SUBMISSION AND EVALUATION

### SECTION I. BID SUBMISSION

#### 1. PREPARATION OF BIDS

All Bids shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of Bidder's firm. Use recycled paper and both sides of paper sheets whenever practicable. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the Bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

##### A. MSDS Sheets

B. Cover letter stating qualifications for supplying specified product on contract with the City of Spokane.

#### 2. PREPARATION OF ENVELOPES

Place each copy of the Bid in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

**"SEALED BID - IMPORTANT"**  
**"BID #4471-18 - SODIUM BISULFITE SOLUTION, 40% SOLUTION"**  
**"DUE: MONDAY, JUNE 18, 2018 – 1:00 P.M."**  
**YOUR COMPANY NAME, CITY, & STATE**

#### 3. SUBMISSION OF BIDS

Submit Three (3) copies of the Bid, as follows:

Original paper Bid, One paper copy and One (1) reproducible digital copy (CD or thumb drive) to:

City of Spokane – Purchasing  
4<sup>th</sup> Floor – City Hall  
808 West Spokane Falls Blvd.  
Spokane WA 99201

**NOTE: Proposals will not be accepted by fax or email**

The Purchaser is not responsible for Bids delivered late. It is the responsibility of the Bidder to be sure the Bids are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the opening date. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Bids will be publicly opened at 1:15 p.m., MONDAY, JUNE 18, 2018 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

#### 4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

#### 5. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

## SECTION II. BID EVALUATION

### 1. EVALUATION OF BIDS

Technical specifications of Section III will be strictly enforced. All bids will be evaluated as to the trade percent of Sodium Bisulfite contained in the solution. **Bids will be evaluated based on cost of product at 40% trade percent.** Award of contract will be based on a total cost to the City and upon the following criteria, where applicable:

- The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

### 2. BIDDING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.

### 3. BIDDER PREQUALIFICATION

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

### 4. REJECTION OF BIDS

The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

### 5. AWARD OF CONTRACT

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. **STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID.** The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

## PART V. STANDARD TERMS AND CONDITIONS

### 1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

**2. TITLE**

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

**3. COMPLIANCE WITH LAWS**

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**4. CONTRACT DISPUTES**

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

**5. OVERCHARGES**

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

**6. WARRANTIES**

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

**7. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

**8. 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 Vendor 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 Vendor.

**9. ANTI-KICKBACK**

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

**10. SAVE HARMLESS**

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

**11. TAXES**

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

**12. BRAND NAME "OR EQUAL"**

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Bid containing a brand which is not of equal quality, performance or use, must be represented as an alternate and not as an equal.

**13. QUANTITIES**

Quantities, when used, are estimates only and are given for the purpose of comparing Bids on a uniform basis. Quantities shall be Bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

**14. ASSIGNMENTS**

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

**15. CHANGES**

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

**16. DEFAULT**

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

**17. REJECTION**

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

**18. TERMINATION**

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

**19. NON-WAIVER**

*No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.*

**20. SEVERABILITY**

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

**21. MINORITY BUSINESS OPPORTUNITIES**

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

**22. FREIGHT TERMS**

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

### **23. PAYMENT**

Unless agreeing to payment by credit card with no additional fees, Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

### **24. INSURANCE COVERAGE**

During the term of the contract, the Vendor shall maintain in force at its own expense, each insurance coverage noted below:

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 Firm's services to be provided under 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.

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 contract. The coverage must remain in effect for at least three {3} years after the contract 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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **25. VENDOR'S COOPERATION**

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.





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

07/30/2018

Date Rec'd	7/17/2018
Clerk's File #	PRO 2017-0036
Renews #	
Cross Ref #	
Project #	2010076
Bid #	
Requisition #	CR 19509

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - N. A. DEGERSTROM, INC.

Agenda Wording

Authorization to increase the administrative reserve on the contract with N. A. Degerstrom, Inc, for the CSO 23 Control Facility - for an increase of \$50,000.00 for a total administrative reserve of \$188,392.30 or 13.6% of the contract price.

Summary (Background)

During construction of the CSO tank we found that the existing sewer main in the Ash-Oak Alley between Bridge Avenue and College Avenue was collapsed in several locations and is in extremely poor condition where it is not collapsed. The Sewer Dept. is requesting that the sewer main be replaced as part of this project because the collapsed main ties into the new CSO 23 system. The section of main that needs to be replaced will require installation of two manholes, replacement of approximately

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 50,000.00	# 4250 43416 94000 56501 10023
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/23/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

West Central Neighborhood Council)

### Summary (Background)

250 feet of 8 inch sewer main, and connecting approximately six sewer services. We are estimating that the additional work will cost approximately \$50,000.00. To complete this additional work and preserve the administrative reserve for other issues that may be encountered on the project Engineering Services is requesting an additional \$50,000 or 3.6% to replace the collapsed sewer main and complete the project.

### Fiscal Impact

Select \$

Select \$

### Budget Account

#

#

### Distribution List

<u>Distribution List</u>	

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	CSO 23 Control Facility Administrative Reserve Increase
<b>Date:</b>	7/23/18
<b>Contact (email &amp; phone):</b>	Joel Graff, <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> , x7757
<b>City Council Sponsor:</b>	CM Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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)	This project is in the 6 year sewer plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<p><b>Background/History:</b> <i>Engineering Project #2010076</i> – CSO 23 Control Facility, is an ongoing CSO project located in the West Central neighborhood.</p> <p>During construction of the CSO tank we found that the existing sewer main in the Ash-Oak Alley between Bridge Ave. and College Ave. was collapsed in several locations and is in extremely poor condition where it is not collapsed. The Sewer Dept. is requesting that the sewer main be replaced as part of this project because the collapsed main ties into the new CSO 23 system.</p> <p>The section of main that needs to be replaced will require installation of 2 manholes, replacement of approximately 250 feet of 8 inch sewer main, and connecting approximately 6 sewer services. We are estimating that the additional work will cost approximately \$50,000.</p> <p>To complete this additional work and preserve the admin reserve for other issues that may be encountered on the project, Engineering Services is requesting an additional \$50,000 to replace the collapsed sewer main and complete the project.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>Replacement of the collapsed sewer main will cost approximately \$50,000.</i></li> <li>• <i>Payments have been issued to date for \$888,737.46. The authorized budget with administrative reserve is \$1,522,315.30.</i></li> <li>• <i>An additional \$50,000 is being requested to replace the collapsed sewer main and to complete the project.</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b>	

Consistent with current operations/policy?

Yes

No

N/A

Requires change in current operations/policy?

Yes

No

N/A

Specify changes required:

Known challenges/barriers:



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

07/30/2018

<u>Date Rec'd</u>	7/12/2018
<u>Clerk's File #</u>	OPR 2018-0456
<u>Renews #</u>	
<u>Cross Ref #</u>	PRO 2017-0035
<u>Project #</u>	2013212
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	MARK PAPICH 625-6310
<u>Contact E-Mail</u>	MPAPICH@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 - GRANT AGREEMENT NO. WQC-2018-SPOKAN-00041

Agenda Wording

Funding Agreement between the State of Washington Department of Ecology and the City of Spokane for the funding of CSO Basins 14 and 15 for the amount of \$1,852,346.25.

Summary (Background)

This project will improve water quality in the Spokane River through installation of bioretention Silva cells in combined sewer overflow (CSO) basins 14 and 15. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc, and will also reduce flows to the Spokane River by increasing stormwater infiltration. An additional benefit of this project is reduced combined sewer overflows.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ 1,852,346.25	# 4250 98817 99999 38271 10014
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 9/12/16
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	sstopher@spokanecity.org	
<u>Additional Approvals</u>		mpapich@spokanecity.org	
<u>Purchasing</u>		mdavis@spokanecity.org	
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	mdoval@spokanecity.org	
		icmaccounting@spokanecity.org	

**BRIEFING PAPER**  
**Public Works Committee**  
**Integrated Capital Management**  
**September 12, 2016**

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**Subject:**

Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

**Background:**

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

**SFAP 2018 Grants**

<b>Project</b>	<b>Construction Year</b>	<b>Grant Amount</b>
Erie Stormwater Facility	2018	\$ 1,300,000
CSO Basins 14&15 Green Infrastructure	2017	\$ 1,000,000
CSO Basin 25 Stormwater Separation	2017	\$ 1,250,000
N Monroe (Indiana to Cora) Stormwater	2018	\$ 1,380,000
<b>TOTAL</b>		<b>\$ 5,930,000</b>

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

**Impact:**

There is a 25% match required for the Ecology grants. The maximum funding through this program is \$5 Million per jurisdiction.

**Action:**

Recommend approval of the attached lists of proposed applications.

**Funding:**

The Ecology grants are funded by State capital stormwater monies.



## Agreement No. WQC-2018-Spokane-00041

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

CITY OF SPOKANE

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

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#### GENERAL INFORMATION

Project Title:	CSO Basins 14 & 15 Green Infrastructure
Total Cost:	\$5,200,000.00
Total Eligible Cost:	\$2,469,795.00
Ecology Share:	\$1,852,346.25
Recipient Share:	\$617,448.75
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Stormwater Facility

#### Project Short Description:

This project will improve water quality in the Spokane River through installation of bioretention Silva cells in combined sewer overflow (CSO) basins 14 and 15. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc, and will also reduce flows to the Spokane River by increasing stormwater infiltration. An additional benefit of this project is reduced combined sewer overflows.

#### Project Long Description:

The Spokane River flows for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO); the Spokane River Regional Toxics Task Force has developed a Comprehensive Plan to reduce

Agreement No: WQC-2018-Spokane-00041  
Project Title: CSO Basins 14 & 15 Green Infrastructure  
Recipient Name: City of Spokane

Polychlorinated Biphenyls (PCBs); Avista, as part of its 401C water quality certification for hydroelectric operations, has two Water Quality Attainment Plans for total dissolved gas and DO; and there are two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

Stormwater and sanitary sewer water in the City of Spokane are collected by an extensive combined sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. This project will separate and treat stormwater in CSO basins 14 and 15. The basins' boundaries extend from the Spokane River bank along Summit Boulevard to the west and south, through the West Central Neighborhood to Elm Street to the east, and Boone Avenue to the north. Land use zoning in this area is mainly Single Family Residential with two small areas of High Density Residential in the most eastern and western corners. The two basins have a total area of 194 acres, 22 of which are pollution generating impervious surface (PGIS). The RECIPIENT will install Silva Cell units containing bioretention soil media (BSM) to treat 13 of the 22 acres of PGIS (6 acres from CSO 14, 7 acres from CSO 15).

The RECIPIENT chose Silva Cell units with BSM instead of other stormwater treatment Best Management Practices because of the lack of available surface space. Silva Cell units are structural units designed to be installed under sidewalks so trees are able to spread roots without disturbing the concrete. As a result they provide stormwater retention, treatment (with the addition of BSM), and infiltration into native soils. The Silva Cell units will reduce direct discharges of TSS, total phosphorus, dissolved metals, and PCBs by infiltrating treated runoff and reducing CSO discharges.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.



Agreement No: WQC-2018-Spokane-00041  
 Project Title: CSO Basins 14 & 15 Green Infrastructure  
 Recipient Name: City of Spokane

**RECIPIENT INFORMATION**

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

DUNS Number: 057531253

Mailing Address: 44 W Riverside  
 Spokane, WA 99201

Physical Address: 44 W Riverside  
 Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

**Contacts**

<p><b>Project Manager</b></p>	<p>Mark Papich                  Senior Engineer</p> <p>808 W Spokane Falls Blvd                  Spokane, Washington 99201                  Email: mpapich@spokanecity.org                  Phone: (509) 625-6310</p>
<p><b>Billing Contact</b></p>	<p>Lauren Berry                  Accountant</p> <p>808 W. Spokane Falls Blvd                  Spokane, Washington 99201                  Email: lberry@spokanecity.org                  Phone: (509) 625-6042</p>
<p><b>Authorized Signatory</b></p>	<p>David A Condon                  Mayor</p> <p>808 W Spokane Falls Blvd.                  Spokane, Washington 99201                  Email: mayor@spokanecity.org                  Phone: (509) 625-6250</p>

Agreement No: WQC-2018-Spokane-00041  
 Project Title: CSO Basins 14 & 15 Green Infrastructure  
 Recipient Name: City of Spokane

**ECOLOGY INFORMATION**

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

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Brandy Reynecke</p> <p>4601 N Monroe Street                  Spokane, Washington 99205-1295                  Email: brey461@ecy.wa.gov                  Phone: (509) 329-3421</p>
<p><b>Financial Manager</b></p>	<p>Layne Slone                  Financial Manager</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: lnak461@ecy.wa.gov                  Phone: (360) 407-6225</p>
<p><b>Technical Advisor</b></p>	<p>Doug Howie                  Senior Stormwater Engineer</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: DOHO461@ecy.wa.gov                  Phone: (360) 407-6444</p>

**AUTHORIZING SIGNATURES**

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Spokane

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

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

Heather R. Bartlett  
Water Quality  
Program Manager  
Date

David A Condon  
Mayor  
Date

Template Approved to Form by  
Attorney General's Office

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$20,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

**Project Administration/Management**

**Deliverables**

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

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$0.00**

Task Title: Design Plans and Specs, Environmental Review

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

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The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

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 Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

## Design Plans and Specs, Environmental Review

### Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$0.00**

Task Title: Construction Management

### Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
  1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
  2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

### Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.



Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

**Construction Management**

**Deliverables**

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

**SCOPE OF WORK**

Task Number: 4 **Task Cost:** \$2,449,795.00

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of Silva Cells containing bioretention soil media to mitigate runoff from 13 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and will also reduce flows to the Spokane River.

Recipient Task Coordinator: Mark Papich

**Construction**

**Deliverables**

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	



**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SFAP	25.00 %	\$ 617,448.75	\$ 1,852,346.25	\$ 2,469,795.00
<b>Total</b>		<b>\$ 617,448.75</b>	<b>\$ 1,852,346.25</b>	<b>\$ 2,469,795.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

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“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

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“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased

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with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

#### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

#### e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or



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ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

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G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA

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logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

#### SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single

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audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

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administration provisions of 40 CFR, Section 33.302.

**Non-discrimination Provision.** The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

**Bidder List, 40 CFR, Section 33.501(b) and (c).** The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

**G. Electronic and information Technology (EIT) Accessibility:** RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

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H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager

before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this

loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

## J. Loan Repayment:

### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.



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Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

#### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

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Fiscal Office.

#### K. Loan Security

**Due Regard:** For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

**Levy and Collection of Taxes (if used to secure the repayment of the loan):** For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

**Not an Excess Indebtedness:** For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

**Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan):** For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

**Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan):** All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

**L. Maintenance and Operation of a Funded Utility:** The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

**M. Opinion of RECIPIENT's Legal Counsel:** The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

**N. Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing

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requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

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2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide

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to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

**No Further Payments.** On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

**Repayment Demand.** In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

**Interest after Repayment Demand.** From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

**Accelerate Repayments.** In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

**Late Charges.** All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

**Intercept State Funds.** In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

**Property to ECOLOGY.** In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

**Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

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Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

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

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

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

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reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

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

##### 2. AMENDMENTS AND MODIFICATIONS

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

##### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
    - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
  - d) If any human remains are found while conducting work under this Agreement:



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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

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

#### 5. COMMUNICATION

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

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 8. CONFLICT OF INTEREST

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

#### 9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 10. DISPUTES

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

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

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

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

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

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

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

#### 11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

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

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

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

## 12. GOVERNING LAW

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

## 13. INDEMNIFICATION

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

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

## 14. INDEPENDENT STATUS

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

## 15. KICKBACKS

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

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

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

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

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

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

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

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

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

## 23. SEVERABILITY

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

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 25. SUSPENSION

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

## 26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

Agreement No: WQC-2018-Spokane-00041  
Project Title: CSO Basins 14 & 15 Green Infrastructure  
Recipient Name: City of Spokane

completed on such documents and other materials.

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

**28. THIRD PARTY BENEFICIARY**

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

**29. WAIVER**

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





**Agenda Sheet for City Council Meeting of:**  
07/30/2018

<u>Date Rec'd</u>	7/20/2018
<u>Clerk's File #</u>	CPR 2018-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2018

Agenda Wording  
 Report of the Mayor of pending claims & payments of previously approved obligations through: 7/20/18.  
 Total:\$ 15,422,411.51 with Parks & Library claims being approved by their respective boards. Claims excluding  
 Parks & Library Total:\$ 13,126,065.59

Summary (Background)  
 Pages 1-35 Check numbers: 550999 - 551229 ACH payment numbers: 52351 - 52618 On file for review in City  
 Clerks Office: 35 Page listing of Claims NOTE:

<u>Fiscal Impact</u>	Grant related? Public Works? NO	<u>Budget Account</u>
Expense \$ 13.126.065.59		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 29

APPROVAL FUND SUMMARY

DATE: 07/23/18  
TIME: 07:58  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	948,031.52
1100	STREET FUND	131,714.27
1200	CODE ENFORCEMENT FUND	3,684.72
1300	LIBRARY FUND	16,578.48
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	6,272.17
1400	PARKS AND RECREATION FUND	43,715.30
1450	UNDER FREEWAY PARKING FUND	6,547.79
1460	PARKING METER REVENUE FUND	34,135.61
1510	SPOKANE RGL EMERG COM SYS	392.25
1560	FORFEITURES & CONTRIBUTION FND	15,224.00
1590	HOTEL/MOTEL TAX FUND	353,818.37
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,224.77
1630	COMBINED COMMUNICATIONS CENTER	11,913.23
1640	COMMUNICATIONS BLDG M&O FUND	12,099.06
1680	CD/HS OPERATIONS	3,952.87
1940	CHANNEL FIVE EQUIPMENT RESERVE	96.83
1970	FIRE/EMS FUND	270,162.99
1990	TRANSPORTATION BENEFIT FUND	9,906.83
3200	ARTERIAL STREET FUND	901,831.01
4100	WATER DIVISION	437,363.88
4250	INTEGRATED CAPITAL MANAGEMENT	795,699.79
4300	SEWER FUND	84,896.90
4340	WATER/WW REVENUE BOND FUND	3,711,419.53
4480	SOLID WASTE FUND	46,548.07
4490	SOLID WASTE DISPOSAL	745,542.98
4600	GOLF FUND	5,200.28
4700	DEVELOPMENT SVCS CENTER	41,467.54
5100	FLEET SERVICES FUND	47,380.09
5200	PUBLIC WORKS AND UTILITIES	4,758.28
5300	IT FUND	326,400.96
5310	IT CAPITAL REPLACEMENT FUND	912.91
5400	REPROGRAPHICS FUND	4,981.62
5500	PURCHASING & STORES FUND	1,523.51
5600	ACCOUNTING SERVICES	9,465.99
5700	MY SPOKANE	2,342.92
5800	RISK MANAGEMENT FUND	295,762.54
5810	WORKERS' COMPENSATION FUND	5,479.89
5820	UNEMPLOYMENT COMPENSATION FUND	40.29
5830	EMPLOYEES BENEFITS FUND	425,953.44
5900	ASSET MANAGEMENT FUND OPS	9,197.17
5901	ASSET MANAGEMENT FUND CAPITAL	1,140,280.49
6060	EMPLOYEES' RETIREMENT FUND	2,954.16
6070	FIREFIGHTERS' PENSION FUND	2,722.63
6080	POLICE PENSION FUND	4,928.89
6920	CLAIMS CLEARING FUND	532.44
6960	SALARY CLEARING FUND NEW	2,200,006.33
	TOTAL:	13,126,065.59

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 29

DATE: 07/23/18  
TIME:  
PAGE: 1

07/23/18

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

113.00	LEONARD G FOWLER 1018 S CENTURY RD	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00551064
393.00	P.L.H., LLC ATTN: PAUL L HANSON	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00551065
6,725.00	SAGEVIEW CONSULTING GROUP, LLC	SURVEYS/STUDIES ACH PMT NO. - 80052407
52,756.37	SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80052410
10,617.95	STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80052414
7,495.50	SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80052541
232,231.06	TAX RECOVERY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80052544
-----		
310,331.88	TOTAL FOR 0020 - NONDEPARTMENTAL	

0030 - POLICE OMBUDSMAN

4.48	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80052382
250.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
106.20	T-MOBILE	CELL PHONE CHECK NO. - 00551016
	US BANK OR CITY TREASURER	SOCIAL SECURITY

618.91 EMP BENEFITS ( CITY ) CHECK NO. - 00551204

-----  
979.59 TOTAL FOR 0030 - POLICE OMBUDSMAN

0100 - GENERAL FUND  
-----

500.00 ANGLES BAIL BONDS DEPOSIT-REFUNDS IN PROGRESS  
815 N MONROE CHECK NO. - 00551058

20.00 CENEX ZIP TRIP DEPOSIT - RESTITUTION  
16124 E MARIETTA LANE CHECK NO. - 00551066

25.00 ERIC ANTHONY FAUX DEPOSIT-REFUNDS IN PROGRESS  
10620 W 12TH AVE APT 81 CHECK NO. - 00551045

25.00 JAN WENDT DEPOSIT - RESTITUTION  
1647 E WABASH CHECK NO. - 00551057

07/23/18 HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

20.00 KARY HIATT DEPOSIT - RESTITUTION  
PO BOX 10164 CHECK NO. - 00551062

260.00 KRISTIN O'SULLIVAN GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052478

259.00 MCKENNA JONES DEPOSIT-REFUNDS IN PROGRESS  
4714 N CEDAR ST CHECK NO. - 00551060

50.10 MICHAEL J HUFFMAN GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052472

20.00 PAMALYNN BRAULT DEPOSIT - RESTITUTION  
3703 E 1ST AVE CHECK NO. - 00551067

25.00 PAR ACCEPTANCE DEPOSIT-REFUNDS IN PROGRESS  
1718 W BROADWAY CHECK NO. - 00551061

1,215.00 PARAS HOMES LLC PERMIT REFUNDS PAYABLE  
603 N HAVANA ST CHECK NO. - 00551034

REBECCA BAERMAN  
10943 W SAGEWOOD CT  
136.00  
DEPOSIT-REFUNDS IN PROGRESS  
CHECK NO. - 00551059

RICHARD TERZIEFF  
3707 E 1ST AVE  
20.00  
DEPOSIT - RESTITUTION  
CHECK NO. - 00551063

US BANK  
260,266.86  
PCARD ADVANCE PYMT REC  
ACH PMT NO. - 80052357

VALLEY EMPIRE COLLECTIONS  
8817 E MISSION SUITE 101  
312.32  
DEPOSIT-REFUNDS IN PROGRESS  
CHECK NO. - 00551056

VERIZON WIRELESS BELLEVUE  
55.42  
GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052417

-----  
TOTAL FOR 0100 - GENERAL FUND  
263,209.70

0230 - CIVIL SERVICE  
-----

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD  
570.00  
DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )  
1,586.64  
SOCIAL SECURITY  
CHECK NO. - 00551204

-----  
TOTAL FOR 0230 - CIVIL SERVICE  
2,156.64

0260 - CITY CLERK  
-----

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD  
240.00  
DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )  
1,102.59  
SOCIAL SECURITY  
CHECK NO. - 00551204

HONORABLE MAYOR  
07/23/18  
AND COUNCIL MEMBERS

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

TOTAL FOR 0260 - CITY CLERK

1,342.59

0320 - COUNCIL

-----

BEN STUCKART

LODGING

CHECK NO. - 00551080

344.97

BEN STUCKART

PER DIEM

CHECK NO. - 00551080

537.00

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

650.00

LUKE ESSER

PROFESSIONAL SERVICES

ACH PMT NO. - 80052576

2,500.00

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

2,335.94

VERIZON WIRELESS BELLEVUE

CELL PHONE

ACH PMT NO. - 80052417

347.16

-----

TOTAL FOR 0320 - COUNCIL

6,715.07

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

-----

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

505.00

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

1,776.40

-----

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

2,281.40

0350 - COMMUNITY CENTERS

-----

NE COMMUNITY CENTER ASSN

CONTRACTUAL SERVICES

ACH PMT NO. - 80052525

4,975.17

-----

TOTAL FOR 0350 - COMMUNITY CENTERS

4,975.17

0370 - ENGINEERING SERVICES

-----  
ARAMARK UNIFORM SERVICES                    LAUNDRY/JANITORIAL SERVICES  
AUS WEST LOCKBOX                            ACH PMT NO. - 80052487  
23.83  
  
COPIERS NORTHWEST INC                      OPERATING RENTALS/LEASES  
    ACH PMT NO. - 80052499  
1,778.49  
  
ICMA RETIREMENT TRUST 457                  DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD              CHECK NO. - 00551188  
3,361.00

07/23/18                    HONORABLE MAYOR  
                                  AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JENSEN HUGHES INC                            CONTRACTUAL SERVICES  
    ACH PMT NO. - 80052431  
9,483.65  
  
T-MOBILE                                      CELL PHONE  
    CHECK NO. - 00551015  
98.15  
  
T-MOBILE                                      IT/DATA SERVICES  
    CHECK NO. - 00551015  
123.48  
  
US BANK OR CITY TREASURER                  SOCIAL SECURITY  
EMP BENEFITS ( CITY )                      CHECK NO. - 00551204  
14,262.05  
  
US DOSIMETRY TECHNOLOGY INC                OTHER MISC CHARGES  
    ACH PMT NO. - 80052547  
642.66

-----  
    TOTAL FOR 0370 - ENGINEERING SERVICES  
29,773.31

0410 - FINANCE

-----  
ICMA RETIREMENT TRUST 457                  DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD              CHECK NO. - 00551188  
525.00  
  
US BANK OR CITY TREASURER                  SOCIAL SECURITY  
EMP BENEFITS ( CITY )                      CHECK NO. - 00551204  
4,242.36  
-----



TOTAL FOR 0410 - FINANCE

4,767.36

0430 - GRANTS MANAGEMENT

-----

ICMA RETIREMENT TRUST 457                      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                  CHECK NO. - 00551188

191.00

US BANK OR CITY TREASURER                      SOCIAL SECURITY  
EMP BENEFITS ( CITY )                          CHECK NO. - 00551204

864.10

VERIZON WIRELESS BELLEVUE                      CELL PHONE  
ACH PMT NO. - 80052417

57.86

-----  
TOTAL FOR 0430 - GRANTS MANAGEMENT

1,112.96

0450 - COMM & NEIGHBHD SVCS DIVISION

-----

ICMA RETIREMENT TRUST 457                      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                  CHECK NO. - 00551188

150.00

US BANK OR CITY TREASURER                      SOCIAL SECURITY  
EMP BENEFITS ( CITY )                          CHECK NO. - 00551204

752.60

-----  
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION

902.60

0470 - HISTORIC PRESERVATION

-----

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457                      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                  CHECK NO. - 00551188

100.00

US BANK OR CITY TREASURER                      SOCIAL SECURITY  
EMP BENEFITS ( CITY )                          CHECK NO. - 00551204

297.66

-----  
TOTAL FOR 0470 - HISTORIC PRESERVATION

397.66

0500 - LEGAL

972.75	ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	PROFESSIONAL SERVICES ACH PMT NO. - 80052556
41.39	ASHLEY DINWIDDIE 41011 N LAKE SHORE RD	WITNESS FEES CHECK NO. - 00551073
17.92	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80052382
10.76	DJENNET MAMETNAZAROVA 1016 W RAILWAY AVE	WITNESS FEES CHECK NO. - 00551075
50.00	EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00551004
27.11	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80052384
2,045.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
429.11	JOHNSON CONTROLS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80052586
16.54	JOSEPH TATRO 7323 E MONTGOMERY AVE	WITNESS FEES CHECK NO. - 00551074
1,195.00	JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80052394
19.70	MARIA BEGLEY 3203 N GIRARD RD	WITNESS FEES CHECK NO. - 00551076
176.00	MICHAEL REINKEN	PER DIEM CHECK NO. - 00551078
126.00	MUBARAK ABDUR RAHEEM	CLE TRAVEL ACH PMT NO. - 80052464
176.00	RAADEL ELLISON	PER DIEM CHECK NO. - 00551030
13.16	SABRINA LEA CHINE 1903 N CRESTLINE	WITNESS FEES CHECK NO. - 00551072

T-MOBILE

CELL PHONE  
CHECK NO. - 00551014

60.66

HONORABLE MAYOR

07/23/18

AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

8,826.72

VERIZON WIRELESS BELLEVUE

CELL PHONE  
ACH PMT NO. - 80052417

55.42

-----

TOTAL FOR 0500 - LEGAL

14,259.24

0520 - MAYOR

-----  
DAVID CONDON

PER DIEM  
CHECK NO. - 00551028

252.00

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

280.00

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

1,992.17

-----

TOTAL FOR 0520 - MAYOR

2,524.17

0550 - NEIGHBORHOOD SERVICES

-----  
GRETCHEN CHOMAS  
412 W CARLISLE AVE

OTHER MISC CHARGES  
CHECK NO. - 00551071

225.11

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

175.00

TINA LUERSSEN  
2937 W 19TH AVE

OTHER MISC CHARGES  
CHECK NO. - 00551070

74.00

US BANK OR CITY TREASURER

SOCIAL SECURITY

877.39	EMP BENEFITS ( CITY )	CHECK NO. - 00551204
74.81	VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80052548
10.00	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80052548

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-----  
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES  
1,436.31

0560 - MUNICIPAL COURT  
-----

25.00	AMY HARTE	AIRFARE ACH PMT NO. - 80052471
40.00	AMY HARTE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80052471
15.00	ANDREA POPLAWSKI 530 W MAIN SUITE 201	CASH OVER/SHORT CHECK NO. - 00551049

07/23/18 HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

35.00	ATSPS/BUDGET PROCESSING RENTAL CAR VIOLATIONS	CASH OVER/SHORT CHECK NO. - 00551048
27.90	CAMBRIA RAVSTEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00551077
106.17	COMCAST	IT/DATA SERVICES CHECK NO. - 00551003
95.50	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052378
55.00	COREY WALKER 411 S SKIPWORTH RD #103	CASH OVER/SHORT CHECK NO. - 00551046
22.40	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80052382

1,700.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
27.90	LYNDA S EARLS	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00551029
20.00	MICHELLE JENNER 7610 N LINDEKE ST	CASH OVER/SHORT CHECK NO. - 00551047
25.00	TERESA GOE	AIRFARE ACH PMT NO. - 80052468
180.46	UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80052459
7,864.53	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
37.84	VALLEY EMPIRE COLLECTION PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00551051
579.79	VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80052417
40.01	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80052417

-----  
TOTAL FOR 0560 - MUNICIPAL COURT  
10,897.50

0570 - OFFICE OF HEARING EXAMINER  
-----

160.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
504.71	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER  
664.71

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HONORABLE MAYOR  
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267.30		CHECK NO. - 00551002
	CENTURYLINK	TELEPHONE
433.69		CHECK NO. - 00551002
	GALLS LLC	CLOTHING
713.90		ACH PMT NO. - 80052386
	GALLS LLC	OPERATING SUPPLIES
106.60		ACH PMT NO. - 80052386
	GARY ERNSDORFF	OPERATIONAL TRAVEL
478.40		CHECK NO. - 00551031

07/23/18 HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

70,933.79	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
70.72	SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80052412
455.64	SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00551011
20.36	T-MOBILE	MOBILE BROADBAND CHECK NO. - 00551013
38,924.08	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
124.84	VERIZON WIRELESS BELLEVUE	MOBILE BROADBAND ACH PMT NO. - 80052417
148,639.03	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00551210
625.00	WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00551212

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-----

TOTAL FOR 0680 - POLICE

261,793.35

0690 - PROBATION SERVICES

-----  
DEVRIES INFORMATION MANAGEMENT MISC SERVICES/CHARGES  
ACH PMT NO. - 80052382  
8.96  
  
ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188  
720.00  
  
US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
2,494.78  
  
VERIZON WIRELESS BELLEVUE CELL PHONE  
ACH PMT NO. - 80052417  
115.72  
  
VERIZON WIRELESS BELLEVUE IT/DATA SERVICES  
ACH PMT NO. - 80052417  
40.03

-----  
TOTAL FOR 0690 - PROBATION SERVICES

3,379.49

0700 - PUBLIC DEFENDER

-----  
CCH INC DBA WOLTERS KLUWER PUBLICATIONS  
LEGAL & REGULATORY U.S. ACH PMT NO. - 80052372  
233.27  
  
DELL MARKETING LP OFFICE SUPPLIES  
%DELL USA LP ACH PMT NO. - 80052381  
222.21  
  
ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188  
1,325.00

HONORABLE MAYOR  
07/23/18  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JOHNSON CONTROLS INC BUILDING REPAIRS/MAINTENANCE  
ACH PMT NO. - 80052586  
429.11  
  
LARRY TANGEN LEGAL SERVICES  
ACH PMT NO. - 80052607  
607.75



THOMSON WEST PUBLICATIONS  
WEST PUBLISHING PAYMENT CTR ACH PMT NO. - 80052608  
872.17

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
6,266.23

-----  
TOTAL FOR 0700 - PUBLIC DEFENDER  
9,955.74

0750 - ECONOMIC DEVELOPMENT

-----  
ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188  
160.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
641.75

-----  
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT  
801.75

0860 - TREASURY SERVICES

-----  
ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188  
75.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
634.87

-----  
TOTAL FOR 0860 - TREASURY SERVICES  
709.87

1100 - STREET FUND

-----  
ACRANET CBS BRANCH/DIV OF BACKGROUND CHECKS  
CBS REPORTING INC ACH PMT NO. - 80052484  
55.00

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80052489  
1,951.47

CODY POOLE PERMITS/OTHER FEES  
CHECK NO. - 00551175  
95.00

CPM DEVELOPMENT CORP DBA OTHER REPAIRS/MAINTENANCE



VERIZON WIRELESS BELLEVUE

IT/DATA SERVICES  
ACH PMT NO. - 80052548

20.00

-----

TOTAL FOR 1200 - CODE ENFORCEMENT FUND

3,684.72

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

2,325.00

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

14,253.48

-----

TOTAL FOR 1300 - LIBRARY FUND

16,578.48

1360 - MISCELLANEOUS GRANTS FUND

KRISTIN O'SULLIVAN

GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052478

260.00-

KRISTIN O'SULLIVAN

PER DIEM  
ACH PMT NO. - 80052478

260.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHAEL J HUFFMAN

GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052472

50.10-

MICHAEL J HUFFMAN

OTHER TRANSPORTATION EXPENSES  
ACH PMT NO. - 80052472

50.10

VERIZON WIRELESS BELLEVUE

CELL PHONE  
ACH PMT NO. - 80052417

55.42

VERIZON WIRELESS BELLEVUE

GRANT CASH PASS THRU ACCOUNT  
ACH PMT NO. - 80052417

55.42-

-----  
0.00 TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND

1380 - TRAFFIC CALMING MEASURES  
-----

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80052489  
126.61

CAMERON-REILLY LLC CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052491  
6,145.56

-----  
6,272.17 TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

1400 - PARKS AND RECREATION FUND  
-----

CDW GOVERNMENT INC MINOR EQUIPMENT  
ACH PMT NO. - 80052373  
166.76

DISABILITY MANAGEMENT & PROFESSIONAL SERVICES  
CONSULTING INC CHECK NO. - 00551173  
291.72

FIREPOWER INC ALARM/SECURITY SERVICES  
ACH PMT NO. - 80052579  
407.71

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188  
4,072.25

OCCUPATIONAL MEDICINE MEDICAL SERVICES  
ASSOCIATES PS ACH PMT NO. - 80052400  
4,071.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
34,705.86

-----  
43,715.30 TOTAL FOR 1400 - PARKS AND RECREATION FUND

1450 - UNDER FREEWAY PARKING FUND  
-----

AVISTA CORPORATION UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80052368  
2,046.48

SPOKANE COUNTY TREASURER CONTRACTUAL SERVICES

4,501.31

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND

6,547.79

1460 - PARKING METER REVENUE FUND

DOWNTOWN SPOKANE PARTNERSHIP CONTRACTUAL SERVICES  
ACH PMT NO. - 80052504

31,186.50

FIREPOWER INC ALARM/SECURITY SERVICES  
ACH PMT NO. - 80052579

332.71

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188

484.06

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204

2,132.34

-----

TOTAL FOR 1460 - PARKING METER REVENUE FUND

34,135.61

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188

100.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204

292.25

-----

TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS

392.25

1560 - FORFEITURES & CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN CONFIDENTIAL FUNDS  
CRAIG MEIDL TRUSTEE CHECK NO. - 00551201

14,240.00

SPOKANE COUNTY SUPERIOR COURT      LEGAL SERVICES  
CHECK NO. - 00551200

984.00

-----  
-----  
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND  
15,224.00

1590 - HOTEL/MOTEL TAX FUND  
-----

SPOKANE PUBLIC FACILITIES      IG PAYMENT FROM FED/STATE/LOCL  
DISTRICT                              ACH PMT NO. - 80052411  
353,818.37

-----  
-----  
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND  
353,818.37

1620 - PUBLIC SAFETY & JUDICIAL GRANT  
-----

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00551188  
678.42

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )              CHECK NO. - 00551204  
188.25

WASHINGTON LEOFF                      PENSION LEOFF II  
DEPT OF RETIREMENT SYSTEMS      CHECK NO. - 00551210  
1,358.10

-----  
-----  
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT  
2,224.77

1630 - COMBINED COMMUNICATIONS CENTER  
-----

CENTURYLINK                              TELEPHONE  
CHECK NO. - 00551002  
251.96

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00551188  
1,448.60

ING LIFE INSURANCE & ANNUITY      DEFERRED COMPENSATION-MATCHING

1,201.68	OR CITY OF SPOKANE TREASURER	CHECK NO. - 00551191
2,781.48	SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80052355
4,948.15	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
1,281.36	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00551210

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11,913.23

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

1640 - COMMUNICATIONS BLDG M&O FUND

4,323.03	CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80052498
2,035.00	ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052506
91.61	FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80052383
560.30	FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80052511
5,089.12	VERTIV SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052505

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-----

12,099.06

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

1680 - CD/HS OPERATIONS

675.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00551204  
3,277.87

-----  
TOTAL FOR 1680 - CD/HS OPERATIONS  
3,952.87

1940 - CHANNEL FIVE EQUIPMENT RESERVE  
-----

DEAN W PEARCY MINOR EQUIPMENT  
ACH PMT NO. - 80052426  
96.83

-----  
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE  
96.83

1970 - FIRE/EMS FUND  
-----

ACRANET CBS BRANCH/DIV OF BACKGROUND CHECKS  
CBS REPORTING INC ACH PMT NO. - 80052484  
128.00

AIR EXCHANGE INC REPAIR & MAINTENANCE SUPPLIES  
ACH PMT NO. - 80052362  
11,095.42

ALEXANDER KAMPS PER DIEM  
ACH PMT NO. - 80052474  
224.00

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES  
ACH PMT NO. - 80052363  
223.84

ANDREW JOHNSON PER DIEM  
ACH PMT NO. - 80052473  
224.00

AUTO-RAIN SUPPLY INC REPAIR & MAINTENANCE SUPPLIES  
ACH PMT NO. - 80052367  
25.21

BENJAMIN OLBERDING PER DIEM  
ACH PMT NO. - 80052477  
224.00

BRIDGESTONE AMERICAS INC VEHICLE REPAIR & MAINT SUPPLY  
dba GCR TIRES & SERVICE ACH PMT NO. - 80052370  
1,104.04

BRIDGESTONE AMERICAS INC VEHICLE REPAIRS/MAINT  
dba GCR TIRES & SERVICE ACH PMT NO. - 80052370  
391.67

CALVIN LINDSAY PER DIEM



292.00		ACH PMT NO. - 80052448	
	CENTURYLINK	TELEPHONE	
534.45		CHECK NO. - 00551002	
	CHRISTOPHER ROGERS	PER DIEM	
224.00		ACH PMT NO. - 80052480	
	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
4,527.19		ACH PMT NO. - 80052375	
	CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
1,905.10		ACH PMT NO. - 80052498	
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
	CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES	
68.94		ACH PMT NO. - 80052498	
	DAVID CLARK COMPANY INC	VEHICLE REPAIRS/MAINT	
310.75		ACH PMT NO. - 80052380	
	DEAN CARR	PER DIEM	
224.00		ACH PMT NO. - 80052465	
	DEVIN HAEFER	PER DIEM	
224.00		ACH PMT NO. - 80052554	
	DEVON GUSTAFSON	PER DIEM	
224.00		ACH PMT NO. - 80052469	
	ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
2,340.00		ACH PMT NO. - 80052506	
	FASTENAL CO	OPERATING SUPPLIES	
1,619.45		ACH PMT NO. - 80052383	
	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
431.47		ACH PMT NO. - 80052383	
	FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT	
1,467.72		ACH PMT NO. - 80052511	

2,004.97	GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052580
21.72	HARRY G LOCHRIDGE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052425
10,301.39	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
41,576.95	ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551191
224.00	JEFF HANSEN	PER DIEM ACH PMT NO. - 80052442
265.00	JOSEPH DANON	TUITION REIMBURSEMENT ACH PMT NO. - 80052439
374.83	L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80052395
122.13	MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80052397
224.00	NATHAN ROGERS	PER DIEM ACH PMT NO. - 80052481
380.80	NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00551211
87.04	NATIONSERVE OVERHEAD DOOR CORPORATION	PERMITS/OTHER FEES CHECK NO. - 00551211

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

500.48	NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00551211
445.00	OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80052400
	PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY

482.80		ACH PMT NO. - 80052403
	PAUL S PETERSON	AIRFARE
25.00		ACH PMT NO. - 80052479
	PAUL S PETERSON	OTHER TRANSPORTATION EXPENSES
52.00		ACH PMT NO. - 80052479
	PAUL S PETERSON	PER DIEM
370.04		ACH PMT NO. - 80052479
	ROBERT S NIXON	PER DIEM
224.00		ACH PMT NO. - 80052476
	SACRED HEART ENGINEERING SERVICES/SACRED HEART MED CTR	EQUIPMENT REPAIRS/MAINTENANCE
439.02		ACH PMT NO. - 80052406
	SETH CLARK	PER DIEM
224.00		ACH PMT NO. - 80052466
	SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY
3,627.53		CHECK NO. - 00551009
	THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS
715.90		CHECK NO. - 00551174
	UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	EQUIPMENT REPAIRS/MAINTENANCE
114.24		ACH PMT NO. - 80052416
	UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	VEHICLE REPAIR & MAINT SUPPLY
119.68		ACH PMT NO. - 80052416
	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY
24,700.42		CHECK NO. - 00551204
	WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT
27.35		-
	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I
0.00		CHECK NO. - 00551210
	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II
153,071.74		CHECK NO. - 00551210
	WESTERN FIRE CHIEFS ASSOC FIRE SERVICE BOOKSTORE	REGISTRATION/SCHOOLING
1,100.00		CHECK NO. - 00551018

WESTERN PETERBILT LLC

VEHICLE REPAIR & MAINT SUPPLY  
ACH PMT NO. - 80052420

307.71

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TOTAL FOR 1970 - FIRE/EMS FUND

270,162.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1990 - TRANSPORTATION BENEFIT FUND

-----

AVISTA CORPORATION

PROFESSIONAL SERVICES  
ACH PMT NO. - 80052368

6,000.00

BUDINGER & ASSOCIATES INC

ENGINEERING SERVICES  
ACH PMT NO. - 80052371

3,906.83

-----

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

9,906.83

3200 - ARTERIAL STREET FUND

-----

BUDINGER & ASSOCIATES INC

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052371

5,118.00

CAMERON-REILLY LLC

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052491

3,141.52

GARCO CONSTRUCTION INC

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052513

273,378.19

GEO ENGINEERS INC

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052440

690.00

HISTORICAL RESEARCH ASSOCIATES

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052391

603.28

L & L CARGILE INC

CONSTRUCTION OF FIXED ASSETS  
ACH PMT NO. - 80052519

608,052.12

ROGUE HEART MEDIA INC

PROFESSIONAL SERVICES



25,942.49		ACH PMT NO. - 80052509
	HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES
541.48		ACH PMT NO. - 80052390
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
7,885.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
	JASON GOLONKA	REFUNDS
99.31	813 MADELEINE CT	CHECK NO. - 00551052
	KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER
7,416.63		CHECK NO. - 00551005
	LAWRENCE E SMITH, PR	REFUNDS
337.87	16174 CARRS LANDING RD	CHECK NO. - 00551054
	NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER
49,244.23		ACH PMT NO. - 80052398
	NORCO INC	REPAIR & MAINTENANCE SUPPLIES
23.50		ACH PMT NO. - 80052399
	NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES
171.25	DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80052364
	OCCUPATIONAL MEDICINE	MEDICAL SERVICES
428.00	ASSOCIATES PS	ACH PMT NO. - 80052400
	OXARC INC	OPERATING SUPPLIES
32.64		ACH PMT NO. - 80052402
	QLT CONSUMER LEASE SERVICES	TELEPHONE
14.92	INC	CHECK NO. - 00551008
	RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES
881.28		ACH PMT NO. - 80052532
	REXEL INC	REPAIR & MAINTENANCE SUPPLIES
1,836.62	DBA PLATT ELECTRIC SUPPLY	ACH PMT NO. - 80052404
	SPOKANE CITY TREASURER	DEPOSIT - U-HELP
205.50		CHECK NO. - 00551010
	SPOKANE CITY TREASURER	OTHER MISC CHARGES
896.85		CHECK NO. - 00551010

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

285.00	SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00551079
4,011.91	SPOKANE QUICK LUBE C/O ERIC PAZ	REFUNDS CHECK NO. - 00551038
31,171.88	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
10.75	WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00551017
204.00	WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00551017
1,370.88	WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00551019
62.12	WINDERMERE RELOCATION 25 W CATALDO	REFUNDS CHECK NO. - 00551053
-----		-----
437,363.88	TOTAL FOR 4100 - WATER DIVISION	

4250 - INTEGRATED CAPITAL MANAGEMENT

7,384.00	AHBL INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052486
2,520.88	BERKLEY SURETY GROUP	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00551172
3,135.10	BERNARDO-WILLS ARCHITECTS PC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052430
933.87	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052371
	COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS

455.59	DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80052379
3,410.32	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80052381
74.84	DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80052381
414,946.79	HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052514
800.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
214,162.96	KIEWIT INFRASTRUCTURE WEST CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052446
7,120.00	LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052520

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2,728.75	PMWEB INC	CAPITALIZED SOFTWARE ACH PMT NO. - 80052529
134,800.48	T LARIVIERE EQUIPMENT & EXCAVATION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052542
3,226.21	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
795,699.79 TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT

4310 - SEWER MAINTENANCE DIVISION

527.37	ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052361
1,498.91	ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052363



166.48	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052489
10.11	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052369
2,480.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
195.00	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80052364
65.00	OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80052400
2,609.65	PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551206
896.86	SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00551010
26.42	STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80052413
508.85	STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES CHECK NO. - 00551012
8,165.57	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
838.85	WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00551019
451.63	ZIEGLER LUMBER COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00551020

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TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION  
18,440.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4320 - RIVERSIDE PARK RECLAMATION FAC

	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052569
1,105.21		
	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80052381
1,486.02		
	EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80052577
1,419.50		
	HDR ENGINEERING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80052583
12,994.41		
	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
5,940.00		
	MAINTENANCE CONNECTION INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80052521
5,748.85		
	OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80052400
272.50		
	POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80052530
1,463.36		
	POWERCOM. INC	IT/DATA SERVICES ACH PMT NO. - 80052595
1,088.00		
	SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80052409
809.20		
	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
24,912.36		
	WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -
505.90		

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57,745.31 TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC

4330 - STORMWATER

	ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052363
1,725.88		

1,255.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
119.26	NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00551006
4,070.33	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
-----	TOTAL FOR 4330 - STORMWATER	
7,170.47		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4340 - WATER/WW REVENUE BOND FUND

6,403.60	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052371
3,705,015.93	MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052524
-----	TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND	
3,711,419.53		

4360 - ENVIRONMENTAL PROGRAMS

591.84	DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80052381
225.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
723.58	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
-----	TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	
1,540.42		

4480 - SOLID WASTE FUND

-----  
BUILD SMART NW INC REFUNDS  
PO BOX 28036 CHECK NO. - 00551036  
500.00

-----  
TOTAL FOR 4480 - SOLID WASTE FUND  
500.00

4490 - SOLID WASTE DISPOSAL

-----  
ABB INC SOFTWARE (NONCAPITALIZED)  
ACH PMT NO. - 80052483  
6,262.00  
  
AVISTA UTILITIES UTILITY NATURAL GAS  
ACH PMT NO. - 80052489  
1,912.40  
  
BRANDSAFWAY SERVICES INC EQUIPMENT REPAIRS/MAINTENANCE  
ACH PMT NO. - 80052535  
983.44  
  
CH2M HILL CONTRACTUAL SERVICES  
ACH PMT NO. - 80052567  
5,308.59  
  
COFFMAN ENGINEERS INC BUILDING IMPROVEMENTS  
ACH PMT NO. - 80052495  
6,416.10  
  
COPIERS NORTHWEST INC CONTRACTUAL SERVICES  
ACH PMT NO. - 80052499  
329.70  
  
COPIERS NORTHWEST INC OPERATING RENTALS/LEASES  
ACH PMT NO. - 80052499  
715.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DICK IRVIN INC. CONTRACTUAL SERVICES  
ACH PMT NO. - 80052572  
4,345.93  
  
DIVCO INC EQUIPMENT REPAIRS/MAINTENANCE  
ACH PMT NO. - 80052503  
1,883.71  
  
FELTON FIRE SERVICE LLC EQUIPMENT REPAIRS/MAINTENANCE  
ACH PMT NO. - 80052508  
1,041.65

HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE
3,367.14	ACH PMT NO. - 80052584
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
3,550.00	% FIRST NATIONAL BANK OF MD CHECK NO. - 00551188
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE
69,446.48	ACH PMT NO. - 80052517
KONECRANES INC	EQUIPMENT REPAIRS/MAINTENANCE
19,757.12	ACH PMT NO. - 80052518
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES
6,250.00	ACH PMT NO. - 80052522
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE
7,655.66	ACH PMT NO. - 80052527
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES
577,712.62	ACH PMT NO. - 80052533
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES
6,298.63	ACH PMT NO. - 80052602
SPOKANE PRO CARE INC	MISC REPAIRS/MAINTENANCE
59.84	ACH PMT NO. - 80052540
UNITEC DORSH LLC	EQUIPMENT REPAIRS/MAINTENANCE
2,195.04	C/O UNITEC CORPORATION ACH PMT NO. - 80052546
US BANK OR CITY TREASURER	SOCIAL SECURITY
19,999.52	EMP BENEFITS ( CITY ) CHECK NO. - 00551204
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES
52.00	ACH PMT NO. - 80052418

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TOTAL FOR 4490 - SOLID WASTE DISPOSAL

745,542.98

4500 - SOLID WASTE COLLECTION

-----

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
1,482.57	ACH PMT NO. - 80052369
AVISTA UTILITIES	UTILITY NATURAL GAS

364.28 ACH PMT NO. - 80052369  
 CINTAS CORPORATION NO 3 LAUNDRY/JANITORIAL SERVICES  
 LOC 606 ACH PMT NO. - 80052374  
 16,049.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

470.00	DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80052381
690.63	FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80052579
4,740.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
7.00	JAMES H TIEKEN	PARKING/TOLLS (LOCAL) CHECK NO. - 00551081
231.00	OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80052400
88.67	ROBERT L KAATZ	CLOTHING CHECK NO. - 00551033
896.86	SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00551010
21,027.91	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
 46,048.07 TOTAL FOR 4500 - SOLID WASTE COLLECTION

4600 - GOLF FUND

385.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
4,815.28	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----

TOTAL FOR 4600 - GOLF FUND

5,200.28

4700 - DEVELOPMENT SVCS CENTER

-----

30.00	ADT LLC 16810 E EUCLID AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551042
15.00	AIR CONTROL HEATING & ELECTRIC 7203 E NORA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551043
40.00	CROWN HOME SERVICES 3451 W INDUSTRIAL LOOP	PERMIT REFUNDS PAYABLE CHECK NO. - 00551035
101.48	DONNA K DEBIT	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80052467
2,551.50	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
30.00	STURM HEATING INC 1112 N NELSON ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00551040
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
35.00	TEMP RIGHT SERVICE INC DBA KTU OF SPOKANE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551055
15.00	TRADEMARK MECHANICAL 10014 N GOVERNMENT WAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00551044
10,446.85	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
20,943.00	WA STATE DEPT OF REVENUE AGO REVENUE & FINANCE DIVISION	OTHER MISC CHARGES CHECK NO. - 00551229
7,259.71	WA STATE DEPT OF REVENUE AGO REVENUE & FINANCE DIVISION	PENALTIES CHECK NO. - 00551229

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TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

41,467.54

5100 - FLEET SERVICES FUND

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AVISTA UTILITIES

COMPRESSED NATURAL GAS FUEL  
ACH PMT NO. - 80052369

14,957.61

AVISTA UTILITIES

UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80052369

4,156.32

AVISTA UTILITIES

UTILITY NATURAL GAS  
ACH PMT NO. - 80052369

50.87

CITY SERVICE VALCON LLC

MOTOR FUEL-OUTSIDE VENDOR  
ACH PMT NO. - 80052375

13,575.42

DEVRIES INFORMATION MANAGEMENT

MISC SERVICES/CHARGES  
ACH PMT NO. - 80052382

3.51

FIREPOWER INC

ALARM/SECURITY SERVICES  
ACH PMT NO. - 80052579

375.64

ICMA RETIREMENT TRUST 457  
% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING  
CHECK NO. - 00551188

1,835.00

OCCUPATIONAL MEDICINE  
ASSOCIATES PS

MEDICAL SERVICES  
ACH PMT NO. - 80052400

107.25

RICHARD GARRINGER

PERMITS/OTHER FEES  
CHECK NO. - 00551032

102.00

US BANK OR CITY TREASURER  
EMP BENEFITS ( CITY )

SOCIAL SECURITY  
CHECK NO. - 00551204

7,375.65

WINGFOOT COMMERCIAL TIRE  
SYSTEMS LLC DBA GOODYEAR TIRE

VEHICLE REPAIR & MAINT SUPPLY  
ACH PMT NO. - 80052423

4,840.82

-----

TOTAL FOR 5100 - FLEET SERVICES FUND

47,380.09

5200 - PUBLIC WORKS AND UTILITIES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
880.00	

US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS ( CITY )	CHECK NO. - 00551204
3,878.28	

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TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

4,758.28

5300 - IT FUND

ACCELA INC	SOFTWARE MAINTENANCE
	ACH PMT NO. - 80052557
178,453.79	

ADAGER	SOFTWARE MAINTENANCE
	ACH PMT NO. - 80052485
3,170.00	

AT&T MOBILITY	CELL PHONE
	CHECK NO. - 00551001
69.80	

CAMTEK INC	SOFTWARE (NONCAPITALIZED)
	ACH PMT NO. - 80052492
544.00	

CENTURYLINK	TELEPHONE
	CHECK NO. - 00551027
4,346.27	

COMPUNET INC	ADVISORY TECHNICAL SERVICE
	ACH PMT NO. - 80052496
1,000.00	

DELL MARKETING LP	MINOR EQUIPMENT
%DELL USA LP	ACH PMT NO. - 80052381
282.66	

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES
	ACH PMT NO. - 80052382
4.48	

FIREPOWER INC	ALARM/SECURITY SERVICES
	ACH PMT NO. - 80052579
3,133.22	

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
2,861.00	

647.50	NORTHWEST VITAL RECORDS CENTER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80052593
60,787.00	NUVODIA LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80052594
52,343.17	ORACLE AMERICA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80052526
2,384.16	PITNEY BOWES	SOFTWARE MAINTENANCE CHECK NO. - 00551007
16,037.09	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
57.86	VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80052417

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

278.96	WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -
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326,400.96 TOTAL FOR 5300 - IT FUND

5310 - IT CAPITAL REPLACEMENT FUND

912.91	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80052381
--------	-----------------------------------	-------------------------------------

-----

912.91 TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

5400 - REPROGRAPHICS FUND

1,109.65	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052378
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	DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES
--	--------------------------------	----------------------

4.48		ACH PMT NO. - 80052382
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
180.00		
	US BANK OR CITY TREASURER	SOCIAL SECURITY
	EMP BENEFITS ( CITY )	CHECK NO. - 00551204
620.66		
	WCP SOLUTIONS	OPERATING SUPPLIES
		ACH PMT NO. - 80052551
3,066.83		

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TOTAL FOR 5400 - REPROGRAPHICS FUND

4,981.62

5500 - PURCHASING & STORES FUND

	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
334.00		
	US BANK OR CITY TREASURER	SOCIAL SECURITY
	EMP BENEFITS ( CITY )	CHECK NO. - 00551204
1,189.51		

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TOTAL FOR 5500 - PURCHASING & STORES FUND

1,523.51

5600 - ACCOUNTING SERVICES

	COWLES PUBLISHING COMPANY	ADVERTISING
	DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80052379
156.18		
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00551188
2,235.77		
	US BANK OR CITY TREASURER	SOCIAL SECURITY
	EMP BENEFITS ( CITY )	CHECK NO. - 00551204
7,034.03		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

40.01	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES
		ACH PMT NO. - 80052417

-----  
9,465.99

TOTAL FOR 5600 - ACCOUNTING SERVICES

5700 - MY SPOKANE  
-----

360.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
1,982.92	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
2,342.92

TOTAL FOR 5700 - MY SPOKANE

5800 - RISK MANAGEMENT FUND  
-----

3,900.00	BICKMORE RISK SERVICES AND CONSULTING	PROFESSIONAL SERVICES ACH PMT NO. - 80052490
20.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
291,150.74	US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80052460
691.80	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
295,762.54

TOTAL FOR 5800 - RISK MANAGEMENT FUND

5810 - WORKERS' COMPENSATION FUND  
-----

3,900.00	BICKMORE RISK SERVICES AND CONSULTING	PROFESSIONAL SERVICES ACH PMT NO. - 80052490
330.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
1,249.89	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204

-----  
5,479.89

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

5820 - UNEMPLOYMENT COMPENSATION FUND  
-----

ICMA RETIREMENT TRUST 457                      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                  CHECK NO. - 00551188  
7.50

US BANK OR CITY TREASURER                      SOCIAL SECURITY  
EMP BENEFITS ( CITY )                              CHECK NO. - 00551204  
32.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

-----  
40.29                      TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

5830 - EMPLOYEES BENEFITS FUND  
-----

A W REHN & ASSOCIATES                              CONTRACTUAL SERVICES  
CHECK NO. - 00551026  
484.00

A W REHN & ASSOCIATES                              INSURANCE ADMINISTRATION  
CHECK NO. - 00551170  
948.00

ARCHBRIGHT INC    REGISTRATION/SCHOOLING  
ACH PMT NO. - 80052428  
3,045.00

ICMA RETIREMENT TRUST 457                              DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD                      CHECK NO. - 00551188  
235.00

KAISER FOUNDATION HEALTH PLAN                      INSURANCE CLAIMS  
OF WASHINGTON    ACH PMT NO. - 80052581  
140,001.93

KEPRO ACQUISITIONS, INC                              PROFESSIONAL SERVICES  
ACH PMT NO. - 80052445  
4,500.00

PREMERA BLUE CROSS OR                                      INSURANCE CLAIMS  
SPOKANE CITY TREASURER                              ACH PMT NO. - 80052452  
230,731.73

US BANK OR CITY TREASURER                              SOCIAL SECURITY

853.04	EMP BENEFITS ( CITY )	CHECK NO. - 00551204
4,103.60	WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80052614
41,051.14	WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80052614
-----		
425,953.44	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	

5900 - ASSET MANAGEMENT FUND OPS

1,134.24	AMERICAN SPRAY SERVICE INC D & C UNITED INC	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00551171
401.46	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052366
1,067.73	DESIGN SOURCE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052502
1,127.16	FIREPOWER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052510
485.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00551188
768.73	JOHNSON CONTROLS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80052586

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1,931.21	PRO MECHANICAL SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052531
2,169.27	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00551204
112.37	WA STATE DEPT OF SERVICES FOR THE BLIND/BUSINESS ENTERPRISE	OTHER MISC CHARGES CHECK NO. - 00551177

-----  
9,197.17

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

5901 - ASSET MANAGEMENT FUND CAPITAL  
-----

BRIDGESTONE AMERICAS INC           VEHICLES  
dba GCR TIRES & SERVICE           ACH PMT NO. - 80052370  
55.49

HUGHES FIRE EQUIPMENT INC        VEHICLES  
  ACH PMT NO. - 80052392  
1,140,225.00

-----  
1,140,280.49

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

6100 - RETIREMENT  
-----

ICMA RETIREMENT TRUST 457       DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD    CHECK NO. - 00551188  
260.00

PHILLIP TENCICK                   AIRFARE  
  ACH PMT NO. - 80052482  
287.80

PHILLIP TENCICK                   LODGING  
  ACH PMT NO. - 80052482  
1,107.58

PHILLIP TENCICK                   OTHER TRANSPORTATION EXPENSES  
  ACH PMT NO. - 80052482  
257.55

PHILLIP TENCICK                   PER DIEM  
  ACH PMT NO. - 80052482  
252.00

US BANK OR CITY TREASURER       SOCIAL SECURITY  
EMP BENEFITS ( CITY )           CHECK NO. - 00551204  
789.23

-----  
2,954.16

TOTAL FOR 6100 - RETIREMENT

6200 - FIREFIGHTERS' PENSION FUND  
-----

PREMERA BLUE CROSS OR           SERVICE REIMBURSEMENT  
SPOKANE CITY TREASURER        ACH PMT NO. - 80052452  
2,722.63

-----  
2,722.63

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

6300 - POLICE PENSION  
-----

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4,928.89

PREMERA BLUE CROSS OR SERVICE REIMBURSEMENT  
SPOKANE CITY TREASURER ACH PMT NO. - 80052452

-----  
4,928.89

TOTAL FOR 6300 - POLICE PENSION

6920 - CLAIMS CLEARING FUND  
-----

532.44

LIAM KELLY ACCOUNTS PAYABLE  
CHECK NO. - 00550999

-----  
532.44

TOTAL FOR 6920 - CLAIMS CLEARING FUND

6960 - SALARY CLEARING FUND NEW  
-----

4,718.99

A W REHN & ASSOCIATES INC OR AW REHN-SEC 125 DEPENDENT CARE  
SPOKANE CITY TREASURER ACH PMT NO. - 80052555

9,513.11

A W REHN & ASSOCIATES INC OR AW REHN-SEC 125 HEALTH  
SPOKANE CITY TREASURER ACH PMT NO. - 80052555

25,974.90

AFLAC/AMERICAN FAMILY LIFE AFLAC  
ASSURANCE CO OF COLUMBUS ACH PMT NO. - 80052558

810.50

CALIFORNIA STATE DISBURSEMENT CA STATE DISBURSEMENT UNIT  
UNIT CHECK NO. - 00551181

279.50

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT SERVICE  
IDAHO CHILD SUPPORT RECEIPTING CHECK NO. - 00551180

DANIEL H BRUNNER, TRUSTEE DANIEL H BRUNNER, TRUSTEE



1,511.54	CHAPTER 13 TRUSTEE	CHECK NO. - 00551182
120.00	DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80052573
22.50	EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80052574
216.94	EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00551184
507.67	FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00551185
810.50	HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00551187
263,494.95	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00551188
9,816.47	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00551188
68,729.02	ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00551189
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
37.50	IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00551190
67,346.05	ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00551191
1,046.23	JUNE WALLACE	JUNE WALLACE CHECK NO. - 00551209
42.00	LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80052589
2,685.31	M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80052590

277.34	NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00551193
273.50	OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00551194
15.35	PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00551195
604.00	POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80052582
467.08	PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00551196
49,695.00	SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80052564
2,522.08	SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80052564
2,351.80	SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80052565
870.00	SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80052598
3,452.50	SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80052599
550.44	SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL CHECK NO. - 00551202
27,503.14	SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80052601
105.00	SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80052600
380.00	SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80052605
296.00	SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80052606

HONORABLE MAYOR

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

13,357.00	STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80052604
258.00	STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80052604
2,960.65	STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80052604
257.50	SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00551183
12.50	UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00551203
1,448.00	UNITED WAY	UNITED WAY ACH PMT NO. - 80052610
275,694.78	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00551204
715,661.97	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00551204
105,738.07	US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00551204
1,258.50	WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00551205
28,327.03	WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80052613
16,297.11	WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00551208
490,435.61	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00551210
924.50	WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00551212

WSCCCE, AFSCME, AFL-CIO

WSCCCE AFSCME AFL CIO  
CHECK NO. - 00551213

328.20

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TOTAL FOR 6960 - SALARY CLEARING FUND NEW

2,200,006.33

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TOTAL CLAIMS

13,126,065.59

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
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	USE TAX AMOUNTS	812.21	23.78	
00550999	LIAM KELLY	532.44		
00551000	CENTURYLINK			
	106.41			
00551001	AT&T MOBILITY	69.80		
00551002	CENTURYLINK	1,487.40		
00551003	COMCAST	106.17		
00551004	EASTERN WASHINGTON ATTORNEY	50.00		
00551005	KELLER SUPPLY COMPANY	7,416.63		
00551006	NORTH SPOKANE IRRIGATION	119.26		
00551007	PITNEY BOWES	2,384.16		
00551008	QLT CONSUMER LEASE SERVICES	14.92		
00551009	SIX ROBBLEES INC	3,627.53		
00551010	SPOKANE CITY TREASURER	2,896.07		
00551011	SPRINT SOLUTIONS INC	455.64		
00551012	STELLAR INDUSTRIAL SUPPLY IN	508.85		
00551013	T-MOBILE	20.36		
00551014	T-MOBILE	60.66		
00551015	T-MOBILE	221.63		
00551016	T-MOBILE	106.20		
00551017	WATER DEPARTMENT	214.75		
00551018	WESTERN FIRE CHIEFS ASSOC	1,100.00		
00551019	WHITE BLOCK COMPANY INC	2,209.73		
00551020	ZIEGLER LUMBER COMPANY	451.63		
00551021	CONTRACTORS NORTHWEST INC			
	46,913.57			
00551022	THE FA BARTLETT TREE EXPERT			
	1,077.12			
00551023	GIBSON'S NURSERY & LANDSCAPE			
	161.84			
00551024	LAND EXPRESSIONS LLC			
	691.86			
00551025	WILLIAMS INLAND DISTRIBUTORS			
	933.03			
00551026	A W REHN & ASSOCIATES	484.00		
00551027	CENTURYLINK	4,346.27		
00551028	DAVID CONDON	252.00		
00551029	LYNDA S EARLS	27.90		
00551030	RAADEL ELLISON	176.00		
00551031	GARY ERNSDORFF	478.40		
00551032	RICHARD GARRINGER	102.00		
00551033	ROBERT L KAATZ	88.67		
00551034	PARAS HOMES LLC	1,215.00		
00551035	CROWN HOME SERVICES	40.00		
00551036	BUILD SMART NW INC	500.00		
00551037	SPOKANE QUICK LUBE	1,045.04		
00551038	SPOKANE QUICK LUBE	2,966.87		
00551039	STURM HEATING INC	15.00		
00551040	STURM HEATING INC	15.00		
00551041	ADT LLC	15.00		
00551042	ADT LLC	15.00		
00551043	AIR CONTROL HEATING & ELECTR	15.00		
00551044	TRADEMARK MECHANICAL	15.00		
00551045	ERIC ANTHONY FAUX	25.00		

00551046	COREY WALKER	55.00
00551047	MICHELLE JENNER	20.00
00551048	ATSPS/BUDGET PROCESSING	35.00
00551049	ANDREA POPLAWSKI	15.00
00551050	VALLEY EMPIRE COLLECTION	12.84

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00551051	VALLEY EMPIRE COLLECTION	25.00		
00551052	JASON GOLONKA	99.31		
00551053	WINDERMERE RELOCATION	62.12		
00551054	LAWRENCE E SMITH, PR	337.87		
00551055	TEMP RIGHT SERVICE INC	35.00		
00551056	VALLEY EMPIRE COLLECTIONS	312.32		
00551057	JAN WENDT	25.00		
00551058	ANGLES BAIL BONDS	500.00		
00551059	REBECCA BAERMAN	136.00		
00551060	MCKENNA JONES	259.00		
00551061	PAR ACCEPTANCE	25.00		
00551062	KARY HIATT	20.00		
00551063	RICHARD TERZIEFF	20.00		
00551064	LEONARD G FOWLER	113.00		
00551065	P.L.H., LLC	393.00		
00551066	CENEX ZIP TRIP	20.00		
00551067	PAMALYNN BRAULT	20.00		
00551068	THE MEN'S WEARHOUSE INC	672.38		
00551069	LOUIS MEULER	101.48		
00551070	TINA LUERSSEN	74.00		
00551071	GRETCHEN CHOMAS	225.11		
00551072	SABRINA LEA CHINE	13.16		
00551073	ASHLEY DINWIDDIE	41.39		
00551074	JOSEPH TATRO	16.54		
00551075	DJENNET MAMETNAZAROVA	10.76		
00551076	MARIA BEGLEY	19.70		
00551077	CAMBRIA RAVSTEN	27.90		
00551078	MICHAEL REINKEN	176.00		
00551079	SPOKANE CITY TREASURER	285.00		
00551080	BEN STUCKART	881.97		
00551081	JAMES H TIEKEN	7.00		
00551082	CENTER POINT PUBLISHING INC		270.24	
00551083	LIBRARY IDEAS LLC		31,800.00	
00551084	WILLIAMS INLAND DISTRIBUTORS			
	499.10			
00551170	A W REHN & ASSOCIATES	948.00		
00551171	AMERICAN SPRAY SERVICE INC	1,134.24		
00551172	BERKLEY SURETY GROUP	2,520.88		
00551173	DISABILITY MANAGEMENT &	291.72		
00551174	THE MEN'S WEARHOUSE INC	43.52		
00551175	CODY POOLE	95.00		
00551176	GARY SIMPSON	294.00		
00551177	WA STATE DEPT OF SERVICES FO	112.37		

00551178	THE PEPSI BOTTLING GROUP	
	7,706.92	
00551180	CHILD SUPPORT SERVICES	279.50
00551181	CALIFORNIA STATE DISBURSEMEN	810.50
00551182	DANIEL H BRUNNER, TRUSTEE	1,511.54
00551183	SUPPORT PAYMENT CLEARINGHOUS	257.50
00551184	EMPLOYMENT SECURITY DEPT	216.94
00551185	FAMILY SUPPORT REGISTRY	507.67
00551186	NICHOLAS HEYWOOD	75.00
00551187	HUMAN RESOURCES	810.50
00551188	ICMA RETIREMENT TRUST 457	424,024.09
00551189	ICMA RETIREMENT TRUST 457 LO	68,729.02

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00551190	IDAHO STATE TAX COMMISSION	37.50		
00551191	ING LIFE INSURANCE & ANNUITY	110,124.68		
00551193	NEW JERSEY SUPPORT PAYMENT	277.34		
00551194	OFFICE OF THE ATTORNEY GENER	273.50		
00551195	PEOPLE QUALIFIED COMMITTEE	15.35		
00551196	PRE-PAID LEGAL SERVICES INC	467.08		
00551197	SPOKANE COUNTY SUPERIOR COUR	246.00		
00551198	SPOKANE COUNTY SUPERIOR COUR	246.00		
00551199	SPOKANE COUNTY SUPERIOR COUR	246.00		
00551200	SPOKANE COUNTY SUPERIOR COUR	246.00		
00551201	CRAIG MEIDL OR JUSTIN LUNDGR	14,240.00		
00551202	SPOKANE POLICE GUILD FRATERN	550.44		
00551203	UNITED STATES TREASURY	12.50		
00551204	US BANK OR CITY TREASURER	1,478,527.84		
00551205	WA GET PROGRAM	1,258.50		
00551206	PRORATE AND FUEL TAX	2,609.65		
00551208	WA STATE SUPPORT REGISTRY OR	16,297.11		
00551209	JUNE WALLACE	1,046.23		
00551210	WASHINGTON LEOFF	794,785.84		
00551211	NATIONSERVE	968.32		
00551212	WESTERN STATES POLICE MEDICA	1,549.50		
00551213	WSCCCE, AFSCME, AFL-CIO	328.20		
00551214	SPOKANE PUBLIC LIBRARY IMPRE		113.63	
00551215	SPOKANE PUBLIC LIBRARY		523.75	
00551216	THE HANOVER INSURANCE GRP IN		5,039.87	
00551217	WA STATE DEPT OF REVENUE		137.29	
00551218	WASHINGTON STATE UNIVERSITY		50.00	
00551219	A TO Z RENTALS			
	1,942.71			
00551220	CENTURYLINK			
	209.48			
00551221	JENSEN DISTRIBUTION SERVICES			
	782.32			
00551222	LISA NORRIS			
	496.00			

00551223	MICHELE ANTHONY-MILLER	
150.00		
00551224	TINA BLEWETT	
98.55		
00551225	M E UPHUS CONSTRUCTION INC	
62,224.79		
00551226	WA STATE DEPT OF REVENUE	
96,984.02		
00551229	WA STATE DEPT OF REVENUE	28,202.71
80052351	ALSCO DIVISION OF ALSCO INC	
89.32		
80052352	MICHAEL GLATZMAIER	
1,500.00		
80052353	GOODWILL INDUSTRIES OF THE	
80052354	SITECRAFTING INC	
80052355	SPOKANE COUNTY TREASURER	2,781.48
80052356	SPOKANE GYMNASTICS INC	
3,037.50		
80052357	US BANK	260,266.86
80052358	VOLUNTEERS OF AMERICA OF	
80052359	WILDROSE LTD dba	
136.33		
80052360	YAYALAH ANN SENKLIP	
99.00		
80052361	ACTION MATERIALS	3,331.70
80052362	AIR EXCHANGE INC	11,095.42
80052363	ALSCO DIVISION OF ALSCO INC	3,448.63
80052364	NORTHWEST INDUSTRIAL SERVICE	366.25
80052365	ANDERSON ENVIRONMENTAL	
2,852.20		
80052366	ARAMARK UNIFORM SERVICES	401.46
80052367	AUTO-RAIN SUPPLY INC	25.21

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80052368	AVISTA CORPORATION	8,046.48		
80052369	AVISTA UTILITIES	295,731.70		
80052370	BRIDGESTONE AMERICAS INC	1,551.20		
80052371	BUDINGER & ASSOCIATES INC	16,362.30		
80052372	CCH INC DBA WOLTERS KLUWER	233.27		
80052373	CDW GOVERNMENT INC	166.76		
80052374	CINTAS CORPORATION NO 3	17,171.56		
80052375	CITY SERVICE VALCON LLC	18,102.61		
4,310.82				
80052376	CONCESSION SUPPLY/DIV OF			
127.00				
80052377	CONSOLIDATED SUPPLY CO	1,581.52		
80052378	COPIERS NORTHWEST INC	1,522.26		
80052379	COWLES PUBLISHING COMPANY	611.77		
80052380	DAVID CLARK COMPANY INC	310.75		
80052381	DELL MARKETING LP	7,450.80		



80052382	DEVRIES INFORMATION MANAGEME	70.71
80052383	FASTENAL CO	2,704.91
80052384	FIKES NORTHWEST INC/DIV OF	27.11
80052385	FROSTY ICE/DIV OF R PLUM COR	
	112.40	
80052386	GALLS LLC	820.50
80052387	GARCO CONSTRUCTION INC	
	440,868.70	
80052388	GORDON TRUCK CENTERS INC DBA	1,135.75
80052389	CORE & MAIN LP	18,012.81
80052390	HORIZON DISTRIBUTORS	541.48
80052391	HISTORICAL RESEARCH ASSOCIAT	603.28
80052392	HUGHES FIRE EQUIPMENT INC	1,140,225.00
80052393	CPM DEVELOPMENT CORP DBA	20,641.04
80052394	JRM ENTERPRISES INC	1,195.00
80052395	L N CURTIS & SONS	374.83
80052396	LSB CONSULTING ENGINEERS PLL	6,460.00
80052397	MUNICIPAL EMERGENCY SERVICES	122.13
80052398	NEPTUNE TECHNOLOGY GROUP INC	49,244.23
80052399	NORCO INC	23.50
80052400	OCCUPATIONAL MEDICINE	6,896.75
80052401	WORKSPACE DEVELOPMENT LLC	
	2,712.82	
80052402	OXARC INC	32.64
	10,241.38	
80052403	PACIFIC POWER GROUP LLC	482.80
80052404	REXEL INC	1,836.62
80052405	RAY TURF FARMS INC	571.20
80052406	SACRED HEART ENGINEERING	439.02
80052407	SAGEVIEW CONSULTING GROUP, L	6,725.00
80052408	SHAMROCK MANUFACTURING INC	80,733.69
80052409	SHI CORP	809.20
80052410	SPOKANE COUNTY FIRE DIST 10	52,756.37
80052411	SPOKANE PUBLIC FACILITIES	353,818.37
80052412	SPOKANE TOWING/DIV OF	70.72
80052413	STANDARD DIGITAL PRINT CO IN	26.42
80052414	STARPLEX CORP	10,617.95
80052415	SYSCO FOOD SERVICES INC	
	3,066.47	
80052416	UNIFIRE POWER BLOWERS INC	233.92
80052417	VERIZON WIRELESS BELLEVUE	1,697.70
80052418	WA STATE DEPT OF ECOLOGY	52.00
80052419	WCP SOLUTIONS	789.12
80052420	WESTERN PETERBILT LLC	307.71

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80052421	WESTERN STATES ASPHALT LLC	2,944.13		
80052422	WILDROSE LTD dba			
	693.92			
80052423	WINGFOOT COMMERCIAL TIRE	4,840.82		

80052424	WITTKOPF ENTERPRISES INC		
	3,650.46		
80052425	HARRY G LOCHRIDGE	21.72	
80052426	DEAN W PEARCY	96.83	
80052427	ALSCO DIVISION OF ALSCO INC		
	10.34		
80052428	ARCHBRIGHT INC	3,045.00	
80052429	BAKER & TAYLOR BOOKS		14,816.49
80052430	BERNARDO-WILLS ARCHITECTS PC	3,135.10	
80052431	JENSEN HUGHES INC	9,483.65	
80052432	CENGAGE LEARNING INC		600.10
80052433	CITY SERVICE VALCON LLC		
	1,023.45		
80052434	CONCESSION SUPPLY/DIV OF		
	260.52		
80052435	CONNELL OIL INC		
	1,207.57		
80052436	STEVE CONNER		
	10,990.00		
80052437	COPIERS NORTHWEST INC	742.59	
80052438	CREEK AT QUALCHAN GOLF COURS		
	8,365.20		
80052439	JOSEPH DANON	265.00	
80052440	GEO ENGINEERS INC	690.00	
80052441	GOLF CARS ETC/DIV OF H A V I		
	39,615.82		
80052442	JEFF HANSEN	224.00	
80052443	INGRAM LIBRARY SERVICES LLC		76.94
80052444	KANOPY INC		578.00
80052445	KEPRO ACQUISITIONS, INC	4,500.00	
80052446	KIEWIT INFRASTRUCTURE WEST C	214,162.96	
80052447	ELIZABETH A PIKE		
	210.00		
80052448	CALVIN LINDSAY	292.00	
80052449	MIDWEST TAPE		15,990.45
80052450	NAVEX GLOBAL INC	4,243.60	
80052451	OXARC INC		
	3,518.59		
80052452	PREMERA BLUE CROSS OR	238,383.25	
80052453	PROQUEST LLC		3,918.95
80052454	RECORDED BOOKS INC		1,358.60
80052455	SANDBAGGERS CLUB LLC		
	6,809.05		
80052456	STARPLEX CORP		
	2,176.00		
80052457	SYSCO FOOD SERVICES INC		
	7,886.50		
80052458	T & T GOLF MANAGEMENT INC		
	17,581.11		
80052459	UNIVERSAL PROTECTION SERVICE	180.46	
80052460	US BANK OR CITY TREASURER	291,150.74	
80052461	WESTERN EQUIPMENT DISTRIBUTO		
	10,611.80		
80052462	WESTERN PETERBILT LLC		
	722.42		
80052463	WILBUR ELLIS COMPANY		
	4,535.59		
80052464	MUBARAK ABDUR RAHEEM	126.00	
80052465	DEAN CARR	224.00	
80052466	SETH CLARK	224.00	
80052467	DONNA K DEBIT	101.48	
80052468	TERESA GOE	25.00	

80052469	DEVON GUSTAFSON	224.00
80052470	SHAUNA C HARSHMAN	202.96
80052471	AMY HARTE	65.00
80052472	MICHAEL J HUFFMAN	50.10
80052473	ANDREW JOHNSON	224.00

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80052474	ALEXANDER KAMPS	224.00		
80052475	AMY LINDSEY			
	215.82			
80052476	ROBERT S NIXON	224.00		
80052477	BENJAMIN OLBERDING	224.00		
80052478	KRISTIN O'SULLIVAN	260.00		
80052479	PAUL S PETERSON	447.04		
80052480	CHRISTOPHER ROGERS	224.00		
80052481	NATHAN ROGERS	224.00		
80052482	PHILLIP TENCICK	1,904.93		
80052483	ABB INC	6,262.00		
80052484	ACRANET CBS BRANCH/DIV OF	183.00		
80052485	ADAGER	3,170.00		
80052486	AHBL INC	7,384.00		
80052487	ARAMARK UNIFORM SERVICES	23.83		
80052488	ATLAS BOILER AND EQUIPMENT C			
	2,513.20			
80052489	AVISTA UTILITIES	4,065.41		
80052490	BICKMORE RISK SERVICES AND	7,800.00		
80052491	CAMERON-REILLY LLC	9,287.08		
80052492	CAMTEK INC	544.00		
80052493	CATHOLIC CHARITIES			
80052494	CINTAS CORPORATION NO 3	5,106.35		
80052495	COFFMAN ENGINEERS INC	6,416.10		
80052496	COMPUNET INC	1,000.00		
80052497	STEVE CONNER			
	7,658.38			
80052498	CONTROL SOLUTIONS NW INC	6,297.07		
80052499	COPIERS NORTHWEST INC	2,081.01		
80052500	COWLES PUBLISHING COMPANY	202.96		
80052501	CREEK AT QUALCHAN GOLF COURS			
	8,999.97			
80052502	DESIGN SOURCE INC	1,067.73		
80052503	DIVCO INC	1,883.71		
80052504	DOWNTOWN SPOKANE PARTNERSHIP	31,186.50		
80052505	VERTIV SERVICES INC	5,089.12		
80052506	ENVIRONMENT CONTROL OF SPOKA	4,375.00		
80052507	FASTENAL CO	159.99		
80052508	FELTN FIRE SERVICE LLC	1,041.65		
80052509	FERGUSON ENTERPRISES INC	25,942.49		
80052510	FIREPOWER INC	1,127.16		
80052511	FOUR SEASONS LANDSCAPING INC	2,028.02		
80052512	FRONTIER BEHAVIORAL HEALTH			

80052513	GARCO CONSTRUCTION INC	273,378.19
80052514	HALME CONSTRUCTION INC	414,946.79
80052515	HYDRAULICS PLUS INC	1,447.18
80052516	KING BEVERAGE INC	
	69.96	
80052517	KNIGHT CONSTRUCTION &	69,446.48
80052518	KONECRANES INC	19,757.12
80052519	L & L CARGILE INC	608,052.12
80052520	LSB CONSULTING ENGINEERS PLL	660.00
80052521	MAINTENANCE CONNECTION INC	5,748.85
80052522	MCCOY POWER CONSULTANTS INC	6,250.00
80052523	MOSS-ADAMS LLP	
80052524	MWH CONSTRUCTORS INC &	3,705,015.93
80052525	NE COMMUNITY CENTER ASSN	4,975.17
80052526	ORACLE AMERICA INC	52,343.17

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 29

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 07/23/18  
TIME: 07:58  
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
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80052527	OXARC INC	7,655.66		
80052528	PARTNERS WITH FAMILIES &			
80052529	PMWEB INC	2,728.75		
80052530	POINTE PEST CONTROL	1,463.36		
80052531	PRO MECHANICAL SERVICES INC	1,931.21		
80052532	RAY TURF FARMS INC	310.08		
80052533	REGIONAL DISPOSAL COMPANY	577,712.62		
80052534	ROGUE HEART MEDIA INC	10,676.00		
80052535	BRANDSAFWAY SERVICES INC	983.44		
80052536	SANDBAGGERS CLUB LLC			
	5,456.02			
80052537	SECOND HARVEST FOOD BANK OF			
80052538	SPOKANE NEIGHBORHOOD ACTION			
80052539	SPOKANE COUNTY TREASURER	9,002.63		
80052540	SPOKANE PRO CARE INC	59.84		
80052541	SUMMIT LAW GROUP PLLC	7,495.50		
80052542	T LARIVIERE EQUIPMENT &	134,800.48		
80052543	T & T GOLF MANAGEMENT INC			
	13,795.70			
80052544	TAX RECOVERY SERVICES LLC	232,231.06		
80052545	TRANSITIONS DBA TRANSITIONAL			
80052546	UNITEC DORSH LLC	2,195.04		
80052547	US DOSIMETRY TECHNOLOGY INC	642.66		
80052548	VERIZON WIRELESS BELLEVUE	424.27		
80052549	VIP PRODUCTION NORTHWEST INC	171.90		
80052550	VOLUNTEERS OF AMERICA OF			
80052551	WCP SOLUTIONS	2,277.71		
80052552	YFA CONNECTIONS			
80052553	YWCA			
80052554	DEVIN HAEFER	224.00		
80052555	A W REHN & ASSOCIATES INC OR	14,232.10		
80052556	ABM JANITORIAL SERVICES SOUT	972.75		
80052557	ACCELA INC	178,453.79		

80052558	AFLAC/AMERICAN FAMILY LIFE	25,974.90	
80052559	NORTHWEST INDUSTRIAL SERVICE		
	2,584.00		
80052560	ARROW CONCRETE & ASPHALT		
	41,786.47		
80052561	AVISTA UTILITIES		5,614.71
80052562	BACON CONCRETE INC		
	17,863.04		
80052563	BAKER & TAYLOR BOOKS		5,419.04
80052564	SPOKANE FIRE FIGHTERS BENEFI	52,217.08	
80052565	SPOKANE FIRE FIGHTERS BENEFI	2,351.80	
80052566	CATHOLIC CHARITIES		
80052567	CH2M HILL	5,308.59	
80052568	CONTROL SOLUTIONS NW INC		810.64
80052569	COPIERS NORTHWEST INC	1,105.21	
	9.73		
80052570	CORBIN SENIOR ACTIVITY CENTE		
80052571	DESIGNER DECAL INC		651.49
80052572	DICK IRVIN INC.	4,345.93	
80052573	DIGNITARY PROTECTION TEAM FU	120.00	
80052574	EDU MEMBERSHIP FUND	22.50	
80052575	ENVIRONMENT CONTROL OF SPOKA		
	1,350.00		
80052576	LUKE ESSER	2,500.00	
80052577	EUROFINS FRONTIER GLOBAL	1,419.50	
80052578	EXPRESS NAME TAGS & MORE, IN		20.12
80052579	FIREPOWER INC	5,380.33	136.00

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 29

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 07/23/18  
TIME: 07:58  
PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
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80052580	GORDON TRUCK CENTERS INC DBA	869.22		
80052581	KAISER FOUNDATION HEALTH PLA	140,001.93		
80052582	POLICE GUILD LEGAL DEFENSE	604.00		
80052583	HDR ENGINEERING INC	12,994.41		
80052584	HYDRAULICS PLUS INC	1,919.96		
80052585	INLAND POWER & LIGHT CO			
	164.54			
80052586	JOHNSON CONTROLS INC	1,626.95		
80052587	ERIC LEE			
	3,379.20			
80052589	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80052590	M & P ASSOCIATION	2,685.31		
80052591	MCKINSTRY CO LLC		1,441.51	
80052592	NORTHEAST YOUTH CENTER			
80052593	NORTHWEST VITAL RECORDS	647.50		
80052594	NUVODIA LLC	60,787.00		
80052595	POWERCOM.INC	1,088.00		
80052596	JOSEPH J ROISE		63.23	
80052597	SINTO SENIOR CENTER			
80052598	SPOKANE POLICE BENEFIT ASSOC	870.00		
80052599	SPOKANE POLICE CHAPLAIN	3,452.50		

80052600 SPOKANE POLICE K-9 MEMBERSHI	105.00	
80052601 SPOKANE POLICE GUILD LONG	27,503.14	
80052602 SPOKANE COUNTY TREASURER	1,797.31	
80052603 SPOKANE HOUSING AUTHORITY		
80052604 STANDARD INSURANCE COMPANY	16,575.65	
80052605 SPOKANE POLICE SWAT TEAM	380.00	
80052606 SPOKANE POLICE TACTICAL TEAM	296.00	
80052607 LARRY TANGEN	607.75	
80052608 THOMSON WEST	872.17	
80052609 CHESTER JOHN CASKEY		
1,833.00		
80052610 UNITED WAY	1,448.00	
80052611 US BANK TRUST NA		
80052612 VERIZON WIRELESS BELLEVUE		351.03
80052613 WA ST COUNCIL OF CITY & COUN	28,327.03	
80052614 WASHINGTON DENTAL SERVICE OR	45,154.74	
80052615 WILBUR ELLIS COMPANY		
4.00		
80052616 WILDROSE LTD dba		
439.17		
80052617 XO COMMUNICATIONS INC		895.05
69.37		
80052618 YOGAJJOY NORTH LLC		
120.00		
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	13,126,065.59	90,700.91
918,311.57		
=====		
		CITYWIDE TOTAL:
15,422,411.51		

## MINUTES OF SPOKANE CITY COUNCIL

Monday, July 16, 2018

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

#### Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Mumm arrived after roll call at 3:31 p.m.

City Administrator Theresa Sanders, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

#### Advance Agenda Review

The City Council received an overview from staff on the July 23, 2018, Advance Agenda items.

#### Final Reading Ordinance C35634

**Motion** by Council Member Stratton, seconded by Council Member Mumm, **to defer** Final Reading Ordinance C35634 (relating to budget controls) another two weeks (to August 13, 2018); **carried unanimously**. (Note: A two-week deferral falls on August 6, 2018; however, the August 6 City Council meeting is canceled.)

#### Action to Approve July 23, 2018, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the July 23, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Stratton, **to approve** the Advance Agenda for Monday, July 23, 2018, (as amended); **carried unanimously**.

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council considered the July 16, 2018, Current Consent Agenda items.

Personal Service Agreements with QUINN (OPR 2017-0172 / RFP 4229-18) and Treatment (OPR 2018-0448 / RFP 4229-18)

**Motion** by Council Member Fagan, seconded by Council Member Mumm **to suspend** the Council Rules; **carried unanimously.**

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to add** OPR 2017-0172 (Personal Service Agreement with QUINN) and OPR 2018-0448 (Personal Service Agreement with Treatment) to the July 16 Current Consent Agenda; **carried unanimously.**

## **CONSENT AGENDA**

**Upon motion by Council Member Fagan, seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following:**

Increase Value Blanket with Hitachi Zosen (Norcross, GA) for purchase of feeder and grate parts for the Waste to Energy Plant—increase of \$180,000 for a total of \$700,315. (OPR 2016-0816 / RFB 4292-16)

Consultant Agreement with DCI Engineers (Spokane, WA) for real estate right-of-way acquisition and relocation services—not to exceed \$250,000. (Various Neighborhoods.) (OPR 2018-0422 / RFP 4436-18)

Joint City/County Grant Award, CFDA 16.738, from Department of Justice—\$78,921.15 (City) and \$64,571.85 (County) for a total award of \$143,493. (OPR 2018-0423)

Contract Renewals for Washington State legislative lobbying services with:

- a. Luke Esser (Bellevue, WA)—not to exceed \$60,000. (OPR 2016-0743)
- b. Nick Federici (Tacoma, WA)—not to exceed \$60,000. (OPR 2016-1040)

Authorization to increase the administrative reserve on the Contract with Clearwater Construction Management, for I-03 Control Facility (TJ Meenach CSO—increase of \$260,000 (plus tax) for a total administrative reserve of \$1,059,483.10. (PRO 2017-0013 / ENG 2013214)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 6, 2018, total \$6,819,543.27 (Check Nos. 550544-550725; ACH Payment Nos. 51924-52072), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,965,711.28. (CPR 2018-0002)

Personal Service Agreements to provide a multi-faceted marketing campaign targeting business decision-makers in the I-5 corridor from Olympia to Everett that encourages business/job growth in the City with:



- a. QUINN (Spokane, WA)—\$141,080. (OPR 2018-0172 / RFP 4229-18)
- b. Treatment (Spokane, WA)—\$83,920. (OPR 2018-00448 / RFP 4229-18)

[The above two contracts (OPR 2018-0172 and OPR 2018-0448) will replace the Personal Service Agreement with QUINN for \$225,000 previously approved on April 9, 2018.)

**Council Recess/Executive Session**

The City Council adjourned at 3:52 p.m. and immediately reconvened into an Executive Session for 50 minutes on bargaining and pending litigation matters. City Attorney Mike Ormsby was present during the Executive Session. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

**LEGISLATIVE SESSION**

**Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

**Roll Call**

Council President Stuckart and Council Members Beggs, Burke, Fagan, Mumm, Kinnear, and Stratton were present.

City Clerk Terri Pfister and City Council’s Policy Advisor Brian McClatchey were also present.

**PROCLAMATIONS**

July 16-20, 2018      *Disability Voter Registration Week*

Council Member Beggs read the proclamation and presented it to Rae Lynn Barden from Spokane Public Library. There are over 50 million people living with disabilities in the United States in July 2018. People with disabilities and their supporters will celebrate the 27<sup>th</sup> anniversary of the Americans with Disabilities Act. The right to vote is an important civil liberty that helps contribute to the health of the American political system and the people who participate in it. Voting is one way for the disability community to participate in local, state, and national policy making, ensuring that policies meet the needs of people with disabilities. The Spokane community is committed to a comprehensive effort to support citizens with disabilities including defending voting rights and ensuring Spokane is welcoming to all people.

There were no **Administration Reports**.

## **ACKNOWLEDGEMENT**

Council President Stuckart acknowledged former Council Member Amber Waldref in the audience who was joined by a group of people from the New Leadership Development Network, which is a group of women from Eastern Washington colleges studying leadership and politics and is sponsored by WSU Spokane and Gonzaga.

There were no **Appointments**.

There were no **Council Committee Reports**.

## **OPEN FORUM**

**Mara Spitzer** noted that Spokane Riverkeepers picked up 400 pounds of laundry off the river below Kendall Yards. She spoke regarding homelessness and the need for laundry facilities.

**Crystle Burgett** spoke regarding the cycle of poverty and the disadvantages of the poor and little to no access to resources. She remarked on a personal situation with unpaid tickets which resulted in a loss of her license and potentially two criminal charges due to the fact that she could not pay said tickets.

**George McGrath** spoke regarding immigration and protecting the American people.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

#### **Special Budget Ordinance C35643**

Council Member Mumm provided an overview of Special Budget Ordinance C35643. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35643** amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**ORD C35643** General Fund  
FROM: Unappropriated Reserves, \$2,500,000,  
TO: Revenue Stabilization, \$2,500,000.

(This action increases the amount held in the General Fund's revenue stabilization budget toward full funding.)

**Special Budget Ordinance C35644**

Council President Stuckart provided an overview of Special Budget Ordinance C35644. Public testimony was received from one individual and Council commentary held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35644** amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**ORD C35644** Street Fund  
FROM: Other Misc. Revenue, \$100,000 and  
Unappropriated Reserves, \$125,000,  
TO: Repair and Maintenance Supplies, \$225,000.

(This action allows for budgeting for the upgrading of Street Lights.)

**Special Budget Ordinance C35645**

Jonathan Moog of the Parks Department provided an overview of Special Budget Ordinance C35645 and responded to Council inquiries. Public testimony was received from one individual and Council commentary held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35645** amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**ORD C35645** Park and Recreation Fund

FROM: Special Events—Reserve for Total Cost  
Compensation, \$21,102,  
TO: Special Events—Marketing Assistant, \$21,102.

(This action allows for creation of an additional Marketing Assistant position [from 0 to 1].)

## **EMERGENCY ORDINANCE**

### **Emergency Ordinance C35664**

Council President Stuckart requested suspension of the rules to add Emergency Ordinance C35664 and he provided an introduction of the proposed ordinance. He noted the emergency ordinance he is proposing creates a process requiring any future interlocal agreements or MOUs dealing with the Combined Communications Center be approved by the City Council. The following actions were taken:

**Motion** by Council Member Fagan, seconded by Council Member Stratton, **to suspend** the Council Rules; **carried unanimously.**

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to add** Emergency Ordinance C35664 to the (Legislative) Agenda; **carried unanimously.**

Following a full reading of Emergency Ordinance C35664 by the City Clerk, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35664** relating to the Combined Communications Center; amending section 07.08.132; enacting a new chapter 06.10 of the Spokane Municipal Code; and declaring an emergency.

## **RESOLUTIONS**

### **Resolution 2018-0062 (Cross Reference OPR 2018-0424)**

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2018-0062** declaring Western Systems & Fabrication a sole source provider and authorizing the purchase of new equipment and replacement parts, as well as repair services from Subsite Electronics over a five-year period without public bidding—\$117,450.25.

### **Resolution 2018-0063**

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2018-0063** approving a development agreement between the City and Flamingo Links, LLC relating to development of land adjacent to State Highway 2 and east of Hayford Rd.

There were no **Final Reading Ordinances.**

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

There were no **Hearings**.

## **SECOND OPEN FORUM**

**John Lemus** thanked City Council for three years on the Human Rights Commission. He noted this Thursday he will learn whether or not he will be reappointed to the Commission. He also commented that he has asked Dr. Bob Lutz at the Health District to take on the Suicide Means Prevention Task Force, which he feels is important work and he wants to make sure it continues. Mr. Lemus also remarked that currently, aside from himself, he does not believe there is anyone with a developmental disability that serves on the City's boards and commissions.

## **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:47 p.m.

Minutes prepared and submitted for publication in the July 25, 2018, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2018.

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Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, July 19, 2018**

A Special Meeting of the Spokane City Council was held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm (left at 4:23 p.m.), and Stratton were present, and two Library Board Members Jim Kershner and Mary Starkey.

The following topics were discussed:

- Interviews:
  - Patricia Hansen (Community Assembly Representative)
  - Amber Waldref (Spokane Housing Authority Board)
- Joint Library Board/City Council meeting to discuss proposed library levy and preliminary design for six libraries—presentation by Andrew Chanse

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

The meeting adjourned at 4:40 p.m.

Minutes prepared and submitted for publication in the July 25, 2018, issue of the Official Gazette:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2018.

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Ben Stuckart  
City Council President



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

07/30/2018

<u>Date Rec'd</u>	7/24/2018
<u>Clerk's File #</u>	OPR 2018-0480
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2017186
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	LOW BID AWARD - RED DIAMOND CONSTRUCTION

Agenda Wording

Low Bid of Red Diamond Construction, Inc (Spokane, WA) for Red Band Park River Access & Privacy Shelter - \$299,121.00 plus tax. An administrative reserve of \$29,912.10 which is 10% of the contract price plus tax, will be set aside. (Peaceful Valley)

Summary (Background)

On July 23, 2018 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc in the amount of \$299,121.00, which is \$17,753.00 or 6.31% over the Engineer's Estimate; two other bids were received as follows: Burley Products, Inc. - \$347,322.00; and Award Construction, Inc. - \$349,994.00.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 180,000.00		# 4250 98864 94000 56501 14388
Expense \$ 177,988.01		# 3200-49854-95300-56501-99999
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 3-26-18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		elester@spokanecity.org	
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	kgoodman@spokanecity.org	

# Briefing Paper

## Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Integrated Capital Management
<b>Subject:</b>	Project No. 2017186 - Glover Field Park Boat Slide Funding Agreement
<b>Date:</b>	March 26, 2018
<b>Contact (email &amp; phone):</b>	Brandon Blankenagel ( <a href="mailto:bblankenagel@spokanecity.org">bblankenagel@spokanecity.org</a> ; 625-6419)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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)	The project is consistent with the Joint Administration – Council 6-year Strategic Plan’s Urban Experience.
<b>Strategic Initiative:</b>	Urban Experience - River connection and trail access
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Complete project design work and construct boat slide in 2018
<p><b>Background/History:</b></p> <p><i>Funding agreement between City of Spokane and the Spokane River Forum to provide project funding for the Glover Field Boat Slide. Proposed boat slide to allow non-motorized small drift-type boats access to Spokane River from Glover Field Park.</i></p> <p><i>These funds represent the residual grant funding provided for the proposed 2007 Spokane River White Water Park that was terminated in 2009. Total remaining funds is \$235,000. In 2018 the WA State Legislation approved redirection of these funds toward the Glover Field Boat Slide to complete project design and construction.</i></p> <p><i>Under separate grant funding, project design was initiated by the Spokane Conservation District in 2017 with AHBL as design consultant to 90% completion. AHBL has entered into contract with the City of Spokane to complete the remaining design work that includes interface with Glover Field Park parking lot improvements as part of the CSO 25 project that is to begin spring 2018.</i></p>	



Executive Summary:

- *Spokane River Forum (SRF) to provide project funding up to \$235,000*
- *Requested funding agreement to complete remaining project design, permit acquisition, and construct boat slide in 2018.*
- *Project will interface with proposed Glover Field Park parking lot improvements being constructed as part of CSO 25 project.*

Budget Impact:

Approved in current year budget?

Yes

No

N/A

Annual/Reoccurring expenditure?

Yes

No

N/A

If new, specify funding source: WA Commerce Dept, c/o Spokane River Forum

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

Operations Impact:

Consistent with current operations/policy?

Yes

No

N/A

Requires change in current operations/policy?

Yes

No

N/A

Specify changes required: none known

Known challenges/barriers: none known

**City Of Spokane**  
**Engineering Services Department**

**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2017186

**Project Description** Red Band Park River Access & Privacy Shelter

**Original Date** 6/28/2018 10:19:46 AM

**Funding Source** State

**Update Date** 7/23/2018 1:45:19 PM

**Preparer** Rich Proszek

**Addendum**

<b>Project Number:</b> 2017186			<b>Engineer's Estimate</b>		Red Diamond Construction Inc		Burly Products Inc		Award Construction, Inc_	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Boat Slide & Shelter Improvements					Sales tax shall NOT be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,700.00	*****	1,500.00	*****	1,500.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	1,500.00	1,500.00	3,000.00	3,000.00	1,000.00	1,000.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,500.00	*****	1,500.00	*****	900.00
105	MOBILIZATION	1 LS	*****	18,000.00	*****	40,000.00	*****	17,500.00	*****	28,000.00
106	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	16,000.00	*****	5,000.00	*****	8,000.00
107	TREE PROTECTION ZONE	1 LS	*****	1,000.00	*****	1,400.00	*****	3,000.00	*****	3,000.00
108	TREE PRUNING	1 EA	1,000.00	1,000.00	600.00	600.00	2,000.00	2,000.00	5,000.00	5,000.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	28,800.00	*****	10,000.00	*****	12,000.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	72 SY	15.00	1,080.00	12.00	864.00	150.00	10,800.00	35.00	2,520.00
111	GRAVEL BORROW INCL. HAUL	85 CY	35.00	2,975.00	40.00	3,400.00	100.00	8,500.00	71.50	6,077.50
112	CRUSHED SURFACING TOP COURSE	8 CY	45.00	360.00	100.00	800.00	500.00	4,000.00	115.00	920.00
113	CRUSHED SURFACING BASE COURSE	30 CY	45.00	1,350.00	100.00	3,000.00	500.00	15,000.00	75.00	2,250.00
114	SOIL RESIDUAL HERBICIDE	1 LS	*****	300.00	*****	650.00	*****	3,500.00	*****	2,000.00

<b>Project Number: 2017186</b>		<b>Engineer's Estimate</b>		Red Diamond Construction Inc		Burly Products Inc		Award Construction, Inc_		
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Boat Slide & Shelter Improvements

Sales tax shall NOT be included in unit prices

115	ESC LEAD	1 LS	*****	1,000.00	*****	5,000.00	*****	500.00	*****	500.00
116	COIR LOG	200 LF	8.00	1,600.00	71.00	14,200.00	10.00	2,000.00	12.50	2,500.00
117	BIODEGRADABLE EROSION CONTROL BLANKET	209 SY	10.00	2,090.00	39.00	8,151.00	10.00	2,090.00	13.50	2,821.50
118	TOPSOIL TYPE A	35 CY	35.00	1,225.00	50.00	1,750.00	350.00	12,250.00	65.00	2,275.00
119	HYDROSEEDING	144 SY	12.00	1,728.00	10.00	1,440.00	31.50	4,536.00	15.00	2,160.00
120	SOD INSTALLATION	357 SY	12.00	4,284.00	10.00	3,570.00	10.00	3,570.00	12.00	4,284.00
121	IRRIGATION SYSTEM	1 LS	*****	10,000.00	*****	2,000.00	*****	6,500.00	*****	14,000.00
122	RIPRAP	410 SY	20.00	8,200.00	12.00	4,920.00	10.00	4,100.00	20.00	8,200.00
123	CHAIN LINK FENCE TYPE 1	20 LF	40.00	800.00	30.00	600.00	65.00	1,300.00	60.00	1,200.00
124	END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	2 EA	400.00	800.00	350.00	700.00	500.00	1,000.00	580.00	1,160.00
125	SIGN, PRIVATE PROPERTY	2 EA	600.00	1,200.00	450.00	900.00	500.00	1,000.00	500.00	1,000.00
126	SIGN, RIVER MAP	1 LS	*****	2,500.00	*****	3,800.00	*****	900.00	*****	3,500.00
127	RIVER ACCESS SLIDE SYSTEM	1 LS	*****	167,000.00	*****	104,000.00	*****	172,500.00	*****	160,500.00
128	PRE-FABRICATED PRIVACY SHELTER ON CON. PAD	1 LS	*****	30,000.00	*****	24,000.00	*****	32,000.00	*****	24,000.00
129	COFFER DAM, WATER BLADDER	65 LF	175.00	11,375.00	75.00	4,875.00	235.00	15,275.00	665.00	43,225.00
130	ON-SITE BOULDER PLACEMENT	1 LS	*****	3,000.00	*****	18,000.00	*****	2,500.00	*****	5,500.00
<b>Schedule Totals</b>				281,368.00		299,121.00		347,322.00		349,994.00

**Project Number**      **2017186**

**Red Band Park River Access & Privacy Shelter**

**SCHEDULE SUMMARY**

	<b>Sched 1</b>	<b>Sched 2</b>	<b>Sched 3</b>	<b>Sched 4</b>	<b>Sched 5</b>	<b>Sched 6</b>	<b>Sched 7</b>	<b>Sched 8</b>	<b>Total</b>
<b>Engineer's Est</b>	281,368.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	281,368.00
Red Diamond Construc	299,121.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299,121.00
Burly Products Inc	347,322.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	347,322.00
Award Construction, In	349,994.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349,994.00

**Low Bid Contractor:** Red Diamond Construction Inc

	<b>Contractor's Bid</b>	<b>Engineer's Estimate</b>	<b>% Variance</b>
<b>Schedule 01</b>	\$325,443.65	\$306,128.38	6.31 % Over Estimate
<b>Bid Totals</b>	\$325,443.65	\$306,128.38	6.31 % Over Estimate



# Agenda Sheet for City Council Meeting

of:  
07/30/2018

<u>Date Rec'd</u>	7/11/2018
<u>Clerk's File #</u>	CPR 1991-0068
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	BRANDY COTE 625-6774
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENTS TO THE SPOKANE HUMAN RIGHTS COMMISSION

### Agenda Wording

Appointment of Earl Moore & Jac Archer to fill vacant at-large positions on the SHRC, a term of 7/23/18 - 7/23/21.

### Summary (Background)

Appointment of Earl Moore & Jac Archer to fill vacant at-large positions on the SHRC, each for a term of 7/23/18 - 7/23/21.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

### Approvals

### Council Notifications

<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<u>Distribution List</u>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	CODDINGTON, BRIAN	areynolds@spokanecity.org	
<u>Additional Approvals</u>		abruss@spokanecity.org	
<b><u>Purchasing</u></b>			



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

07/30/2018

<u>Date Rec'd</u>	7/18/2018
<u>Clerk's File #</u>	RES 2018-0068
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320-RESOLUTION FOR SPECIAL ELECTION FOR CITY RECREATIONAL FACILITIES BOND

Agenda Wording

A resolution proposing \$58 million in general obligation bonds to finance capital improvements to City recreational facilities and calling a special election on November 6, 2018 to submit the ballot proposition to the qualified electors of the City.

Summary (Background)

[to be completed after school board meeting 7/18/2018]

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	5/14/2018 UD Committee
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	COTE, BRANDY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2018-0068

A RESOLUTION of the City of Spokane, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the City at a special election to be held therein on November 6, 2018, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of not to exceed \$58,000,000, or so much thereof as may be issued under the laws governing the indebtedness of the City for the purpose of providing funds to finance capital improvements to the City's neighborhood parks and recreational facilities.

ADOPTED [AUGUST 1], 2018

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

JOINT PARK AND RECREATION FACILITIES GENERAL OBLIGATION BONDS  
RESOLUTION NO. 2018-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.



**RESOLUTION NO. 2018 - \_\_\_\_**

A RESOLUTION of the City of Spokane, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the City at a special election to be held therein on November 6, 2018, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of not to exceed \$58,000,000, or so much thereof as may be issued under the laws governing the indebtedness of the City for the purpose of providing funds to finance capital improvements to the City's neighborhood parks and recreational facilities.

WHEREAS, the City of Spokane, Washington (the "City") is a first-class charter city duly organized and existing under and by virtue of the Constitution and laws of the state of Washington and the Charter of the City; and

WHEREAS, the City desires to establish and participate in an innovative and collaborative relationship with Spokane Public Schools (the "School District") to invest in and develop new and renovated recreational facilities for the joint use and recreation of City and School District constituents in a manner that provides the citizens of the City and School District to fully utilize public facilities in a cost-effective manner; and

WHEREAS, on November 13, 2017, the City Council accepted the recommendation of the Spokane City Plan Commission and adopted Ordinance No. C35560 approving the Citywide Capital Improvement Plan 2018 – 2023 (the "CIP"); and

WHEREAS, the City's Parks and Recreation Division's Capital Improvement Plan goals call for, in part, a parks and recreation system which 1) advocates healthy lifestyles and the value of play, 2) stimulates the local economy through the provision of venues, events and activities to draw visitors and keep local citizens close to home; 3) provides for community safety through the development, maintenance and management of the parks and recreation system; 4) ensures access to opportunities within a diverse parks and recreation system; 5) innovatively develops and

manages the responsible, efficient and equitable use of resources for a strong and viable parks and recreation system; and 6) encourages a sense of community and pride through the provision of a parks and recreation system that affords citizens social gathering places and spaces; and

WHEREAS, subject to voter approval, the City and School District have developed a plan to jointly acquire, construct and install an urban athletic stadium and recreational facility located on the North Bank of Riverfront Park on property owned by the Spokane Public Facilities District (the “Downtown Sports and Recreation Facility”) and to be managed and operated by the Spokane Public Facilities District so as to provide for the joint and shared use of the facilities for recreational, athletic and educational opportunities and activities for the benefit of the citizens of Spokane and students of the School District and to attract additional tourists and visitors to the Spokane region; and

WHEREAS, the School District’s possible relocation of Joe Albi Stadium would allow for the City’s expansion of the existing Dwight Merkel Sports Complex and construction of new multi-purpose recreational fields on the existing site of Joe Albi Stadium (the “Merkel Fields Facility”) which would enable the City to enter into agreements with the School District for the joint and shared use of such multi-purpose recreational fields and further enable the City to market the Dwight Merkel Sports Complex as a sports tourism destination for tournaments and events; and

WHEREAS, the City desires to contribute to the collaborative development of the Downtown Sports and Recreation Facility with the School District through the acquisition, construction and installation of certain improvements to the Downtown Sports and Recreation Facility, including parking facilities and to design, construct and install certain structural components of the Downtown Sports and Recreation Facility; and

WHEREAS, the City further desires to participate in a collaborative and innovative partnership with the School District and the design, construction and installation of the Merkel Fields Facility and related and necessary equipment, accessories and appurtenances, and to enter into expanded agreements with the School District for the joint and shared use of such fields; and

WHEREAS, the Spokane Sports Commission has provided the City with an executive summary of a study by Sports Facility Advisory (“SFA”) which includes an analysis of the expected economic impact of the development of both the Downtown Sports and Recreation Facility and the Merkel Fields Facility; and

WHEREAS the SFA study concludes that the addition of the Merkel Fields Facility to the development of the Downtown Sports and Recreation Facility compounds the potential economic impact of the projects by two to five times; and

WHEREAS, the City’s neighborhood parks are intended to provide both active and passive recreation for residents, including intensive use by children, family groups and senior citizens and are centrally located in neighborhoods with safe walking and bicycle access; and

WHEREAS, the City and the School District have previously executed an agreement providing for the joint use of City parks and recreation facilities and School District facilities by for the mutual benefit of their constituents; and

WHEREAS, the City desires to provide for the acquisition, construction and installation of improvements to neighborhood parks, safer sidewalks to schools and bus stops and the implementation of planned accessibility improvements to City parks, all as set forth in the Parks and Recreation Division section of the CIP (the “Neighborhood Parks Improvements”) which will also provide opportunities to further expand the cooperative agreement with the School District for the joint use of City park facilities for educational and recreational activities; and

WHEREAS, construction of the Downtown Sports and Recreation Facility, the Merkel Fields Facility and the Neighborhood Parks Improvements (together, the “Project”) create a unique opportunity for the City and School District to achieve Parks and Recreation Division goals set forth in the CIP, implement planned capital improvements adopted in the CIP, efficiently manage the expense of necessary and desirable capital improvements by jointly participating in the construction and use of shared facilities thereby maximizing the use of taxpayer owned facilities and resources and providing for enhanced and improved economic development opportunities throughout the City; and

WHEREAS, subject to voter approval, in order to provide financing for the Project, the City Council now deems it necessary and advisable that the City issue and sell its general obligation bonds in the principal amount to not exceed \$58,000,000 (the “Bonds”); and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue the Bonds be submitted to the qualified electors of the City for their ratification or rejection; and

WHEREAS, pursuant to Section 85 of the City Charter, a vote of the people shall be required for capital expenditures for which debt shall be incurred by the City.

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

Section 1. Findings. The City Council hereby finds and declares that it is in the best interests of the inhabitants of the City to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the City.

Section 2. Capital Project. The City Council approves of the Project, including, but not limited to:

a. the design, site preparation, site improvements, construction and installation of recreational facilities consisting of new multi-purpose recreational fields on property owned by the City adjacent to the Dwight Merkel Sports Complex and presently used as the site of the existing Joe Albi Stadium; and

b. the design, acquisition, site preparation, site improvements, construction and installation of capital improvements, including parking facilities and structural components as necessary to jointly participate in the School District's construction and installation of a new urban athletic stadium and recreational facility located on land owned by the Spokane Public Facilities District in the City's urban core; and

c. the design, acquisition, site preparation, site improvements, construction and installation of capital improvements to the City's neighborhood parks and recreation facilities, all as set forth in the Citywide Capital Improvement Plan (Parks and Recreation Division) 2018 – 2023; and

d. The costs of all necessary architectural, engineering, and other consulting services, inspection and testing, administrative and relocation expenses, on and off-site utilities, site acquisition, related Project and other costs incurred in connection with the making of the foregoing improvements shall be deemed a part of the costs of the Project, including costs of issuance of the Bonds.

Upon issuance of the Bonds, the City shall determine the application of available moneys so as to accomplish, as nearly as may be, all of the Project described or provided for in this Resolution.

If the City Council determines that it has become impractical to accomplish any of such Project or portions thereof by reason of state or local circumstances, including changed conditions,

incompatible development, lack of additional state funding, or costs substantially in excess of those estimated, the City shall not be required to accomplish such Project.

In the event that proceeds of the sale of the Bonds, plus any other moneys of the City legally available, are insufficient to accomplish all of the Project as defined in this Section 2, the City shall use the available funds to accomplish those elements of the Project as deemed most necessary and in the best interest of the citizens by the City Council.

If available funds are sufficient from the proceeds of the Bonds to accomplish all of the Project and proceeds of the Bonds remain available, and state or local circumstances require, the City may use such funds to pay the principal of or interest on the Bonds.

Section 3. Authorization of Bonds. For the purpose of providing the funds necessary to pay the costs of the Project, together with incidental and appurtenant costs of acquisition, equipping and outfitting the Project improvements, and to pay costs related to the issuance and sale of the Bonds, the City shall issue and sell its general obligation bonds in the aggregate principal amount of not to exceed \$58,000,000 (the “Bonds”). The Bonds shall be issued in an amount not exceeding the amount approved by the electors of the City and not exceeding the amount permitted by the constitution and laws of the State of Washington. The balance, if any, of the cost of the Project shall be paid out of any other legally available funds. The Bond proceeds shall not be used for anything other than a capital purpose.

Section 4. Details of Bonds. The Bonds shall be issued in such amounts and at such time or times as found necessary and advisable by the City Council and as permitted by law. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates authorized by the City Council. The Bonds shall mature in such amounts and at such times within a maximum term of 25 years from date of issue, all as authorized by the City Council and as provided by law.

The Bonds shall be general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitation. The exact date, form, terms, options of redemption, maturities, covenants and manner of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the City Council. Upon voter approval of the Bonds and in anticipation of the issuance of such Bonds, the City may issue short-term obligations as authorized by Chapter 39.50 RCW.

Section 5. Election. It is hereby found and declared that the best interests of the inhabitants of the City require the submission to the qualified electors of the City of the proposition of whether the City shall issue the Bonds at a special election to be held on November 6, 2018. The Spokane County Auditor, as *ex officio* supervisor of elections in Spokane County, Washington is hereby requested to call and conduct the special election to be held within the City and to submit to the qualified electors of the City the proposition set forth below. The City Clerk is hereby authorized and directed to certify the proposition to said officials in the following form:

CITY OF SPOKANE

PROPOSITION/MEASURE NO. \_\_\_\_

SPOKANE JOINT RECREATION FACILITIES GENERAL OBLIGATION BONDS -

\$58,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving an innovative plan to finance the collaborative construction and installation of public recreational facilities to be jointly utilized by the City and Spokane Public Schools. The proposition provides for the construction and installation of up to eight multi-purpose recreational fields at Merkel Field; the construction and installation of capital improvements to various neighborhood parks throughout the City; and the

construction and installation of certain capital improvements necessary to pay a portion of the cost of a jointly used urban athletic stadium and recreational facility, together with the costs of design, relocation, site improvements and site preparation for each project. General obligation bonds would be issued in a maximum principal amount of \$58,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....

REJECTED? .....

Certification of this proposition by the City Clerk to the Spokane County Auditor, in accordance with law, prior to the date of the election, and any other acts consistent with the authority and prior to the effective date of this resolution, are hereby ratified.

Section 6. Severability. In the event that any provision of this resolution shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this resolution or the Bonds, but they shall be construed and enforced as if such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Section 7. Effective Date This resolution shall become effective immediately upon its passage and publication, as required by law.

ADOPTED by the City Council at a [regular/special] meeting thereof, held this [1st day of August], 2018.



CITY OF SPOKANE  
Spokane County, Washington

---

Ben Stuckart, Council President

ATTEST:

---

Terri L. Pfister, Clerk

---

Mayor

(SEAL)

APPROVED AS TO FORM:

---

Assistant City Attorney

---

Laura D. McAloon, Bond Counsel

CERTIFICATE

I, the undersigned, City Clerk of the City of Spokane, Washington (the "City"), DO HEREBY CERTIFY:

1. That the attached Resolution No. 2018-\_\_\_\_ (the "Resolution") is a true and correct copy of a Resolution of the Council as passed at a [regular/special] meeting of the Council held on August 1, 2018, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City this 1st day of August, 2018.

---

City Clerk

[ S E A L ]

CITY OF SPOKANE

OFFICIAL BALLOT

SPOKANE JOINT RECREATION FACILITIES GENERAL OBLIGATION BONDS

November 6, 2018

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INSTRUCTION TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the word "APPROVED"; to vote against the following proposition, place a cross (X) in the square opposite the word "REJECTED."

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CITY OF SPOKANE  
PROPOSITION/MEASURE NO. \_\_\_\_

SPOKANE JOINT RECREATION FACILITIES GENERAL OBLIGATION BONDS -  
\$58,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving an innovative plan to finance the collaborative construction and installation of public recreational facilities to be jointly utilized by the City and Spokane Public Schools. The proposition provides for the construction and installation of up to eight multi-purpose recreational fields at Merkel Field; the construction and installation of capital improvements to various neighborhood parks throughout the City; and the construction and installation of certain capital improvements necessary to pay a portion of the cost of a jointly used urban athletic stadium and recreational facility, together with the costs of design, relocation, site improvements and site preparation for each project. General obligation bonds would be issued in a maximum principal amount of \$58,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....   
REJECTED? .....

NOTICE OF SPECIAL ELECTION

CITY OF SPOKANE  
SPOKANE JOINT RECREATION FACILITIES GENERAL OBLIGATION BONDS

November 6, 2018

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NOTICE IS HEREBY GIVEN that on Tuesday, November 6, 2018, a special election will be held in the above-named city for the submission to the qualified electors of the city of the following proposition:

CITY OF SPOKANE  
PROPOSITION/MEASURE NO. \_\_\_\_  
SPOKANE JOINT RECREATION FACILITIES GENERAL OBLIGATION BONDS -  
\$58,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving an innovative plan to finance the collaborative construction and installation of public recreational facilities to be jointly utilized by the City and Spokane Public Schools. The proposition provides for the construction and installation of up to eight multi-purpose recreational fields at Merkel Field; the construction and installation of capital improvements to various neighborhood parks throughout the City; and the construction and installation of certain capital improvements necessary to pay a portion of the cost of a jointly used urban athletic stadium and recreational facility, together with the costs of design, relocation, site improvements and site preparation for each project. General obligation bonds would be issued in a maximum principal amount of \$58,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....   
REJECTED? .....

---

Spokane County Auditor

OFFICE OF THE COUNTY AUDITOR  
OF  
SPOKANE COUNTY, WASHINGTON

WHEREAS, the undersigned as the duly elected, qualified and acting Auditor of Spokane County, Washington, has jurisdiction of and is required by law to conduct all elections for cities within the County; and

WHEREAS, the City of Spokane lies entirely within the boundaries of Spokane County; and

WHEREAS, the City Council of Spokane by a Resolution adopted on [August 1], 2018, a certified copy of which has been delivered to the undersigned, has authorized and directed the undersigned to assume jurisdiction of and conduct a special election on November 6, 2018.

NOW, THEREFORE, it is authorized and ordered as follows:

The undersigned hereby assumes jurisdiction of the above-mentioned special election of the City of Spokane, Washington, authorized and ordered by a Resolution of its City Council adopted [August 1], 2018, and will conduct the special election on November 6, 2018.

DATED at Spokane, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Spokane County Auditor



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

07/30/2018

<u>Date Rec'd</u>	7/18/2018
<u>Clerk's File #</u>	RES 2018-0069
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION REQUESTING SPECIAL ELECTION FOR LIBRARY IMPROVEMENT BOND

Agenda Wording  
 A resolution proposing \$77 million in general obligation bonds to finance Spokane Public Library capital improvements and calling for a special election on November 6, 2018 to submit the ballot proposition to the qualified electors of the City.

Summary (Background)  
 The Spokane Public Library issued a Future and Facilities Study in 2016 laying the groundwork for capital projects at the Library's six locations. On July 17, 2018, the Library Board approved preliminary design recommendations for capital improvements to Library facilities. The Board recommended that the City Council place a ballot measure on the November 6, 2018 general election ballot to allow for the issuance of its general obligation bonds to finance these capital improvements.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	5/14/2018 UD Committee
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	COTE, BRANDY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2018-0069

A RESOLUTION of the City of Spokane, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the City at a special election to be held therein on November 6, 2018, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of not to exceed \$77,000,000, or so much thereof as may be issued under the laws governing the indebtedness of the City for the purpose of providing funds to finance capital improvements to the Spokane Public Library facilities and collections.

ADOPTED [AUGUST 1], 2018

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

GENERAL OBLIGATION BONDS

RESOLUTION NO. 2018-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.



**RESOLUTION NO. 2018 - \_\_\_\_**

A RESOLUTION of the City of Spokane, Washington, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the City at a special election to be held therein on November 6, 2018, of a proposition for the issuance of its general obligation bonds in the aggregate principal amount of not to exceed \$77,000,000, or so much thereof as may be issued under the laws governing the indebtedness of the City for the purpose of providing funds to finance capital improvements to the Spokane Public Library facilities and collections.

WHEREAS, the City of Spokane, Washington (the “City”) is a first-class charter city duly organized and existing under and by virtue of the Constitution and laws of the state of Washington and the Charter of the City; and

WHEREAS, the Spokane Public Library (the “Library”) is a department of the City of Spokane organized under Chapter 27.12 of the Revised Code of Washington and operated and managed by the Library Board of Trustees (the “Library Board”); and

WHEREAS, the Library issued a Future and Facilities Study in 2016 (the “2016 Study”) laying the groundwork for capital improvements to the Library’s facilities and enhancement of future service capacity at locations throughout the City; and

WHEREAS, the 2016 Study provides for the development of plans for such capital improvements; and

WHEREAS, the Library entered into an agreement with Group 4 and Integrus Architecture (the “Consultants”) to prepare a preliminary design for the expansion and upgrade of Library locations and facilities pursuant to the Library’s Facilities and Future Service Plan; and

WHEREAS, at its July 17, 2018 meeting, the Library Board approved the preliminary design recommendations of the Consultants to acquire, construct, equip, modernize and make other

capital improvements to the facilities of the Spokane Public Library as further described in Section 2 of this resolution (the “Project”); and

WHEREAS, on July 17, 2018, the Library Board voted unanimously to recommend the City Council place a ballot measure on the November 6, 2018 ballot that would allow for the for the issuance of its general obligation bonds for the purpose of implementing the 2016 Study and the Project; and

WHEREAS, the City has an opportunity to enter into a collaborative and innovative undertaking with Spokane Public Schools (“School District”) to invest in and develop new and renovated educational and recreational facilities for the joint use of City and School District constituents; and

WHEREAS, the City Council believes the Project will enable the City and School District to accomplish mutual goals and improvements in a manner that provides the citizens and taxpayers of the City and School District with fully utilized, cost-effective public facilities; and

WHEREAS, subject to voter approval, in order to provide financing for the Project, the City Council now deems it necessary and advisable that the City issue and sell its general obligation bonds in the principal amount to not exceed \$77,000,000 (the “Bonds”); and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue the Bonds be submitted to the qualified electors of the City for their ratification or rejection; and

WHEREAS, pursuant to Section 85 of the City Charter, a vote of the people shall be required for capital expenditures for which debt shall be incurred by the City.

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

Section 1. Findings. The City Council hereby finds and declares that it is in the best interests of the inhabitants of the City to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the City.

Section 2. Spokane Library System Capital Project. The City Council approves of the Project, including, but not limited to:

a. the design, acquisition, construction, rehabilitation, modernization and installation of betterments and improvements to the Indian Trail Library, South Hill Library and Downtown Library branch locations, including improvements to the heating, ventilation and air conditioning systems, carpeting, roofs, lighting, accessibility, security and technology infrastructure of each branch locations; and

b. the design, acquisition, construction, remodel and installation of a branch location serving the Liberty Park and East Central neighborhood, including site preparation, site improvements, removal and relocation of existing City recreation facilities as necessary to facilitate construction and installation of a new branch; and

c. the design, acquisition, construction, remodel or relocation and installation of an expanded or relocated Hillyard Library Branch located in or near Shaw Middle School; and

d. the design, acquisition, construction and installation of a new branch location serving the southeast portion of the City and located adjacent to the Libby Center; and

e. the design, acquisition, construction, and remodel of an expanded Shadle Library Branch located adjacent to Shadle Park High School; and

f. the design, acquisition, construction and installation of up to five twenty-

four hour library materials kiosks throughout the Library system; and

g. All ancillary costs of equipping, outfitting, furnishing and acquiring library materials in print or digital form, audio-visual equipment, computer and technology equipment and all necessary appurtenances for the Project; and

h. The costs of all necessary architectural, engineering, and other consulting services, inspection and testing, administrative and relocation expenses, on and off-site utilities, site acquisition, related Project and other costs incurred in connection with the making of the foregoing improvements shall be deemed a part of the costs of the Project, including costs of issuance, sale and delivery of the Bonds.

Upon issuance of the Bonds, the City shall determine the application of available moneys so as to accomplish, as nearly as may be, all of the Project described or provided for in this Resolution.

If the City Council determines that it has become impractical to accomplish any of such Project or portions thereof by reason of state or local circumstances, including changed conditions, incompatible development, lack of additional state funding, or costs substantially in excess of those estimated, the City shall not be required to accomplish such Project and may apply the Bond proceeds or any portion thereof to other portions of the Project, or to other Library capital improvements or expenditures, as the Library Board and City Council may determine is necessary.

In the event that proceeds of the sale of the Bonds, plus any other moneys of the City legally available, are insufficient to accomplish all of the Project as defined in this Section 2, the City shall use the available funds to accomplish those elements of the Project as deemed most necessary and in the best interest of the citizens by the Library Board and City Council.

If available funds are sufficient from the proceeds of the Bonds to accomplish all of the Project and proceeds of the Bonds remain available, and state or local circumstances require, the City may use such funds to pay the principal of or interest on the Bonds or to acquire, construct, equip, outfit and make other capital improvements to Library facilities, all as the Library Board and City Council may determine is necessary.

Section 3. Authorization of Bonds. For the purpose of providing the funds necessary to pay the costs of the Project, together with incidental and appurtenant costs of acquisition, equipping and outfitting the Project improvements, and to pay costs related to the issuance and sale of the Bonds, the City shall issue and sell its general obligation bonds in the aggregate principal amount of not to exceed \$77,000,000 (the “Bonds”). The Bonds shall be issued in an amount not exceeding the amount approved by the electors of the City and not exceeding the amount permitted by the constitution and laws of the State of Washington. The balance, if any, of the cost of the Project shall be paid out of any other legally available funds. The Bond proceeds shall not be used for anything other than capital and other purposes permissible under state and federal laws.

Section 4. Details of Bonds. The Bonds shall be issued in such amounts and at such time or times as found necessary and advisable by the City Council and as permitted by law. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates authorized by the City Council. The Bonds shall mature in such amounts and at such times within a maximum term of 25 years from date of issue, all as authorized by the City Council and as provided by law. The Bonds shall be general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any

constitutional or statutory tax limitation. The exact date, form, terms, options of redemption, maturities, covenants and manner of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the City Council. Upon voter approval of the Bonds and in anticipation of the issuance of such Bonds, the City may issue short-term obligations as authorized by Chapter 39.50 RCW.

Section 5. Election. It is hereby found and declared that the best interests of the inhabitants of the City require the submission to the qualified electors of the City of the proposition of whether the City shall issue the Bonds at a special election to be held on November 6, 2018. The Spokane County Auditor, as *ex officio* supervisor of elections in Spokane County, Washington is hereby requested to call and conduct the special election to be held within the City and to submit to the qualified electors of the City the proposition set forth below. The City Clerk is hereby authorized and directed to certify the proposition to said officials in the following form:

CITY OF SPOKANE

[MEASURE/PROPOSITION] NO. \_\_\_\_

SPOKANE PUBLIC LIBRARY GENERAL OBLIGATION BONDS - \$77,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving a plan to finance the acquisition, construction, remodel and equipping of the City's public library system. The proposition provides for the modernization of the Downtown, South Hill and Indian Trail branches, expansion and modernization of the Shadle branch, the remodel or relocation of the Hillyard branch, construction of new Liberty Park and Libby Center library branches, acquisition and installation of 24 hour library materials kiosks throughout the City, together with costs of design, construction, relocation, site preparation and acquisition of library materials, furnishings, and appurtenances to equip and outfit the branches. General obligation bonds would be issued in a maximum principal amount of \$77,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....

REJECTED? .....

Certification of this proposition by the City Clerk to the Spokane County Auditor, in accordance with law, prior to the date of the election, and any other acts consistent with the authority and prior to the effective date of this resolution, are hereby ratified.

Section 6. Severability. In the event that any provision of this resolution shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this resolution or the Bonds, but they shall be construed and enforced as if such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Section 7. Effective Date This resolution shall become effective immediately upon its passage and publication, as required by law.

ADOPTED by the City Council at a [regular/special] meeting thereof, held this [1st day of August], 2018.

CITY OF SPOKANE  
Spokane County, Washington

---

Ben Stuckart, Council President

ATTEST:

---

Terri L. Pfister, Clerk

---

Mayor

(SEAL)

APPROVED AS TO FORM:

---

Assistant City Attorney

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Laura D. McAloon, Bond Counsel



CERTIFICATE

I, the undersigned, City Clerk of the City of Spokane, Washington (the "City"), DO HEREBY CERTIFY:

1. That the attached Resolution No. 2018-\_\_\_\_ (the "Resolution") is a true and correct copy of a Resolution of the Council as passed at a [regular/special] meeting of the Council held on August 1, 2018, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City this 1st day of August, 2018.

---

City Clerk

[ S E A L ]

CITY OF SPOKANE

OFFICIAL BALLOT

SPOKANE PUBLIC LIBRARY GENERAL OBLIGATION BONDS

November 6, 2018

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INSTRUCTION TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the word “APPROVED”; to vote against the following proposition, place a cross (X) in the square opposite the word “REJECTED.”

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CITY OF SPOKANE  
PROPOSITION NO. \_\_\_\_

SPOKANE PUBLIC LIBRARY GENERAL OBLIGATION BONDS - \$77,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving a plan to finance the acquisition, construction, remodel and equipping of the City’s public library system. The proposition provides for the modernization of the Downtown, South Hill and Indian Trail branches, expansion and modernization of the Shadle branch, the remodel or relocation of the Hillyard branch, construction of new Liberty Park and Libby Center library branches, acquisition and installation of 24 hour library materials kiosks throughout the City, together with costs of design, construction, relocation, site preparation and acquisition of library materials, furnishings, and appurtenances to equip and outfit the branches. General obligation bonds would be issued in a maximum principal amount of \$77,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....   
REJECTED? .....

NOTICE OF SPECIAL ELECTION

CITY OF SPOKANE  
SPOKANE PUBLIC LIBRARY GENERAL OBLIGATION BONDS

November 6, 2018

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NOTICE IS HEREBY GIVEN that on Tuesday, November 6, 2018, a special election will be held in the above-named city for the submission to the qualified electors of the city of the following proposition:

CITY OF SPOKANE  
PROPOSITION NO. \_\_\_\_  
SPOKANE PUBLIC LIBRARY GENERAL OBLIGATION BONDS - \$77,000,000

The City Council of the City of Spokane passed Resolution No. 2018 - \_\_\_\_ approving a plan to finance the acquisition, construction, remodel and equipping of the City's public library system. The proposition provides for the modernization of the Downtown, South Hill and Indian Trail branches, expansion and modernization of the Shadle branch, the remodel or relocation of the Hillyard branch, construction of new Liberty Park and Libby Center library branches, acquisition and installation of 24 hour library materials kiosks throughout the City, together with costs of design, construction, relocation, site preparation and acquisition of library materials, furnishings, and appurtenances to equip and outfit the branches. General obligation bonds would be issued in a maximum principal amount of \$77,000,000, maturing within 25 years from date of issue, and repaid from an annual excess levy on real property, all as provided in the Resolution. Should this proposition be:

APPROVED?.....   
REJECTED? .....

---

Spokane County Auditor

OFFICE OF THE COUNTY AUDITOR  
OF  
SPOKANE COUNTY, WASHINGTON

WHEREAS, the undersigned as the duly elected, qualified and acting Auditor of Spokane County, Washington, has jurisdiction of and is required by law to conduct all elections for cities within the County; and

WHEREAS, the City of Spokane lies entirely within the boundaries of Spokane County; and

WHEREAS, the City Council of Spokane by a Resolution adopted on [August 1], 2018, a certified copy of which has been delivered to the undersigned, has authorized and directed the undersigned to assume jurisdiction of and conduct a special election on November 6, 2018.

NOW, THEREFORE, it is authorized and ordered as follows:

The undersigned hereby assumes jurisdiction of the above-mentioned special election of the City of Spokane, Washington, authorized and ordered by a Resolution of its City Council adopted [August 1], 2018, and will conduct the special election on November 6, 2018.

DATED at Spokane, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Spokane County Auditor



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

07/30/2018

<u>Date Rec'd</u>	7/12/2018
<u>Clerk's File #</u>	RES 2018-0070
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KATE BURKE 625-6275
<u>Contact E-Mail</u>	KATEBURKE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - NUCLEAR WEAPONS-FREE COMMUNITY; NAGASAKI & HIROSHIMA REMEMBRANCE DAY

Agenda Wording

A resolution establishing the City of Spokane as a nuclear weapons-free community and establishing "Hiroshima and Nagasaki Remembrance Day" on August 6 of each year.

Summary (Background)

This resolution declares that the City of Spokane is, like nearly 30 other American communities, a nuclear weapons-free community. The resolution calls upon our Congressional delegation to ensure that the U.S. signs and ratifies the Treaty on the Prohibition of Nuclear Weapons, which was passed by the United Nations on July 7, 2017. This resolution also establishes an annual "Hiroshima and Nagasaki Remembrance Day" on August 6.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	UD Comm., 7/9/2018
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	COTE, BRANDY		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			
<b><u>CITY COUNCIL</u></b>	MCCLATCHEY, BRIAN		

## RESOLUTION NO. 2018-0070

A Resolution declaring the City of Spokane a nuclear-free community and to declare August 6 of each year “Hiroshima and Nagasaki Remembrance Day”.

**WHEREAS**, each year since 1947, the Bulletin of the Atomic Scientists updates its “Doomsday Clock” graphic to portray nuclear apocalypse (midnight) and the contemporary idiom of nuclear explosion (countdown to zero) as a universally recognized indicator of our planet’s vulnerability to catastrophe from nuclear weapons (defined as bombs or other warheads which derive their force from the fission or fusion of atomic nuclei, and excluding radioactive materials used in medical diagnosis and treatment or other peaceful uses), climate change, and new technologies emerging in other domains; and

**WHEREAS**, the decision to move or to leave in place the minute hand of the Doomsday Clock is made every year by the Bulletin’s Science and Security Board in consultation with its Board of Sponsors, which includes 15 Nobel laureates; and

**WHEREAS**, in January, 2018, citing the failure of world leaders to deal with looming threats of nuclear war and climate change, the minute hand of the Doomsday Clock was moved to 2 minutes to midnight, the closest to midnight the indicator has been since 1953; and

**WHEREAS**, nuclear proliferation remains an existential threat to our world: according to the Union of Concerned Scientists, the United States currently possesses approximately 4,000 nuclear weapons in what is often called the “nuclear triad”: land-based silos, aircraft-deployed bombs and missiles, and on ballistic missile submarines, such as those based in Bangor, Washington – a nuclear arsenal that is kept in a perpetual state of readiness for launch on the order of the President; and

**WHEREAS**, because our country’s nuclear arsenal is decentralized, some nuclear weapons and components are shipped around the country via our interstate highway system, including through our city; and

**WHEREAS**, the United States intends to spend \$1.7 trillion over the next 3 decades to upgrade the nuclear arsenal; and

**WHEREAS**, even a limited nuclear exchange would have catastrophic human, environmental, and economic consequences globally; and

**WHEREAS**, the health and environmental impacts of nuclear weapons use and production disproportionately harm indigenous people, low-income populations, and minorities, including local communities such as the Spokane Tribe of Indians, who have been affected by uranium mining for nuclear weapons, Marshallese Americans, who

have been affected by nuclear weapons testing, and Hanford down-winders, who have been affected by nuclear weapons production and clean-up.

**NOW THEREFORE, BE IT RESOLVED** that the City of Spokane wishes to join nearly 30 other American communities which have declared to the world that they are and intend to be nuclear weapons-free communities.

**BE IT ALSO RESOLVED** that we call upon our Congressional delegation and our nation as a whole to ensure that the United States signs and ratifies the Treaty on the Prohibition of Nuclear Weapons, which was passed by the United Nations on July 7, 2017, and make elimination of nuclear weapons a central component of our national security policy.

**AND BE IT FURTHER RESOLVED** that in order to remember the terrible cost in human life which nuclear weapons can impose, and to remind us all of the continuing threat which nuclear weapons pose to our planet's survival, the City of Spokane hereby declares August 6 of each year "Hiroshima and Nagasaki Remembrance Day" to solemnly remember the atomic bombing of those two cities on August 6 and 9, 1945, and to express our solidarity with the Japanese people.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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

**RESOLUTION NO. 2018-~~0070~~0070**

A Resolution declaring the City of Spokane a nuclear-free community and to declare August 6 of each year "Hiroshima and Nagasaki Remembrance Day".

**WHEREAS**, each year since 1947, the Bulletin of the Atomic Scientists updates its "Doomsday Clock" graphic to portray nuclear apocalypse (midnight) and the contemporary idiom of nuclear explosion (countdown to zero) as a universally recognized indicator of our planet's vulnerability to catastrophe from nuclear weapons (defined as bombs or other warheads which derive their force from the fission or fusion of atomic nuclei, and excluding radioactive materials used in medical diagnosis and treatment or other peaceful uses), climate change, and new technologies emerging in other domains; and

**WHEREAS**, the decision to move or to leave in place the minute hand of the Doomsday Clock is made every year by the Bulletin's Science and Security Board in consultation with its Board of Sponsors, which includes 15 Nobel laureates; and

**WHEREAS**, in January, 2018, citing the failure of world leaders to deal with looming threats of nuclear war and climate change, the minute hand of the Doomsday Clock was moved to 2 minutes to midnight, the closest to midnight the indicator has been since 1953; and

**WHEREAS**, nuclear proliferation remains an existential threat to our world: according to the Union of Concerned Scientists, the United States currently possesses ~~over 4,600~~approximately 4,000 nuclear weapons in what is often called the "nuclear triad": land-based silos, aircraft-deployed bombs and missiles, and on ballistic missile submarines, such as those based in Bangor, Washington – a nuclear arsenal that is kept in a perpetual state of readiness for launch on the order of the President; and

**WHEREAS**, because our country's nuclear arsenal is decentralized, some nuclear weapons and components are shipped around the country via our interstate highway system, including through our city; and

**WHEREAS**, the United States intends to spend \$1.7 trillion ~~dollars in over the coming decade~~next 3 decades to upgrade the nuclear arsenal; and

**WHEREAS**, even a limited nuclear exchange would have catastrophic human, environmental, and economic consequences globally; and

**WHEREAS**, the health and environmental impacts of nuclear weapons use and production disproportionately harm indigenous people, low-income populations, and minorities, including local communities such as the Spokane Tribe of Indians, who have been affected by uranium mining for nuclear weapons, Marshallese Americans, who

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have been affected by nuclear weapons testing, and Hanford down-winders, who have been affected by nuclear weapons production and clean-up.

**NOW THEREFORE, BE IT RESOLVED** that the City of Spokane wishes to join nearly 30 other American communities which have declared to the world that they are and intend to be nuclear weapons-free communities.

**BE IT ALSO RESOLVED** that we call upon our Congressional delegation and our nation as a whole to ensure that the United States signs and ratifies the Treaty on the Prohibition of Nuclear Weapons, which was passed by the United Nations on July 7, 2017, and make elimination of nuclear weapons a central component of our national security policy.

**AND BE IT FURTHER RESOLVED** that in order to remember the terrible cost in human life which nuclear weapons can impose, and to remind us all of the continuing threat which nuclear weapons pose to our planet's survival, the City of Spokane hereby declares August 6 of each year "Hiroshima and Nagasaki Remembrance Day" to solemnly remember the atomic bombing of those two cities on August 6 and 9, 1945, and to express our solidarity with the Japanese people.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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

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

07/23/2018

<u>Date Rec'd</u>	7/10/2018
<u>Clerk's File #</u>	ORD C35663
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - ORDINANCE AMENDING ORDINANCE C-34117		

Agenda Wording

An ordinance amending Ordinance C-34117 vacating the alley between Pacific Avenue and 2nd Ave from Browne Street to State Street.

Summary (Background)

City Council passed the vacation Ordinance on May 18, 2008. At that time an easement was retained over the entire alley for the utility services of Comcast, Avista, and CenturyLink. Catholic Charities would like to build a new low-income apartment complex over the east 136.75 feet of the vacated alley and would like that portion of the easement released. The easement holders are on board with the partial easement removal.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Urban Experience
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		krichards@spokanecity.org	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE C35663

An ordinance vacating the Alley between Pacific Avenue and 2<sup>nd</sup> Avenue from Browne Street to State Street

WHEREAS, a petition for the vacation of the Alley between Pacific Avenue and 2<sup>nd</sup> Avenue from Browne Street to State Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Pacific Avenue and 2<sup>nd</sup> Avenue from Browne Street to State Street is hereby vacated. Legal N/E ¼ S19 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area, **except for the east 136.75 feet**, for the utility services of Avista Utilities, Qwest, and Comcast to protect existing and future utilities.

Section 3. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 4. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to full the assessed value of the area herein vacated.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

Effective Date: \_\_\_\_\_



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

07/30/2018

<u>Date Rec'd</u>	7/12/2018
<u>Clerk's File #</u>	ORD C35665
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KAREN STRATTON 625-6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - AMENDMENT TO CHHS BOARD COMPOSITION

Agenda Wording

An ordinance relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

Summary (Background)

This ordinance recodifies the CHHS board requirements by clarifying the duties and composition of the board.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PSCH Comm., 3/5/2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	COTE, BRANDY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

## **ORDINANCE NO. C35665**

An ordinance relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That chapter 04.34 of the Spokane Municipal Code is repealed in its entirety.

**Section 2.** That there is enacted a new chapter 04.34A of the Spokane Municipal Code is amended to read as follows:

### **Chapter 04.34A Community Housing and Human Services Board** **Section 04.34A.010 Purpose**

The Community, Housing and Human Services Board advises the City administration, the Mayor, and the City Council regarding community development, housing, and human services programs.

### **Section 04.34A.020 Functions**

The Community Housing and Human Services Board shall:

- A. Advise the City on preparing the Annual Action Plan, the CAPER, the Citizen Participation Plan, the Consolidated Plan, and other required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce where applicable;
- B. Hold public hearings on the draft plans to obtain citizen comments prior to recommending adoption by City Council;
- C. Make recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources;
- D. Evaluate funding requests for eligible activities and projects and make funding recommendations to the Mayor and City Council;
- E. Make recommendations for funding to the Mayor and City Council for local grant dollars using human services priorities as established by the City Council;
- F. Provide policy guidance and recommendations for community development, human services, and special purpose grant programs applications and implementation;

- G. Participate with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans; and
- H. Represent the diverse constituencies that make up Spokane's low and moderate income populations, to help guide Spokane's community, housing, and human services into the future.

#### **Section 04.34A.030 Membership**

- A. Appointees to the Board shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- B. City residence is not a requirement for board membership due to the regional nature of some of the duties and responsibilities of the Board.
- C. The Board will consist of twelve (12) members, nominated by the Mayor and appointed by the City Council. At least one (1) member of the Board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force.
- D. In addition to the twelve (12) positions, the board will include:
  - 1. two (2) voting representatives from the City Council selected by the City Council, appointed or reappointed for one (1) year terms;
  - 2. one (1) voting elected official or policy-level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the Mayor and appointed by City Council, appointed or reappointed for one (1) year terms; and
  - 3. One (1) liaison from the Community Assembly nominated by the Community Assembly to the Mayor according to the process determined by the Community Assembly, then nominated by the Mayor and appointed by the City Council. The liaison will have full rights and responsibilities of a Board member.
- E. Members of the Board and Board committees shall include relevant representation in compliance with HUD and Washington State Department of Commerce requirements.
- F. Board members shall serve without compensation.
- G. Board members will meet conflict of interest requirements. Committee members may be required to meet conflict of interest requirements.
- H. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse

neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members.

**Section 04.34A.040 Board Structure**

- A. The Board will utilize a committee structure to assist with its functions. Committees will be comprised of Board members and other citizens with experience and expertise in the subject matter of the committee. The Board Chair shall appoint committee members.
- B. The Board will include an Executive Committee consisting of the Chair, Vice-chairs, and committee chairs.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date