

Finance & Administration Committee
Agenda for 1:15 p.m. Monday, August 21, 2023

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on August 21, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2489 486 3168; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

City Council Standing Committee - Finance & Administration

Team City Council Standing Committees

City of Spokane

Agenda - 21 August 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of July 17, 2023, meeting minutes

3 **Discussion Items**

3.1 **Brian Falteisek Interview for Bicycle Advisory Board**

5 min
Byrd, Giacobbe

3.2 **Quarterly Financial Report**

10 min
Stratton, Jessica

3.3 **July Investment Report**

5 min
Johnson, Christopher E.

Council Sponsor: CM Wilkerson. Monthly Investment Report for July.

3.4 **Rate Increase Discussion**

30 min
Garcia, Luis

Council Sponsor CP Kinnear

Parking Services has suffered severe losses directly from the COVID pandemic. The monies from paid parking payments are the primary source of revenue to operate the Paid Parking System, neighborhood, and disabled parking programs. With the rising cost to operate the system and the loss due to COVID, as allowed by SMC 08.02.083B, the Parking Manager is increasing parking rates. Proposed rate increase is \$.50/hr. for all time limits (2 HR, 4 HR, All Day).

3.5 **Business Registration Fee - Annual Review**

5 min
Johnson, Christopher E.

Council Sponsor: CM Wilkerson. Annual review of Business Registration Fee as per SMC 08.02.0206.

3.6 **SIP Loan - Parks Department**

5 min
Johnson, Christopher E.

SIP Loan for an electric Zamboni 450 machine for ice resurfacing.

3.7 **SBO for Therapeutic Courts acceptance of AOC awards for Fiscal Year 2024**

5 min
Thompson, Sarah

Sponsors: CP Kinnear and CM Wilkerson

Municipal Court received funding from the Administrative Office of the Courts to support four therapeutic court programs July 1, 2023 through June 30, 2024: Community Court, Domestic Violence Intervention Treatment (DVIT) Court, DUI Court and Veterans Court. The attached SBO is to increase revenue by \$738,050 to fund: Community Court in the amount of \$293,750; DUI Court in the amount of \$76,350; DVIT Court in the amount of \$341,549.68; and Veterans Court in the amount of \$26,400.

3.8 **SBO Right of Way Funding**

5 min
Cerecedes, Jennifer

CHHS has requested the ability accept and disburse Department of Commerce ROW funding for fiscal years 2024 and 2025. This funding is intended to be used for services related to housing and homelessness.

The Washington State fiscal year runs from July 1 to June 30 which is why we are recording the FY24 amount listed below in the City of Spokane's 2023 fiscal year, which runs from January 1 to December 31.

Please approve this Special Budget Ordinance to allow the City to receive and spend the funding awarded.

3.9 CHHS Consolidated Homeless Grant SBO

5 min

Cerecedes, Jennifer

Approval of the SBO to allow the City of Spokane to record the grant revenue and distribute the awards to sub-recipients.

The funding needed in the 2023 budget for the period of July 1, 2023-December 31, 2023 is as follows:

Carl Maxey Center \$ 89,757

Nuestra Raices \$ 69,492

Family Promise \$ 35,435

City of Spokane \$ 93,808

3.10 Resolution Amending Type of Police Vehicle Purchases

5 min

Council Sponsor: CP Kinnear

Resolution 2022-0030 provided pre-purchase approval for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on Resolution 2022-0030, Section A, Item i, from:

“Up to 25 Ford K8 Electric Hybrid models” to:

“Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

3.11 Emergency Ordinance Amending Type of Police Vehicle Purchases

5 min

Council Sponsor: CP Kinnear

Ordinance C36201 transferred ARPA funds for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36201, Section 1, Item i from

“Up to 25 Ford K8 Electric Hybrid models” to:

“Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

3.12 SAFO TA

5 min
Williams, Tom M.

Council Sponsor: CM Cathcart

Question and answer for Local 29 SAFO contract TA which has previously been briefed in executive session.

Looking for Council final approval on August 28.

4 Consent Items

4.1 MLK (ECCC) - Roof Restoration Contract with WTI

Nechanicky, Jason, Striker, Patrick, Teal, Jeffrey, Steele, David

The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9th 2023. This contract will authorize the supplier to restore the roof with a new warranty.

4.2 Settlement Resolution

Jordan, Scott

CP Kinneer & CM Wilkerson - Approving settlement of claim for damages of Arealous Earthman and Tami Earthman as a result of damage to their property.

4.3 TRAC Warming Shelter A&E Contract Amendment

Steele, David

The architectural firm Architects West is under contract to complete the bid / construction documents for the TRAC restrooms / showers, etc.. Due to requirements established during the Permitting Predevelopment Process, the City (through the Facilities Department) has requested significant scope adjustments that will result in additional A&E fees.

4.4 4100 - Water Department Approval of Value Blanket Order for Gate Valves

Prince, Thea, Searl, Loren

Council Sponsors: CM Cathcart & CM Wilkerson

Request for Quotes 5928-23 was opened on 6/23/23 for the annual supply of gate valves on an “as needed” basis. Four (4) responses were received with American AVK (Minden, NV) being the lowest responsive bidder. This order will be set up as a five (5) year Value Blanket Order and the department will order on an “as needed” basis.

4.5 Outside Counsel Contract Amendment

Smithson, Lynden

Contract Amendment for Summit Law Group, Labor work. CM Cathcart sponsor.

4.6 Outside Council Contract Amendment

Smithson, Lynden

Contract amendment with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC on Bradley case; CM Cathcart sponsor.

4.7 Outside Counsel Contract Amendment 1

Smithson, Lynden

Contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC. in Shafer v. COS matter; CM Cathcart Sponsor.

4.8 Council Sponsor CM Wilkerson - Contract Amend-Extension

5 min

McIntosh, Seth

4.9 Upriver Dam Contract Amendment and Extension #1

Searl, Loren, McIntosh, Seth, Finger, Jeanne, Hulvey, Rosemarie

Council Sponsor: CM Wilkerson

Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project requires additional work therefore, requiring additional time and funds. A Seismic Hazard Evaluation Study needs to be done, which is more cost effective to add to the original contract. Additional funds are needed in the

amount \$90K. Extending the end date from December 31, 2023 to December 31, 2024.

4.10 Contract to perform an Effectiveness Study

5 min
George, Trey

Council Sponsor : CM Kinnear

Evergreen StormH2O was identified through the RFQu procurement process as the preferred consultant to perform the Effectiveness Study titled *Stormwater Treatment Evaluation for Non-Vegetated Bioretention Cells in Variable Season Conditions*. An MOU to share the costs of the Effectiveness Study was provided consent in July 2023. Consent is requested to initiate the actual contract to perform the study.

4.11 Assistance to Small Business Awards

Murray, Michelle

Seeking approval to finalize awards for Assistance to Small Businesses

4.12 Cultural Incentive Grant Awards

Murray, Michelle

Seeking approval to finalize awards for the 2023 Cultural Incentive Grants

4.13 0670 – City/County Interlocal Agreement Amendment to the Tourism Promotion Area

Piccolo, Mike

Council Sponsor: CM Zappone

Amendment of the Tourism Protection Area (TPA) and City/County ILA to add \$1 per day to the existing \$2 per day additional charge and the addition of two voting members

5 Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 Adjournment

7 Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on September 18, 2023.

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1 - Call to Order

2 - Approval of Minutes

Approval of July 17, 2023, meeting minutes

Attachments

[F_A Committee Minutes 17July_2023 DRAFT.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
17th of July, 2023

I. Called to Order: 1:16 PM PST

Recording of the meeting may be viewed at <https://vimeo.com/846073031>

Attendance

Committee Members Present:

Council President Pro Temp Lori Kinnear, Council Member Betsy Wilkerson (Chair), Council Member Michael Cathcart (Vice Chair), Council Member Karen Stratton, Council Member Jonathan Bingle, Council Member Zack Zappone

Staff/Others Present:

Jason Sandobal, Jason Nechanicky, Caleb Stanton, Jacqui Macconnel, Jenn Cerecedes, Chris Johnson, Jessica Stratton, Matt Boston, Jeff, Bollinger, Jason Nechanicky, Kim McCollim, Mark Carlos, Candi Davis, Ginny Ramos, Nicolette Ocheltree, Chris Wright, Chief Brian Schaeffer, Tonya Wallace, Kelly Thomas, Assistant Fire Chief Tom Williams, Division Chief David Stockdill

Approval of Minutes:

➤ Action Taken

Council Member Jonathan Bingle moved to approve, Zack Zappone seconded. Agenda and minutes were approved unanimously.

Agenda Items

Discussion Items

1. Utility Rates for 2024 – Marlene Feist (15 mins)
 - Council President Pro Temp Kinnear and Council Member Stratton sponsored this item for further consideration by Council.
2. Quarterly Investment Report (Q2-2023) – Chris Johnson (15 mins)
 - No Action Taken, Presentation Only
3. Quarterly 2 Financial Report – Jessica Stratton (10 mins)
 - This item has been deferred to August 21st
4. Apprenticeship Utilization Report – Jason Nechanicky, Jason Sandobal (15 mins)
 - No Action Taken, Presentation Only
5. Police Academy Capital Expansion Project SBO – Jacqui MacConnell (5 mins)
 - Council Members Wilkerson and Zappone sponsored this item for further consideration by Council

6. Keycode Media – Council Chambers and Briefing Room AV Upgrade – Jason Nechanicky, Jeff Bollinger (5 minutes)

- Council President Pro Temp Kinnear, Council Member Wilkerson and Council Member Zappone sponsored this item for further consideration by Council.

7. VOA Crosswalk 2.0 1MM Contract – Jenn Cerecedes (5 mins)

- Council Member Zappone sponsored this item for further consideration by Council

8. Contract Amendment for Roof Replacement at the Combined Communications Building – Assistant Fire Chief Tom Williams, David Stockdill (5 mins)

- Council President Pro Temp Kinnear and Council Member Cathcart sponsored this item for further consideration by Council.

9. Monroe Street Bridge CPTED – Council Member Michael Cathcart (5 mins)

- Council Member Cathcart, Bingle and Wilkerson sponsored this item for further consideration by Council

10. Eviction Prevention Award Recommendations – Jenn Cerecedes (5 mins)

- Council Member Wilkerson

Consent Items

1. Collection Agency Contract Extensions 1
2. ARPA SBO – IT/AV Upgrades & Children Fire Safety
3. Assistance to Non-Profit ARPA Awards Round 2

Executive session None.

IV. Adjournment The meeting adjourned at 2:46 PM PST, next meeting will be on the 21st of August, 2023 at 1:15 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

3 - Discussion Items

3.1

5 min

3.1 - Brian Falteisek Interview for Bicycle
Advisory Board

Byrd, Giacobbe

3.2

10 min

3.2 - Quarterly Financial Report

Stratton, Jessica

| For Discussion

Attachments

[08-21-2023 Quarterly Financial Report_Briefing Paper.docx](#)

[July Financial Report.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 509-625-6369
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Quarterly Financial Report
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u> The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.</p> <p><u>Summary</u> The report covers through July 2023 and first half CIP notes. As always, due to the timing of data, the report will be submitted the week before committee.</p>
Proposed Council Action	n/a
<p>Fiscal Impact Total Annual Cost: \$ Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? n/a – recurring financial report	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring financial report	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring financial report	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a – recurring financial report	



July Financial Report
August 21, 2023
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Note: The City of Spokane operates under cash accounting until the year end process begins. At year end the City moves to modified accrual accounting and figures can change significantly.

July 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND OVERVIEW

	2023 Amended Budget	Budget YTD*	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD (Unfavorable)/ Favorable
Revenues	\$237,683,986	\$105,201,049	\$107,749,922	\$2,548,873	2.4%
Expenditures	\$240,941,588	\$132,394,745	\$134,296,690	(\$1,901,946)	(1.4%)

Note: The City of Spokane budgets annual figures. In order to prepare periodic variance reporting, the annual budget is amortized using either the previous year’s trend or the twelve month calendar.

SUMMARY

Through July 2023, General Fund revenues are 2.4 percent above City budget projections with approximately \$107.7 million collected year-to-date (YTD) and \$5.6 million more than through July 2022. On the expenditure side, actuals are 1.4 percent above budget, or \$1.9 million above YTD budget projections.

CHANGES TO 2023 ADOPTED GENERAL FUND (GF) BUDGET

Changes Adopted GF Revenues

Adopted GF Revenues	\$228,882,286
BTs and SBOs - YTD ¹	\$8,801,700
CURRENT REVENUES (Adopted + BTs and SBOs)	\$237,683,986

Changes Adopted GF Expenditures

Adopted GF Expenditures	\$228,689,174
Encumbrance Carry Forward	\$3,286,971
BTs and SBOs – YTD ¹	\$8,965,443
CURRENT EXPENDITURES (Adopted + Encumbrance + BTs and SBOs)	\$240,941,588

1- ORD C36409 increased General Fund revenue through expected, modest increases to various revenue lines, and through transfers-in from the Criminal Justice Assistance Fund, Public Safety Personnel and Crime Reduction Fund and the Public Safety & Judicial Grant Fund. The same ordinance increased General Fund expenses mostly for the Police department to meet expected budget overages. ORD C36410 increased the WA PFMLA expense lines in the General Fund by \$91,125 as the premium rate increased late in 2022.

Note: Encumbrance Carry Forward budgets are for contracted goods or services, grants, or capital projects from the prior fiscal year which continue into the current fiscal year; funds to pay for these expenses are set aside in reserve. City Council passed ORD C36353 on February 6, 2023 to carry budget capacity forward from 2022 into 2023.

July 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND REVENUES

Department	2023		% Received
	Amended Budget	YTD Actuals	
0020 NONDEPARTMENTAL	205,656,450	96,856,427	47%
0260 CITY CLERK	750	549	73%
0300 HUMAN SERVICES	30,000	17,329	58%
0320 COUNCIL	0	971	0%
0350 COMMUNITY CENTERS	95,756	55,858	58%
0370 ENGINEERING SERVICES	9,137,261	5,255,842	58%
0410 FINANCE	81,000	17,998	22%
0430 GRANTS MANAGEMENT	0	94	0%
0450 NEIGHBHD HOUSING HUMAN SVCS	305,371	0	0%
0470 HISTORIC PRESERVATION	49,082	4,500	9%
0500 LEGAL	684,000	167,010	24%
0550 NEIGHBORHOOD SERVICES	42,500	14,200	33%
0560 MUNICIPAL COURT	2,209,108	1,022,911	46%
0570 OFFICE OF HEARING EXAMINER	30,000	22,976	77%
0650 PLANNING SERVICES	48,050	80,275	167%
0680 POLICE	18,156,195	4,042,423	22%
0690 COMMUNITY JUSTICE SERVICES	603,262	36,491	6%
0700 PUBLIC DEFENDER	238,975	154,069	64%
0750 COMMUNITY/ECONOMIC DEV DVSN	316,226	0	0%
TOTAL	237,683,986	107,749,922	45%

Non-departmental: 90% of General Fund revenue is budgeted in this department which receives most of the City’s sales tax, property tax and utility tax. The majority of property taxes are received in May and November.

Non-Departmental	2023 YTD Actuals	2022 YTD Actuals	Change
31000 TAXES	85,022,085	83,257,431	2%
32000 LICENSES & PERMITS	3,453,403	3,444,793	0%
33000 INTERGOVERNMENTAL REVENUES	1,377,029	1,495,633	-8%
34000 CHARGES FOR SERVICES	2,681,045	2,730,523	-2%
35000 FINES & FORFEITS	-22,075	6,510	-439%
36000 MISCELLANEOUS REVENUES	4,344,940	1,603,704	171%
TOTAL	96,856,427	92,538,594	5%

The table above shows taxes and especially miscellaneous revenues are contributing to revenue growth.

July 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

Revenue Category	2023 Amended Budget	Budget YTD*	Actuals YTD	% Variance YTD -Unfavorable/ Favorable	\$ Actuals YTD vs. Prior Year (Unfavorable)/ Favorable
Sales Tax – GF Only	63,800,000	24,945,954	24,414,005	-2.1%	240,692
<i>Local Retail Sales Tax – GF Only</i>	<i>58,650,000</i>	<i>22,948,828</i>	<i>22,307,844</i>	<i>-2.8%</i>	<i>160,779</i>
Property Tax	49,000,000	27,591,820	27,354,613	-0.9%	91,445
Interfund Utility Taxes	47,555,000	21,352,231	20,955,675	-1.9%	858,427
Business Taxes	24,736,000	12,640,248	13,497,889	6.8%	617,566
<i>Taxes on Private Utilities</i>	<i>24,411,000</i>	<i>12,507,671</i>	<i>13,360,280</i>	<i>6.8%</i>	<i>615,987</i>
Charges for Services (Services Provided by City Departments)	20,177,258	7,972,487	9,510,712	19.3%	1,224,369
Licenses & Permits	7,110,000	3,599,114	3,577,062	-0.6%	38,689
<i>Business Registrations</i>	<i>4,420,000</i>	<i>2,401,902</i>	<i>2,450,115</i>	<i>2.0%</i>	<i>81,326</i>
<i>Franchise Fees</i>	<i>2,360,000</i>	<i>1,006,919</i>	<i>991,991</i>	<i>-1.5%</i>	<i>(15,927)</i>
Miscellaneous Revenue	6,195,988	2,422,443	4,528,616	86.9%	2,755,469
<i>Interest Earnings</i>	<i>4,810,000</i>	<i>1,472,832</i>	<i>3,510,479</i>	<i>138.3%</i>	<i>2,288,840</i>
Intergovernmental Revenues	5,030,975	2,414,487	2,123,241	-12.1%	(153,052)
<i>Cannabis Use Tax</i>	<i>500,000</i>	<i>228,816</i>	<i>311,954</i>	<i>36.3%</i>	<i>0</i>
Fines & Forfeits	1,919,000	1,498,414	974,239	-35.0%	(189,963)
<i>Traffic & Parking Violations</i>	<i>1,705,500</i>	<i>1,369,001</i>	<i>896,987</i>	<i>-34.5%</i>	<i>(143,695)</i>
Other Taxes	1,720,000	758,138	779,436	2.8%	42,853
<i>Admission Tax</i>	<i>1,400,000</i>	<i>688,554</i>	<i>553,099</i>	<i>-19.7%</i>	<i>(104,516)</i>
Operating Transfer-In	10,399,765	0	34,435		34,435
Disposition of Fixed Assets	40,000	5,714	0		0
TOTAL	237,683,986	105,201,049	107,749,922	2.4%	5,560,930

REVENUE OVERVIEW

Sales tax and local retail sales tax revenues (May 2023 activity) are both tracking below budget projections but above prior year actuals. Property tax revenue is tracking slightly below budget projections by about \$237 thousand. Taxes on Private Utilities are 6.8 percent above projections while Interfund Taxes, City utilities, are 1.9 percent below YTD budget projections. Charges for Services is beating budget projections because of engineering services. The revenue category that has contributed the most to the favorable variance, is Miscellaneous Revenue which is above budget 86.9 percent. This is being driven by an increase in interest earnings as the Fed continues to execute rate hikes.

July 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND EXPENDITURES

Department	2023 Amended Budget	Budget YTD*	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable
Allocations to Other Funds	94,531,062	55,143,120	56,922,194	(1,779,075)
City Clerk	888,403	489,366	420,665	68,701
Civil Service	1,801,679	903,069	897,768	5,301
NHHS Division	569,731	291,744	281,949	9,795
Community Centers	779,352	358,148	300,989	57,160
Council	2,427,335	1,316,582	1,275,371	41,211
Economic Development	2,743,791	1,385,047	976,926	408,122
Engineering Services	8,296,647	4,312,046	4,112,593	199,454
Finance	1,856,436	952,437	911,018	41,420
Historic Preservation	278,495	166,159	175,100	(8,941)
Human Resources	1,370,731	686,876	697,447	(10,570)
Human Services	3,866,926	1,976,366	1,797,456	178,911
Internal Service Charges	12,305,855	7,536,751	7,583,152	(46,401)
Legal	4,802,470	2,559,107	2,694,430	(135,323)
Mayor	1,338,206	782,453	627,210	155,243
Municipal Court	4,606,480	2,343,307	2,479,371	(136,064)
Neighborhood Services	646,491	360,222	344,238	15,984
Non-departmental	5,553,603	2,825,797	2,819,795	6,002
Office of Civil Rights	389,000	212,694	59,555	153,139
Office of Hearing Examiner	287,432	153,592	155,343	(1,752)
Office of Youth	45,000	22,500	11,250	11,250
Planning Services	2,641,463	1,391,923	1,299,691	92,232
Police	81,846,390	42,639,767	43,699,598	(1,059,831)
Police Ombudsman	496,051	245,056	256,836	(11,780)
Community Justice Services	2,052,673	980,951	973,497	7,454
Public Affairs/Communications	1,289,469	662,827	696,821	(33,994)
Public Defender	3,230,418	1,696,837	1,826,430	(129,592)
TOTAL	240,941,588	132,394,745	134,296,690	(1,901,946)

Through July, overall General Fund spending appears to be over budget *projections*. As mentioned before in this report, the City operates under cash accounting throughout the year, meaning accruals are not made, and the City budgets annual figures, meaning monthly budgets are calculated. Due to these circumstances, variance reporting is very sensitive to actuals. For this report, several General Fund departments appear to be trending over budget, however, only Human Resources, Legal, Public Defender and Fire are on a watch list for potentially going over budget at year's end. Human Resources used contractual services at the beginning of the year while understaffed, while demands for Fire, Legal and Public Defender services has increased.

July 2023 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

Expense Category	2023 Amended Budget	Budget YTD*	Actuals YTD	YTD Variance (Unfavorable)/ Favorable
51000 SALARIES & WAGES	85,630,040	49,950,857	46,216,311	3,734,546
52000 PERSONNEL BENEFITS	23,373,732	13,011,810	12,704,178	307,632
53000 SUPPLIES	2,092,068	1,154,345	1,045,332	109,012
54000 OTHER SERVICES & CHARGES	18,483,974	7,794,248	7,811,935	(17,687)
56000 CAPITAL OUTLAY	148,767	87,401	4,975	82,426
59000 INTERFUND PAYMENT FOR SERVICES	14,647,821	8,456,982	9,143,416	(686,434)
59950 RESERVE FOR BUDGET ADJUSTMENT	146,822	0	0	0
80100 OPERATING TRANSFERS OUT	96,418,363	51,385,166	57,370,480	(5,985,314)

EXPENDITURE OVERVIEW

Other Services & Charges has an unfavorable variance mostly because membership dues were paid for at the beginning of the year. Furthermore, plenty of security has been paid for at both the Tapio center and the Community Courts. The Interfund Payment for Services over budget is caused by one Internal Service department billing annually at the beginning of the year rather than throughout the year and some Fleet charges being caught up in July. Finally, Operating Transfers Out are over budget because Fire has received two advances so far this year which is typical before May property taxes are received. In the second half of the year, they will receive two fewer transfers to even it out. Additionally, the transfers out budget is weighted heavily in December due to last year’s Fire retro pay.

WATCH LIST

At this time there are no significant variances within the General Fund that warrant further budget adjustment; however, Human Resources, Legal, Public Defender and Fire are being watched.

GENERAL FUND FINANCIAL AND RESERVE SUMMARY
 July 31, 2023

BEGINNING BALANCES (actual as of 12/31/2022, unaudited)		<u>Actual %</u>
--Assigned Funds for Encumbrance Rollover	3,286,971	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	3.2%
--Contingency Reserve Balance (target 10.0% of expenditures)	21,065,706	9.2%
--Unappropriated Fund Balance	<u>7,575,426</u>	
Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated)	36,004,033	
<i>Total's (less Encumbrance Rollover) % of Adopted Expenses</i>	15.7%	

2023 Adopted General Fund Revenues	228,882,286
Add - 2023 Approved Budget Changes QR1	-
Add - 2023 Approved Budget Changes QR2	8,801,700
Add - 2023 Approved Budget Changes QR3	
Add - 2023 Approved Budget Changes QR4	
Amended General Fund Revenue	237,683,986

2023 Adopted General Fund Expenses	228,689,174
Add - 2022 Encumbrance Rollovers	3,286,971
Add - 2023 Approved Budget Changes QR1	-
Add - 2023 Approved Budget Changes QR2	8,965,443
Add - 2023 Approved Budget Changes QR3	
Add - 2023 Approved Budget Changes QR4	
Amended General Fund Expenses	240,941,588

ENDING BALANCES	CALCULATED	<u>Actual %</u>
--Assigned Funds for Encumbrance Rollover	-	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	3.2%
--Contingency Reserve Balance (target 10.0% of expenditures)	21,065,706	9.2%
--Unappropriated Fund Balance	<u>7,604,795</u>	
Total Available Reserves	36,033,402	
<i>Total's % of Adopted Expenditures</i>	15.8%	
<i>Unappropriated's % of Adopted Expenditures</i>	3.3%	

DIFFERENCE FROM RESERVE ACCOUNT TARGETS	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	647,979
--Contingency Reserve Balance (target 10.0% of expenditures)	<u>1,803,211</u>
	2,451,190

July 2023 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

OTHER FUND REVENUES

Department	2023 Amended Budget	Budget YTD*	Actuals YTD	\$ Variance
1100 STREET FUND	30,693,756	16,527,407	7,635,446	(8,891,961)
1200 CODE ENFORCEMENT FUND	3,484,818	1,876,440	2,223,562	347,122
1300 LIBRARY FUND	12,367,348	6,659,341	7,736,527	1,077,186
1340 HISTORIC PRESERVATION INCENTIV	8,650	4,658	5,190	532
1350 PENSION CONTRIBUTIONS FUND	9,797,405	5,275,526	3,342,383	(1,933,143)
1360 MISCELLANEOUS GRANTS FUND	3,017,876	1,625,010	433,839	(1,191,172)
1370 DOMESTIC VIOLENCE PREVENTION	500	269	569	300
1380 TRAFFIC CALMING MEASURES	7,331,094	3,947,512	3,913,325	(34,187)
1390 URBAN FORESTRY FUND	20,000	10,769	4,000	(6,769)
1400 PARKS AND RECREATION FUND	24,309,223	13,089,582	13,728,404	638,823
1425 AMERICAN RESCUE PLAN	0	0	49,000	49,000
1440 FIRE GRANTS MISCELLANEOUS	591,508	318,504	41,043	(277,461)
1460 PARKING METER REVENUE FUND	6,365,900	3,427,792	2,491,951	(935,842)
1500 PATHS AND TRAILS RESERVE FUND	135,500	72,962	33,709	(39,253)
1540 HUMAN SERVICES GRANTS FUND	17,745,156	9,555,084	8,084,720	(1,470,364)
1541 CONTINUUM OF CARE	7,640,796	4,114,275	65,310	(4,048,965)
1560 FORFEITURES & CONTRIBUTION FND	395,868	213,160	186,780	(26,380)
1570 INTERMODAL FACILITY OPERATION	0	0	0	-
1590 HOTEL/MOTEL TAX FUND	4,518,803	2,433,202	2,088,562	(344,640)
1595 HOUSING SALES TAX	6,000,000	3,230,769	2,951,820	(278,949)
1610 REET 2ND QUARTER PERCENT	6,000,000	3,230,769	2,299,236	(931,533)
1615 REET 1ST QUARTER PERCENT	6,000,000	3,230,769	2,181,431	(1,049,338)
1620 PUBLIC SAFETY & JUDICIAL GRANT	2,929,877	1,577,626	838,157	(739,470)
1625 PUBLIC SAFETY PERSONNEL FUND	6,710,280	3,613,228	3,751,241	138,014
1630 COMBINED COMMUNICATIONS CENTER	0	0	0	-
1640 COMMUNICATIONS BLDG M&O FUND	286,692	154,373	0	(154,373)
1650 COMMUNITY DEVELOPMENT FUND	15,000	8,077	4,888	(3,189)

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II. Other Funds Financial Summary
City of Spokane

1690 COMM DEVELOPMENT BLOCK GRANTS	10,230,000	5,508,462	41,622	(5,466,839)
1695 CDBG REVOLVING LOAN FUND	2,000,000	1,076,923	536,303	(540,620)
1700 MISC COMMUNITY DEVPMT GRANTS	4,719,000	2,541,000	17,161	(2,523,839)
1710 HOME ENTITLEMENT PROGRAM	5,400,000	2,907,692	-58,938	(2,966,630)
1715 HOME REVOLVING LOAN FUND	385,000	207,308	31,806	(175,502)
1720 HOUSING ASSISTANCE PROGRAM	2,500	1,346	3,896	2,550
1725 AFFORDABLE & SUPTIVE HOUSING	400,000	215,385	74,397	(140,988)
1760 EMERGENCY RENTAL ASSTNCE GRANT	485,296	261,313	1,105,110	843,797
1770 HOUSING TRUST GRANT FUND	1,600	862	3,764	2,903
1780 RENTAL REHABILITATION FUND	51,150	27,542	12,239	(15,303)
1890 TRIAL COURT IMPROVEMENT FUND	64,608	34,789	33,150	(1,639)
1910 CRIMINAL JUSTICE ASSISTANCE FD	7,078,000	3,811,231	2,791,129	(1,020,102)
1920 FINANCIAL PARTNERSHIP FUND	189,815	102,208	0	(102,208)
1940 CHANNEL FIVE EQUIPMENT RESERVE	230,430	124,078	105,068	(19,010)
1950 PARK CUMULATIVE RESERVE FUND	4,192,500	2,257,500	2,236,131	(21,369)
1970 FIRE/EMS FUND	68,996,643	37,152,039	42,536,185	5,384,146
1980 DEFINED CONTRIBUTION ADMIN FND	75,000	40,385	0	(40,385)
1985 VOYA DEFINED CONTR ADMIN FUND	46,000	24,769	12,663	(12,106)
1990 TRANSPORTATION BENEFIT FUND	3,277,827	1,764,984	1,957,702	192,718
2100 GO BOND REDEMPTION FUND	17,160,562	9,240,303	6,634,028	(2,606,275)
2300 SPECIAL ASSESSMENT DEBT FUND	530,000	285,385	83,572	(201,813)
2350 SPECIAL ASSESSMENT GUARANTY FD	2,500	1,346	0	(1,346)
2500 IRON BRIDGE TIF DEBT SERVICE	101,361	54,579	52,113	(2,466)
2502 UNIVERSITY DISTRICT LRF DS	275,000	148,077	44,820	(103,257)
3200 ARTERIAL STREET FUND	51,564,939	27,765,736	16,206,107	(11,559,629)
3346 UTGO 2015 PARKS	0	0	19,588	19,588
3365 2018 UTGO LIBRARY CAPITAL BOND	0	0	62,410	62,410
3495 CAPITAL IMPROVEMENTS 1995	0	0	0	-

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II. Other Funds Financial Summary
City of Spokane

3500 KENDALL YARDS TIF	400,000	215,385	178,429	(36,955)
3501 WEST QUADRANT TIF	465,000	250,385	319,566	69,182
3502 UNIVERSITY DISTRICT LRF	195,000	105,000	94,157	(10,843)
4100 WATER DIVISION	53,217,064	28,655,342	25,097,820	(3,557,522)
4210 WATER/WW DEBT SERVICE FUND	13,548,028	7,295,092	2,609,014	(4,686,078)
4250 INTEGRATED CAPITAL MANAGEMENT	93,821,036	50,519,019	28,880,055	(21,638,965)
4300 SEWER FUND	0	0	-107,282	(107,282)
4310 SEWER MAINTENANCE DIVISION	50,136,858	26,996,770	31,808,653	4,811,884
4320 RIVERSIDE PARK RECLAMATION FAC	7,985,294	4,299,774	11,583,788	7,284,014
4330 STORMWATER	8,975,577	4,833,003	85,468	(4,747,536)
4360 ENVIRONMENTAL PROGRAMS	608,549	327,680	0	(327,680)
4370 SEWER CONSTRUCTION FUND	0	0	1,007,064	1,007,064
4480 SOLID WASTE FUND	0	0	116,800	116,800
4490 SOLID WASTE DISPOSAL	24,063,266	12,957,143	12,968,494	11,350
4500 SOLID WASTE COLLECTION	64,668,100	34,821,285	34,948,273	126,988
4530 SOLID WASTE LANDFILLS	421,263	226,834	214,637	(12,197)
4600 GOLF FUND	4,924,818	2,651,825	3,760,984	1,109,158
4700 DEVELOPMENT SVCS CENTER	9,407,000	5,065,308	4,687,376	(377,932)
5100 FLEET SERVICES FUND	17,403,857	9,371,308	8,673,252	(698,056)
5110 FLEET SVCS EQUIP REPL FUND	2,802,447	1,509,010	1,361,581	(147,429)
5200 PUBLIC WORKS AND UTILITIES	6,289,180	3,386,482	3,948,093	561,612
5300 IT FUND	14,269,832	7,683,756	7,114,090	(569,666)
5310 IT CAPITAL REPLACEMENT FUND	1,835,897	988,560	778,819	(209,741)
5400 REPROGRAPHICS FUND	762,584	410,622	251,326	(159,296)
5500 PURCHASING & STORES FUND	1,323,645	712,732	799,258	86,526
5600 ACCOUNTING SERVICES	5,781,275	3,112,994	3,753,915	640,921
5700 MY SPOKANE	1,921,854	1,034,844	960,931	(73,914)
5750 OFFICE OF PERFORMANCE MGMT	1,644,489	885,494	1,402,431	516,937
5800 RISK MANAGEMENT FUND	7,165,000	3,858,077	4,921,331	1,063,254
5810 WORKERS' COMPENSATION FUND	6,829,500	3,677,423	5,290,175	1,612,752
5820 UNEMPLOYMENT COMPENSATION FUND	304,000	163,692	227,731	64,039
5830 EMPLOYEES BENEFITS FUND	46,270,354	24,914,806	26,664,445	1,749,639
5900 FACILITIES MANAGEMENT FUND OPS	5,357,185	2,884,638	2,474,497	(410,141)

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II. Other Funds Financial Summary

City of Spokane

5901 ASSET MANAGEMENT FUND CAPITAL	11,122,121	5,988,834	4,015,138	(1,973,696)
5902 PROPERTY ACQUISITION POLICE	3,484,947	1,876,510	5,053,205	3,176,695
5903 PROPERTY ACQUISITION FIRE	5,106,505	2,749,657	1,757,224	(992,432)
5904 FACILITIES CAPITAL	8,136,946	4,381,432	2,129,115	(2,252,318)
6010 FINCH MEMORIAL ARBORETUM FUND	8,000	4,308	4,902	594
6100 RETIREMENT	28,302,000	15,239,538	25,999,158	10,759,619
6200 FIREFIGHTERS' PENSION FUND	4,998,349	2,691,419	3,286,784	595,365
6230 BUILDING CODE RECORDS MGMT	60,000	32,308	27,640	(4,668)
6250 MUNICIPAL COURT	1,500,100	807,746	375,470	(432,276)
6300 POLICE PENSION	3,579,556	1,927,453	1,370,113	(557,340)
6730 PARKING & BUSINESS IMPROV DIST	0	0	1,604,984	1,604,984
TOTAL	852,922,257	459,265,831	411,132,016	(48,133,815)

OTHER FUND EXPENSES

Department	2023 Amended Budget	Budget YTD*	Actuals YTD	\$ Variance
1100 STREET FUND	37,189,275	20,024,994	14,935,914	5,089,081
1200 CODE ENFORCEMENT FUND	3,630,465	1,954,866	1,796,373	158,492
1300 LIBRARY FUND	12,689,621	6,832,873	7,078,249	(245,376)
1340 HISTORIC PRESERVATION INCENTIV	15,000	8,077	-	8,077
1350 PENSION CONTRIBUTIONS FUND	9,797,405	5,275,526	3,204,727	2,070,799
1360 MISCELLANEOUS GRANTS FUND	3,017,880	1,625,012	328,731	1,296,282
1370 DOMESTIC VIOLENCE PREVENTION	500	269		269
1380 TRAFFIC CALMING MEASURES	13,682,886	7,367,708	2,010,028	5,357,680
1390 URBAN FORESTRY FUND	20,000	10,769		10,769
1400 PARKS AND RECREATION FUND	24,976,570	13,448,922	12,992,624	456,299
1425 AMERICAN RESCUE PLAN	63,757,271	34,330,838	10,278,554	24,052,285
1440 FIRE GRANTS MISCELLANEOUS	591,509	318,505	63,520	254,985
1460 PARKING METER REVENUE FUND	5,986,429	3,223,462	1,634,619	1,588,843
1500 PATHS AND TRAILS RESERVE FUND	781,947	421,048	11,452	409,596
1510 SPOKANE REG EMERG COM SYS		-	-	-
1540 HUMAN SERVICES GRANTS FUND	27,738,148	14,935,926	12,792,471	2,143,455

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1541 CONTINUUM OF CARE	11,986,458	6,454,247	1,940,715	4,513,532
1560 FORFEITURES & CONTRIBUTION FND	672,180	361,943	81,695	280,248
1590 HOTEL/MOTEL TAX FUND	4,773,755	2,570,483	1,419,091	1,151,392
1595 HOUSING SALES TAX	3,214,350	1,730,804	1,223,908	506,896
1610 REET 2ND QUARTER PERCENT	16,617,770	8,948,030	1,809,101	7,138,929
1615 REET 1ST QUARTER PERCENT	19,503,129	10,501,685	2,060,266	8,441,419
1620 PUBLIC SAFETY & JUDICIAL GRANT	2,858,303	1,539,086	850,331	688,755
1625 PUBLIC SAFETY PERSONNEL FUND	11,884,753	6,399,483	4,178,150	2,221,333
1630 COMBINED COMMUNICATIONS CENTER		-	-	-
1640 COMMUNICATIONS BLDG M&O FUND	342,310	184,321	155,218	29,102
1650 COMMUNITY DEVELOPMENT FUND	45,000	24,231	4,907	19,324
1680 CD/HS OPERATIONS	938	505	190,872	(190,367)
1690 COMM DEVELOPMENT BLOCK GRANTS	12,837,910	6,912,721	2,951,553	3,961,168
1695 CDBG REVOLVING LOAN FUND	4,003,823	2,155,905	622,672	1,533,233
1700 MISC COMMUNITY DEVPMENT GRANTS	6,088,908	3,278,643	91,302	3,187,341
1710 HOME ENTITLEMENT PROGRAM	5,438,634	2,928,495	129,552	2,798,944
1715 HOME REVOLVING LOAN FUND	1,085,000	584,231		584,231
1720 HOUSING ASSISTANCE PROGRAM	177,500	95,577		95,577
1725 AFFORDABLE & SUPTIVE HOUSING	978,700	526,992	529,432	(2,440)
1760 EMERGENCY RENTAL ASSTNCE GRANT	1,354,041	729,099	1,133,487	(404,388)
1770 HOUSING TRUST GRANT FUND	211,600	113,938		113,938
1780 RENTAL REHABILITATION FUND	411,150	221,388	7,855	213,534
1890 TRIAL COURT IMPROVEMENT FUND	64,608	34,789		34,789
1910 CRIMINAL JUSTICE ASSISTANCE FD	17,153,268	9,236,375	6,987,055	2,249,320
1920 FINANCIAL PARTNERSHIP FUND	1,076,680	579,751	95,092	484,658
1940 CHANNEL FIVE EQUIPMENT RESERVE	230,433	124,079	65,190	58,889
1950 PARK CUMULATIVE RESERVE FUND	7,754,293	4,175,389	3,025,956	1,149,432
1970 FIRE/EMS FUND	69,780,572	37,574,154	39,896,155	(2,322,001)

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II. Other Funds Financial Summary
City of Spokane

1980 DEFINED CONTRIBUTION ADMIN FND	68,800	37,046	27,503	9,544
1985 VOYA DEFINED CONTR ADMIN FUND	45,913	24,722	15,832	8,891
1990 TRANSPORTATION BENEFIT FUND	9,046,763	4,871,334	2,754,879	2,116,455
2100 GO BOND REDEMPTION FUND	17,160,562	9,240,303	3,945,786	5,294,516
2300 SPECIAL ASSESSMENT DEBT FUND	183,982	99,067	569	98,498
2350 SPECIAL ASSESSMENT GUARANTY FD	8,000	4,308	6,867	(2,559)
2500 IRON BRIDGE TIF DEBT SERVICE	101,361	54,579	50,781	3,798
2502 UNIVERSITY DISTRICT LRF DS	224,225	120,737	112,317	8,420
3160 GENERAL CAPITAL IMPROVEMENTS	40,000	21,538		21,538
3200 ARTERIAL STREET FUND	52,074,930	28,040,347	10,675,473	17,364,874
3346 UTGO 2015 PARKS	958,650	516,196	460,328	55,868
3365 2018 UTGO LIBRARY CAPITAL BOND	9,715,096	5,231,206	3,918,045	1,313,160
3495 CAPITAL IMPROVEMENTS 1995	40,778	21,957		21,957
3500 KENDALL YARDS TIF	400,000	215,385	178,410	36,974
3501 WEST QUADRANT TIF	1,953,935	1,052,119	0	1,052,119
3502 UNIVERSITY DISTRICT LRF	195,000	105,000	-	105,000
4100 WATER DIVISION	83,453,841	44,936,684	26,943,221	17,993,463
4210 WATER/WW DEBT SERVICE FUND	13,548,028	7,295,092	763,363	6,531,729
4250 INTEGRATED CAPITAL MANAGEMENT	122,814,106	66,130,672	31,650,830	34,479,842
4310 SEWER MAINTENANCE DIVISION	40,478,221	21,795,965	15,351,410	6,444,555
4320 RIVERSIDE PARK RECLAMATION FAC	36,084,399	19,430,061	21,205,826	(1,775,764)
4330 STORMWATER	8,736,045	4,704,024	2,664,331	2,039,693
4360 ENVIRONMENTAL PROGRAMS	565,296	304,390	215,147	89,243
4370 SEWER CONSTRUCTION FUND	1,634,663	880,203	1,061,323	(181,120)
4490 SOLID WASTE DISPOSAL	45,706,943	24,611,431	22,263,400	2,348,031
4500 SOLID WASTE COLLECTION	63,230,438	34,047,159	29,681,059	4,366,100
4530 SOLID WASTE LANDFILLS	701,000	377,462	278,030	99,432
4600 GOLF FUND	5,372,072	2,892,654	2,581,100	311,554
4700 DEVELOPMENT SVCS CENTER	10,680,646	5,751,117	4,389,186	1,361,931
5100 FLEET SERVICES FUND	17,749,823	9,557,597	9,236,407	321,190
5110 FLEET SVCS EQUIP REPL FUND	5,749,228	3,095,738	1,266,108	1,829,630
5200 PUBLIC WORKS AND UTILITIES	6,057,383	3,261,668	2,786,457	475,210
5300 IT FUND	14,903,444	8,024,931	8,211,295	(186,364)

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II. Other Funds Financial Summary

City of Spokane

5310 IT CAPITAL REPLACEMENT FUND	2,021,996	1,088,767	489,330	599,437
5400 REPROGRAPHICS FUND	727,995	391,997	327,098	64,899
5500 PURCHASING & STORES FUND	1,321,172	711,400	610,036	101,364
5600 ACCOUNTING SERVICES	5,777,678	3,111,058	2,864,826	246,232
5700 MY SPOKANE	1,924,347	1,036,187	948,255	87,932
5750 OFFICE OF PERFORMANCE MGMT	1,644,917	885,725	591,348	294,377
5800 RISK MANAGEMENT FUND	7,242,690	3,899,910	2,697,200	1,202,710
5810 WORKERS' COMPENSATION FUND	6,795,476	3,659,103	3,336,219	322,884
5820 UNEMPLOYMENT COMPENSATION FUND	588,482	316,875	130,188	186,687
5830 EMPLOYEES BENEFITS FUND	47,864,185	25,773,023	25,523,071	249,952
5900 FACILITIES MANAGEMENT FUND OPS	7,179,534	3,865,903	2,132,343	1,733,560
5901 ASSET MANAGEMENT FUND CAPITAL	12,348,846	6,649,379	9,470,379	(2,821,000)
5902 PROPERTY ACQUISITION POLICE	8,173,586	4,401,162	697,174	3,703,988
5903 PROPERTY ACQUISITION FIRE	6,300,036	3,392,327	2,342,457	1,049,870
5904 FACILITIES CAPITAL	8,652,059	4,658,801	1,223,501	3,435,300
6010 FINCH MEMORIAL ARBORETUM FUND	8,000	4,308		4,308
6100 RETIREMENT	40,444,242	21,777,669	22,211,771	(434,103)
6200 FIREFIGHTERS' PENSION FUND	5,242,195	2,822,720	2,557,428	265,292
6230 BUILDING CODE RECORDS MGMT	60,000	32,308	23,457	8,851
6250 MUNICIPAL COURT	1,500,100	807,746	340,008	467,738
6300 POLICE PENSION	3,579,037	1,927,174	1,760,936	166,238
6730 PARKING & BUSINESS IMPROV DIST	75,000	40,385	37,267	3,118
TOTAL	1,143,576,118	615,771,756	419,586,390	196,185,366

Capital Improvement Program: FY 2023 Project Status Report

Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
0410-700 - Facilities	FAC-2018-148 - Citywide General Facility Maintenance	244,381	
0410-700 - Facilities	FAC-2019-24 - City Hall Roof Replacement	1,200,000	90% complete
0410-700 - Facilities	FAC-2019-3 - City Hall HVAC Upgrade Phase II	1,267,500	Will begin after Citywide Phase 1 is completed
0410-700 - Facilities	FAC-2021-38 - Citywide HVAC Controls Upgrade Phase 1	593,000	Currently in process of gathering all necessary information
0410-700 - Facilities	FAC-2022-1500 - Meter Shop Windows	200,000	Cancelled
0410-700 - Facilities	FAC-2023-1502 - Police Evidence Building - Exterior Wall Treatment	200,000	To begin in July 2023
0410-700 - Facilities	FAC-2023-1544 - City Hall Reconfiguration Implementation	250,000	To begin after a City Hall Space Utilization Plan is adopted
0410-700 - Facilities Total		3,954,881	
			40 ACL2 charging stations are complete at various City Facilities. Awaiting site selection for DCL3 Fast Charger. RNG expansion is underway for SWC.
0410-800 - Fleet	FLT-2023-1494 - Establishing Clean Fuel Infrastructure	300,000	
0410-800 - Fleet Total		300,000	
			\$150k target turning system won't be used/\$70k flooring project is underway
0680-150 - Police Facilities	SPD-2022-1545 - Police Academy Upgrades & Remodel	220,000	
0680-150 - Police Facilities Total		220,000	
0680-800 - Police Capital	SPD-2012-224 - SPD Fleet	351,726	Pending arrival of ordered vehicles
0680-800 - Police Capital	SPD-2014-172 - Patrol Rugged Laptops and Tablets	70,500	Planned for procurement
0680-800 - Police Capital	SPD-2014-177 - Specialty Team Protective Gear/Equipment and Gun Replacement	341,060	In Procurement
0680-800 - Police Capital	SPD-2014-190 - Desktop/Laptop Computers	213,300	Planned for procurement
0680-800 - Police Capital	SPD-2020-61 - Forensic Equipment	32,000	Planned for procurement
0680-800 - Police Capital	SPD-2022-1566 - Department Software & Large IT Equipment	290,050	In Procurement
0680-800 - Police Capital	SPD-2022-1567 - Conference Room IT/Comm Upgrades	100,000	Planned for procurement
0680-800 - Police Capital	SPD-2022-1576 - Gunshot Detection System	1,843,500	Has been pushed back to 2024 and beyond
0680-800 - Police Capital Total		3,242,136	
			The Parking System Upgrade is still in progress. We have completed device installation in the most high use area of the downtown core. We are awaiting more new devices as well as signage to complete the next round of device installation.
0750-600 - Parking System	CED-2019-69 - Parking System Upgrade	1,200,000	
0750-600 - Parking System Total		1,200,000	
1300-500 - Library Capital	LIB-2018-144 - Replacement Delivery Truck	70,000	
1300-500 - Library Capital Total		70,000	
			<u>Ongoing</u> - design completed. Bidding in summer, construction start in fall 2023.
1400-600 - Parks Capital	PKS-2012-275 - Ops - Coeur d'Alene Park Irrigation	250,000	
			<u>Substantially Complete</u> . Awaiting final retainage authorization by WA State.
1400-600 - Parks Capital	PKS-2012-286 - Ops - Don Kardong Bridge	175,000	
1400-600 - Parks Capital	PKS-2012-291 - Adm - Computer/Hardware Replacement - System Wide	50,000	<u>Ongoing</u> . Completion expected in late summer 2023.
1400-600 - Parks Capital	PKS-2012-302 - Rec - Minnehaha Park Redevelopment	30,000	<u>Not Yet Started</u> . Design scheduled to begin in Fall 2023.
			<u>Deferred to 2024</u> . Requires adjacent development work to begin before commencing this work.
1400-600 - Parks Capital	PKS-2012-303 - Rec - SE Sports Complex Renovations	150,000	
			<u>In Construction</u> . Substantial completion expected in early fall 2023.
1400-600 - Parks Capital	PKS-2012-316 - Ops - Liberty Park Playground & Restroom Improvements	460,000	
			<u>Deferred to 2025</u> . Funds shifted to complete irrigation work @ Liberty Park concurrent with playground work.
1400-600 - Parks Capital	PKS-2012-330 - Ops - Franklin Park Irrigation	50,000	
			<u>Ongoing</u> . Design scheduled to begin in Summer 2023. Construction not yet fully funded. Construction as early as 2024 and as late as 2025.
1400-600 - Parks Capital	PKS-2012-333 - Ops - Cannon Hill Park Irrigation & Pond	750,000	
			<u>Ongoing</u> . Design contracted and in progress. Design completion expected by year end.
1400-600 - Parks Capital	PKS-2013-136 - Rec - Make Beacon Hill Public - Phase 2	150,000	

Capital Improvement Program: FY 2023 Project Status Report

Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
1400-600 - Parks Capital	PKS-2014-201 - RFP - Non-Bond Projects	75,000	<u>Substantially Complete.</u> Implemented repairs @ theme stream and skyride.
1400-600 - Parks Capital	PKS-2015-137 - Rec - Dwight Merkel Synthetic Field Enhancements	200,000	<u>Ongoing.</u> Annual debt service payment for work previously completed.
1400-600 - Parks Capital	PKS-2016-1571 - OPS - Corbin Park Sport Court Replacement	225,000	<u>Bidding for Construction.</u> Construction expected in fall of 2024.
1400-600 - Parks Capital	PKS-2017-53 - Ops - Park Irrigation Vaults	50,000	<u>In Construction.</u> Funding work within Liberty Park concurrent with playground work.
1400-600 - Parks Capital	PKS-2017-56 - Ops - Park-Wide Irrigation Controller Upgrades	15,000	<u>In Construction.</u> Funding work within Liberty Park concurrent with playground work.
1400-600 - Parks Capital	PKS-2018-107 - UF - Riverfront 2:1 Tree Replacement (Parkwide)	67,000	<u>Ongoing.</u> Plantings being incorporated in other projects as appropriate.
1400-600 - Parks Capital	PKS-2018-64 - UF - Susie Stephens Trail - Phase 1	10,000	<u>In Construction.</u> Substantial completion expected in late summer 2023.
1400-600 - Parks Capital	PKS-2019-39 - Ops - Meadowglen Park Development	75,000	<u>Not Yet Started.</u> Design scheduled to begin in Fall 2023.
1400-600 - Parks Capital	PKS-2022-1570 - OPS - Franklin Park East-West Pathway	75,000	<u>Not Yet Started.</u> Design scheduled to begin in Fall 2023.
1400-600 - Parks Capital Total		2,857,000	
1400-700 - Golf	GLF-2013-62 - Golf - On Course Renovations	100,000	<u>Substantially Complete.</u> Downriver golf course forest health management
1400-700 - Golf	GLF-2013-63 - Golf - Facilities Renovations	300,000	<u>Ongoing.</u> 1 of 2 planned projects completed - Downriver Roof renovation. Second project, esmeralda golf course furnace replacement planned in fall 2023.
1400-700 - Golf	GLF-2016-142 - Golf - Golf Course Strategic Investments	150,000	<u>Substantially Complete.</u> Downriver Golf Course Irrigation planned retainage release not yet authorized by WA state.
1400-700 - Golf	GLF-2016-143 - Golf - Computer/Hardware Replacement Funding	10,000	<u>Complete.</u> Computer replacements @ clubhouses.
1400-700 - Golf Total		560,000	
1970-300 - Fire Facilities	SFD-2017-130 - Fire Facilities: Critical Roof Replacements	120,000	In Procurement
1970-300 - Fire Facilities	SFD-2020-63 - Fire Facilities: Urgent Repair Fieldhouse & Training Bldg.	60,000	In Procurement
1970-300 - Fire Facilities	SFD-2021-103 - Fire Facilities: CCB Roof Replacement	622,000	Roof A complete, moving to roof B
1970-300 - Fire Facilities	SFD-2021-104 - Fire Facilities: CCB UPS Replacement	240,000	In Procurement
1970-300 - Fire Facilities	SFD-2021-1575 - Fire Site Study	400,000	Near completion; regular updates provided at PSCHC
1970-300 - Fire Facilities	SFD-2021-95 - Fire Facilities: HVAC and Mechanical Systems	140,000	In Procurement
1970-300 - Fire Facilities	SFD-2021-98 - Fire Facilities: Dispatch Chiller replacement	182,000	In Procurement
1970-300 - Fire Facilities Total		1,764,000	
1970-800 - Fire Capital	SFD-2012-444 - Equipment: Personal Protective Equip (Structural)	489,265	In Procurement
1970-800 - Fire Capital	SFD-2012-449 - Equipment: IMS for FD Facilities & Apparatus	611,200	In Procurement
1970-800 - Fire Capital	SFD-2012-451 - Equipment: Apparatus, Operations & Training	298,171	In Procurement
1970-800 - Fire Capital Total		1,398,636	
5200-300 - Street Maintenance	STR-2017-83 - Replacement 6-Wheel Dump Trucks - 2023 (x2)	400,000	PO created vehicles on order or received
5200-300 - Street Maintenance	STR-2017-84 - Replacement Street Sweeper 2023	400,000	PO created vehicles on order or received
5200-300 - Street Maintenance	STR-2017-85 - Replace 3 Each: 10-Wheel Dump Trucks - 2023	900,000	PO created vehicles on order or received
5200-300 - Street Maintenance	STR-2020-76 - Ford Explorer	32,000	vehcile not ordered, delayed to 2024 CIP
5200-300 - Street Maintenance	STR-2021-58 - Replace 6-Wheel Crackseal Truck in 2023	100,000	vehicle canceled will evaluate in future CIP years as need arises
5200-300 - Street Maintenance	STR-2021-59 - Replace F-250 Radio Truck in 2023	60,000	have not placed vehicle order yet
5200-300 - Street Maintenance	STR-2021-90 - Street Department Snow Maintenance Facility Improvements	1,000,000	in progress, uncertain due to funding
5200-300 - Street Maintenance	STR-2022-1525 - Residential Grind & Overlay Projects	1,201,633	current Residential G&O projects in construction or design phase

Capital Improvement Program: FY 2023 Project Status Report

Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
5200-300 - Street Maintenance	STR-2022-1526 - Residential Chip Seal Projects	1,782,130	current Residential Chip Seal projects in construction or design phase
5200-300 - Street Maintenance	STR-2022-1527 - Residential Crack Seal Work	400,000	construction in progress
5200-300 - Street Maintenance	STR-2022-1528 - Paving Unpaved Roadway Program	700,000	current Paving Unpaved Roadway projects in construction or design phase
5200-300 - Street Maintenance	STR-2022-1529 - Transportation Benefit District New Sidewalk Program	600,000	no activity
5200-300 - Street Maintenance	STR-2022-1543 - 2022 Business Area Grind and Overlay	4,034,500	project is awarded construction in progress no activity, not performing Slurry Seal or Micro Overlay
5200-300 - Street Maintenance	STR-2022-1563 - Residential Slurry Seal and Micro Overlay Projects	300,000	projects
5200-300 - Street Maintenance	STR-2022-1564 - Street Capital Enhancement Maintenance Projects	4,000,000	current Streets work in progress
5200-300 - Street Maintenance Total		15,910,263	
5200-400 - Streets Capital (Arterial)	STR-2012-100 - Minor Construction Assistance	40,000	current year project in progress
5200-400 - Streets Capital (Arterial)	STR-2012-26 - Post Street Replacement Bridge	825,841	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2012-63 - Bike Route Signing and Striping	10,000	current year project in progress
5200-400 - Streets Capital (Arterial)	STR-2012-99 - General Engineering-Street	625,000	current year project in progress
5200-400 - Streets Capital (Arterial)	STR-2014-23 - Traffic Calming Program	550,000	current Traffic Calming projects in construction or design phase
5200-400 - Streets Capital (Arterial)	STR-2015-10 - TJ Meenach Dr, TJ Meenach Bridge to Northwest Blvd	500,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2015-17 - Ray-Thor St, 17th Ave to Hartson Ave	352,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2016-13 - Sunset Highway Bike Path - Royal to Deer Heights - Design	50,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2016-33 - Transportation Benefit District (TBD) Sidewalk Program	400,000	current TBD Sidewalk projects in construction or design phase
5200-400 - Streets Capital (Arterial)	STR-2016-79 - Riverside Avenue, Monroe St to Wall St	100,000	construction complete, finalized in 2023
5200-400 - Streets Capital (Arterial)	STR-2018-10 - Broadway Avenue – Ash to Post	50,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2018-101 - Thor and Freya St, Hartson to Sprague Ave, Et. Al.	2,217,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2018-17 - Aubrey L. White Parkway, Downriver to Treatment Plant	50,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2018-20 - South Gorge Trail Connection - Main Ave to CSO 26	170,000	recently bid, construction anticipated in Fall, 2023.
5200-400 - Streets Capital (Arterial)	STR-2018-3 - Wellesley Ave, Freya St to Havana St	87,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2018-4 - Hatch Rd Bridge Deck Replacement	183,500	construction complete, finalized in 2023
5200-400 - Streets Capital (Arterial)	STR-2018-6 - Spokane Falls Blvd – Post to Division	75,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2018-66 - Holland Avenue, Normandy St to Colton St	1,550,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2019-6 - NSC - Wellesley Avenue PH 2, Haven to Market	550,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2019-87 - School Safety Program	1,600,000	current School Safety projects in construction or design phase current Flex Paving projects in construction or design phase or
5200-400 - Streets Capital (Arterial)	STR-2019-88 - Flexible Arterial Maintenance Program	7,000,000	postponed due to funding
5200-400 - Streets Capital (Arterial)	STR-2020-18 - Meadow Lane Rd. / US 195 Intersection	10,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2020-19 - Garland Pathway	1,435,660	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2020-20 - Freya Ave. / Palouse Highway Roundabout	39,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2020-21 - NSC - 2nd & 3rd Fiber Reroute	520,000	no activity in project
5200-400 - Streets Capital (Arterial)	STR-2020-29 - Riverside Ave, Monroe St to Division St	300,000	construction complete, finalized in 2023
5200-400 - Streets Capital (Arterial)	STR-2020-4 - NSC - Ralph Street Improvements	210,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2021-1 - 44th Avenue - Crestline to Altamont	45,000	constructino substantially complete
5200-400 - Streets Capital (Arterial)	STR-2021-3 - Boone Ave. Protected Bike Lanes - Howard to Ruby	50,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2021-4 - Division Street Pedestrian Hybrid Beacons	1,300,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2021-5 - Driscoll - Alberta - Cochran Sidewalk	1,783,602	construction in progress Phase 1 (sidewalk) construction finalized in 2022; Phase 2
5200-400 - Streets Capital (Arterial)	STR-2021-6 - Riverside Ave., Grant to Sherman	30,000	(street/utilities) TBD
5200-400 - Streets Capital (Arterial)	STR-2022-1463 - Maple Street Bridge Deck Repair	350,000	design complete, bidding mid-summer 2023.

Capital Improvement Program: FY 2023 Project Status Report

Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
5200-400 - Streets Capital (Arterial)	STR-2022-1465 - Washington Street and Stevens Street Bridges Deck Repair	650,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2022-1466 - Greene-Carlisle PHB and Sidewalk	1,200,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2022-1467 - Nevada-Joseph Ped Hybrid Beacon	370,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2022-1468 - Bemiss Elementary Walk Route	774,000	construction in progress
5200-400 - Streets Capital (Arterial)	STR-2022-1469 - Haven St. Sidewalk - Rockwell to Heroy	285,000	project in design phase; bidding late Summer 2023.
5200-400 - Streets Capital (Arterial)	STR-2022-1470 - Pacific Ave. Greenway Study - Sherman to Ben Burr Trail	138,000	project in planning phase
5200-400 - Streets Capital (Arterial)	STR-2022-1471 - Market - Monroe - 29th Ave. Grind & Overlay	2,300,000	project in design phase; bidding Fall, 2023.
5200-400 - Streets Capital (Arterial)	STR-2022-1472 - 29th Ave. - Washington - Monroe Grind & Overlay	3,000,000	project in design phase; bidding Fall, 2023.
5200-400 - Streets Capital (Arterial)	STR-2022-1473 - Haven St. Grind & Overlay - Market to Market	1,339,000	project in design phase; bidding late Summer 2023.
5200-400 - Streets Capital (Arterial)	STR-2022-1474 - Maple / Ash Chip Seal - Northwest Blvd. to Rowan	881,355	project in design phase; bidding late Summer 2023.
5200-400 - Streets Capital (Arterial)	STR-2022-1475 - Illinois Ave. Grind & Overlay and Shared Path	565,000	Phase 1 (street and path) complete; Phase 2 (plazas) in design.
5200-400 - Streets Capital (Arterial)	STR-2022-1476 - Pacific Ave. Greenway - Howard to Sherman	80,000	project in design phase
5200-400 - Streets Capital (Arterial)	STR-2022-1477 - Cook St. Greenway - Illinois to Francis	75,000	no activity in project
5200-400 - Streets Capital (Arterial)	STR-2022-1478 - US 195 / Inland Empire Way	225,000	project in design phase current Arterial Maintenance projects in construction or design phase
5200-400 - Streets Capital (Arterial)	STR-2022-1530 - Annual Arterial Street Maintenance Plan	5,259,522	phase
5200-400 - Streets Capital (Arterial) Total		40,200,480	
5200-500 - Water Division	WAT-2012-141 - Plains System New Booster	600,000	2023 Design delayed to 2024.
5200-500 - Water Division	WAT-2012-184 - Thorpe Road Reservoir No. 2	500,000	Design is underway. Approximately 75% complete. 10 year project - 16,710 updated meter radios and 10 network collectors installed
5200-500 - Water Division	WAT-2013-156 - Metering	2,400,000	Review of system ongoing, Backup server on order Ongoing fund for tank maintenance. Strong Rd is being repainted this fall. Tank has been painted. Bowl will be raised on 7/18. Final completion in 2024.
5200-500 - Water Division	WAT-2013-157 - SCADA System	200,000	Will be complete by end of 2024.
5200-500 - Water Division	WAT-2013-163 - Tank Rehabilitation Fund	1,500,000	Bid awarded. Construction will begin in late July.
5200-500 - Water Division	WAT-2013-167 - SIA System Additional Reservoir	8,000,000	Construction expected to be complete the end of 2023.
5200-500 - Water Division	WAT-2013-172 - Hoffman Well Station Rehabilitation	500,000	Design has been delayed while the scope is being evaluated.
5200-500 - Water Division	WAT-2013-173 - High System Tank	3,373,486	Currently under construction. Complete by Fall 2023. Scope of the project has changed (from lining to open cut).
5200-500 - Water Division	WAT-2013-174 - Havana Well	2,000,000	Design expected to start late summer 2023.
5200-500 - Water Division	WAT-2014-163 - 16th Ave Transmission Main, Chestnut to Milton Booster	300,000	Complete.
5200-500 - Water Division	WAT-2015-104 - TJ Meenach Dr. Water Transmission Main; Bridge to NW Blvd	865,000	Delayed to 2025
5200-500 - Water Division	WAT-2015-115 - Ray St., 11th to Hartson Ave, Main Replacement	2,500,000	Underway.
5200-500 - Water Division	WAT-2015-121 - Post Street Bridge Water Main	10,000	
5200-500 - Water Division	WAT-2015-144 - Parkwater Pump and Motor Replacements	640,000	
5200-500 - Water Division	WAT-2016-17 - Study - Water Capital Facilities Plan	300,000	
5200-500 - Water Division	WAT-2016-94 - Well Electric Well Station Update	1,250,000	Test well drilling to begin on 6/29. Study complete early 2024.
5200-500 - Water Division	WAT-2016-95 - Ray Street Well Station Update	2,500,000	Design delayed to 2024. Construction 2025. Project has been bid and awarded. Phase I construction expected to start in September.
5200-500 - Water Division	WAT-2016-96 - Marshall Road from Thorpe to Qualchan Transmission Main	8,000,000	Complete.
5200-500 - Water Division	WAT-2017-22 - Riverside Ave, Monroe to Division	50,000	September construction start anticipated. Ongoing fund with dollars in several years of the program.
5200-500 - Water Division	WAT-2017-27 - SIA Transmission Line Crossing Under I-90	2,000,000	Assessment of Havana pipe was completed this year.
5200-500 - Water Division	WAT-2017-34 - Assessment of Existing Pipes	250,000	Not ordered yet. Working on specs for it.
5200-500 - Water Division	WAT-2018-121 - Backhoe	350,000	Ordered from Pape
5200-500 - Water Division	WAT-2018-122 - Loader	400,000	RFQ for design underway
5200-500 - Water Division	WAT-2018-146 - Upriver Dam Ops Facility Remodel	100,000	

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Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
5200-500 - Water Division	WAT-2018-1508 - Upriver Dam Spillway Rehabilitation Phase 3a	210,000	Project Spec's submitted to FERC
5200-500 - Water Division	WAT-2018-1509 - Upriver Dam Spillway Rehabilitation Phase 3b	540,000	Will be rolled into phase 3a tasks
5200-500 - Water Division	WAT-2018-1510 - Upriver Dam Spillway Gate Replacement	1,780,000	Need to complete phase 3a first Construction expected to start in July and be complete in Fall
5200-500 - Water Division	WAT-2018-44 - Thor and Freya, Hartson to Sprague Avenue Water Upgrades	800,000	of '23.
5200-500 - Water Division	WAT-2019-10 - NSC Planning from Spokane River to Sprague Avenue	5,000	Ongoing NSC planning
5200-500 - Water Division	WAT-2019-13 - 9th & Pine Booster Station	6,000,000	Bid and awarde late '23. Construction in Spring of '24
5200-500 - Water Division	WAT-2019-28 - NSC Planning from Interstate 90 to Sprague Avenue	5,000	Ongoing NSC planning
5200-500 - Water Division	WAT-2019-30 - Study - Water System Vulnerability Assessment	50,000	Complete.
5200-500 - Water Division	WAT-2019-51 - NSC Wellesley Avenue PH2 - Haven Street to Market Street	85,000	construction in progress
5200-500 - Water Division	WAT-2020-12 - NSC - 2nd Ave Water Reroutes	3,000,000	project in planning/design
5200-500 - Water Division	WAT-2020-13 - NSC - Trumpet Area Water Reroutes	200,000	project in planning/design
5200-500 - Water Division	WAT-2020-14 - NSC - 3rd Ave Water Reroute	150,000	project in planning/design
5200-500 - Water Division	WAT-2020-1515 - Distribution System Monitoring	50,000	Parts on order for NW Terrace monitoring
5200-500 - Water Division	WAT-2020-35 - Fire Suppression System Upgrades	300,000	Ongoing planning/study to continue into 2025
5200-500 - Water Division	WAT-2020-48 - Rebuild Generators #4 and #5 in Powerhouse #2	300,000	Project delayed until 2026
5200-500 - Water Division	WAT-2020-51 - Indian Trail Reservoir Frontage Improvements	440,000	Project is pending development.
5200-500 - Water Division	WAT-2020-52 - Study - Nevada Well Station Rehabilitation	200,000	Study is underway. Expected completion in 2024.
5200-500 - Water Division	WAT-2020-7 - NSC - Trent Interchange Water Reroute	950,000	project in design phase
5200-500 - Water Division	WAT-2021-13 - Northwest Terrace PRV's	300,000	Design late 2023 into 2024.
5200-500 - Water Division	WAT-2021-14 - Study-Well Transmission Optimization	150,000	Expected completion in 2023.
5200-500 - Water Division	WAT-2021-1556 - Lowboy Trailer	154,000	On order from Pape
5200-500 - Water Division	WAT-2021-16 - Ray St., 17th to 11th Ave, Main Replacement	300,000	Design has been pushed to start in 2024.
5200-500 - Water Division	WAT-2021-22 - Future Development Water Projects	250,000	Ongoing project coordination work with development.
5200-500 - Water Division	WAT-2021-25 - Northwest Terrace Transmission Main	320,000	Design late 2023 into 2024.
5200-500 - Water Division	WAT-2021-69 - Water Dept. Ops Facility Maintenance and Renovation	1,100,000	First phase completed, RFQ for achitecture work is underway
5200-500 - Water Division	WAT-2021-75 - Light Vehicles	150,000	waiting on allowed vehicles to post on state's website
5200-500 - Water Division	WAT-2022-1506 - NSC - Regal St. Water Main Crossing	125,000	project in planning/design
5200-500 - Water Division	WAT-2022-1507 - NSC - Napa St. Water Main Crossing	125,000	project in planning/design
5200-500 - Water Division	WAT-2022-1554 - Study - Asset Management Framework	75,000	Expected to start in 2023 and extend through 2024.
5200-500 - Water Division Total		56,702,486	
5200-700 - Sewer	WWM-2012-11 - Public Sewer Extensions	450,000	Planning to go out to bid soon
5200-700 - Sewer	WWM-2012-13 - Rehabilitation Project Fund	270,000	Planning to go out to bid soon
5200-700 - Sewer	WWM-2012-22 - Bio-Infiltration System Rehabilitation	175,000	getting ready to go out to bid
5200-700 - Sewer	WWM-2012-276 - Large Line Rehabilitation from Hydrogen Sulfide Damage	300,000	Planning stage
5200-700 - Sewer	WWM-2012-277 - Marion Hay Intertie-Holland St and Everett Ave	1,600,000	Currently under construction. Complete in Fall 2023.
5200-700 - Sewer	WWM-2012-354 - Serpentex Biosolids Conveyor Replacement	400,000	Request for Bid currently being prepared.
5200-700 - Sewer	WWM-2012-4 - Citywide Ongoing Cure In Place Pipe (CIPP) Project	300,000	Planning stage
5200-700 - Sewer	WWM-2013-138 - Post Street Bridge Rehabilitation	3,100,000	Sewer line has been installed. Overall bridge work is ongoing.
5200-700 - Sewer	WWM-2014-113 - Inflow and Infiltration (I/I) Reduction/ Net Enviro. Benefit	300,000	Planning stage
5200-700 - Sewer	WWM-2014-96 - Study - Sewer Capital Facility Plan	200,000	Work is currently underway.
5200-700 - Sewer	WWM-2015-109 - Cochran Basin Treatment Facility-Downriver Boat Launch	400,000	Under construction. Complete in Fall 2023.
5200-700 - Sewer	WWM-2015-68 - Cochran Basin Stormwater Piping, TJ Meenach-River to NW Blvd	2,900,000	Under construction. Complete in Fall 2023.
5200-700 - Sewer	WWM-2015-83 - TJ Meenach, NW Blvd to Pettet Dr, Sewer Upgrade	500,000	Under construction. Complete in Fall 2023.
5200-700 - Sewer	WWM-2016-111 - Closed Circuit Television Inspection Truck 2023	350,000	Ordered
5200-700 - Sewer	WWM-2016-121 - Plant-wide Supply Fan Upgrade/Replacement (Occupied Spaces)	120,000	2023 work is completed. (More in future years)
5200-700 - Sewer	WWM-2016-122 - Air Handling Units Supply and Exhaust (non-occupied)	150,000	2023 work is completed. (More in future years)
5200-700 - Sewer	WWM-2016-130 - Headworks Building and Grit Chambers Odor Control System	200,000	Design RFP currently being prepared.
5200-700 - Sewer	WWM-2016-133 - Study - Northeast Stormwater	50,000	Project will be complete in summer 2023.

Capital Improvement Program: FY 2023 Project Status Report

Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
5200-700 - Sewer	WWM-2016-15 - Cochran Basin Treatment Facility-Downriver Disc Golf Course	400,000	Under construction. Complete in Fall 2023.
5200-700 - Sewer	WWM-2016-41 - Lift Station Repair and Upgrade Fund	275,000	Projects being identified/selected.
5200-700 - Sewer	WWM-2016-58 - Study - Stormwater Capital Facility Plan	350,000	Work is currently underway.
5200-700 - Sewer	WWM-2017-43 - Critical Digester Expansion Joint Replacement	500,000	Project is pending review/development. May be modified
5200-700 - Sewer	WWM-2017-68 - Heavy Construction Equipment- Loader 2023	250,000	Ordered
5200-700 - Sewer	WWM-2018-110 - Boiler Burners and Controls	500,000	Request for Bid currently being prepared. Construction expected to start in July and be complete in Fall
5200-700 - Sewer	WWM-2018-55 - Thor and Freya, Hartson to Sprague Avenue Sewer Upgrades	720,000	of '23.
5200-700 - Sewer	WWM-2018-72 - Washington Basin Stormwater Project (Knox and Montgomery)	5,000	Complete. Project scope is being evaluated. Study may be delayed to
5200-700 - Sewer	WWM-2018-73 - Study - Indian Trail Stormwater	240,000	future date.
5200-700 - Sewer	WWM-2019-11 - Cochran Basin Lift Station and Control Facility	4,000,000	Under construction. Complete in 2024.
5200-700 - Sewer	WWM-2019-29 - NSC Planning - Interstate 90 to Sprague Avenue	10,000	Ongoing NSC planning
5200-700 - Sewer	WWM-2019-42 - Desmet & Superior Sewer Replace Pipe Under R/R & Adj. Lines	90,000	Design expected to begin in late 2023.
5200-700 - Sewer	WWM-2019-44 - Underground Injection Control (UIC) Regulation Compliance	50,000	Ongoing work to assess the City's many drywells.
5200-700 - Sewer	WWM-2019-46 - NSC Planning - Sprague Avenue to Spokane River	10,000	Ongoing NSC planning Work is currently underway by a consultant. Will likely extend
5200-700 - Sewer	WWM-2019-7 - Rehabilitation of Combined Sewer Overflow (CSO) Facilities	1,100,000	into 2024.
5200-700 - Sewer	WWM-2019-9 - NSC Planning - Interstate 90 to Sprague Avenue	5,000	Duplicate, see WWM-2019-29 above
5200-700 - Sewer	WWM-2020-16 - NSC - I-90 Sewer Interceptor Crossings	300,000	project in design phase
5200-700 - Sewer	WWM-2020-17 - NSC - 2nd Ave and Trumpet Area Sewer Reroutes	250,000	project in design phase
5200-700 - Sewer	WWM-2020-30 - Heavy Construction Van- 2023	300,000	In bid process
5200-700 - Sewer	WWM-2020-39 - Sewer Line Replacement	180,000	for unforeseen repairs
5200-700 - Sewer	WWM-2020-40 - Northeast Lift Station Forcemain	840,000	Bid awarded. Construction will start in summer 2023.
5200-700 - Sewer	WWM-2020-5 - NSC - Greene Basin Storm Improvements	100,000	no activity Project removed from program because the station will be
5200-700 - Sewer	WWM-2020-64 - Wind River Lift Station Improvements	50,000	eliminated.
5200-700 - Sewer	WWM-2020-74 - Emergency Overflow Modifications for Digesters 4 and 5	300,000	Design RFP currently being prepared.
5200-700 - Sewer	WWM-2020-9 - NSC - Trent Interchange Storm and Sewer Reroute	260,000	project in design phase
5200-700 - Sewer	WWM-2021-11 - Future Development Sewer Upgrades	250,000	Ongoing project coordination work with development.
5200-700 - Sewer	WWM-2021-37 - WWC SCADA Equipment Upgrades	10,000	in planing stages
5200-700 - Sewer	WWM-2021-85 - Maintenance and Warehouse Roof Membrane Replacement	250,000	Request for Bid currently being prepared. Construction scheduled spring '24 to be complete in summer
5200-700 - Sewer	WWM-2022-1486 - Cheney-Spokane Rd Sewer	1,000,000	'24.
5200-700 - Sewer	WWM-2022-1497 - North Spokane Corridor - 3rd Ave Sewer Reroute	75,000	Currently in planning stages.
5200-700 - Sewer	WWM-2022-1536 - Neutanix Server Replacements	1,000,000	Under construction. Complete in 2023. Project cost has changed. Funds to be combined with 2024
5200-700 - Sewer	WWM-2022-1540 - AC Unit for Blower Building	350,000	funds to complete this project in 2024.
5200-700 - Sewer	WWM-2023-1483 - Sewer Collections SCADA System	75,000	Currently in planning stages. Implementation 2024-2029.
5200-700 - Sewer Total		25,860,000	
5200-800 - Solid Waste	SW-2022-1495 - Camera System Replacement	100,000	Preparing RFP IT assisting with development of RFP, due to lead times this
5200-800 - Solid Waste	SW-2022-1498 - Automated Scale Upgrade	280,000	project will likely will not be completed until 2024 Will be bid at the end of 2023 so we can incorporate 2024
5200-800 - Solid Waste	SW-2022-1519 - Compressed Natural Gas (CNG) Backup Generator	300,000	funds for the install All containers have been ordered, awaiting completion of
5200-800 - Solid Waste	SWM-2012-194 - Metal Commercial Refuse & Recycling Containers	175,000	deliveries Project placed on hold due to funding needed to complete
5200-800 - Solid Waste	SWM-2012-345 - Replace Generating Tubes	200,000	other projects

Capital Improvement Program: FY 2023 Project Status Report

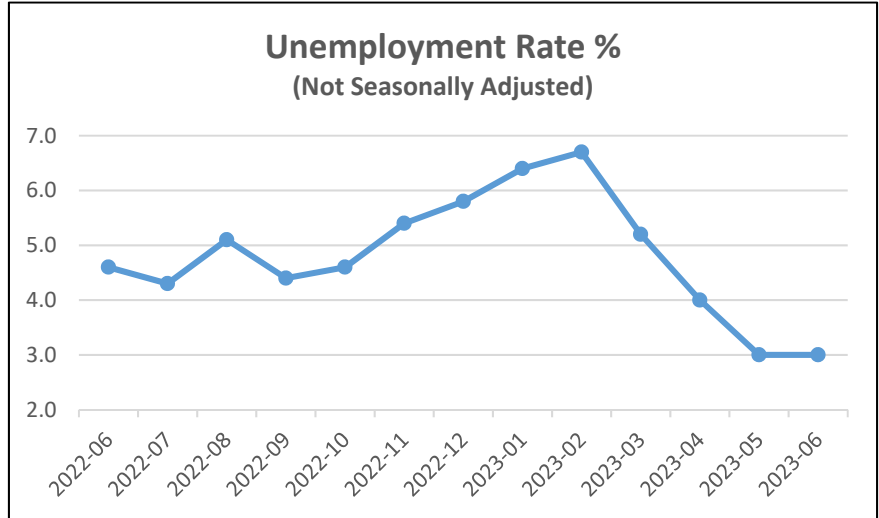
Department-Section	CIP-Project Title	2023 Expense	
		Budget	Status Update
5200-800 - Solid Waste	SWM-2015-35 - Superheater Replacement #2 Boiler	1,300,000	Secondary tubes to be replaced in Fall 2023 outage
5200-800 - Solid Waste	SWM-2015-36 - Superheater Replacement #1 Boiler	1,300,000	Secondary tubes to be replaced in Fall 2023 outage Due to increased costs, working with Finance on financing options
5200-800 - Solid Waste	SWM-2015-67 - Front-End Loader and Other Mobile Equipment	233,000	options
5200-800 - Solid Waste	SWM-2017-41 - Rear-Load Collection Vehicles	1,380,000	3 Labrie rear-loaders have been ordered, awaiting delivery
5200-800 - Solid Waste	SWM-2018-129 - Compressor/Air Dryer Upgrades	862,300	Order placed, awaiting delivery 6 Labrie automated side loaders have been ordered, awaiting delivery
5200-800 - Solid Waste	SWM-2018-18 - Automated Side Load Collection Vehicles	3,250,000	delivery
5200-800 - Solid Waste	SWM-2020-34 - Motor and Mechanical Systems Upgrades	500,000	Order placed, awaiting delivery Due to increased building material costs, project was rescheduled for 2024
5200-800 - Solid Waste	SWM-2020-59 - Cart/Container Storage & Maintenance Building	140,000	rescheduled for 2024
5200-800 - Solid Waste Total		10,020,300	
5300-500 - IT Replacement	ITD-2015-143 - Datacenter Hardware Upgrades	376,002	Rolling upgrades. 59% expensed.
5300-500 - IT Replacement	ITD-2015-148 - Desktop Replacement Program	350,000	Rolling upgrades. 37% expensed
5300-500 - IT Replacement	ITD-2015-149 - Network Hardware Upgrades	300,000	Rolling upgrades. 59% expensed.
5300-500 - IT Replacement	ITD-2015-150 - Server/Storage Hardware Upgrades	170,352	Rolling upgrades. 59% expensed.
5300-500 - IT Replacement	ITD-2019-89 - Fiber Network Infrastructure Upgrades	200,000	Multiple cabling projects. 41% expensed
5300-500 - IT Replacement Total		1,396,354	
Grand Total		165,656,536	

July 2023 - Quarterly Financial Report
IV. Economic Briefing
City of Spokane

KEY ECONOMIC INDICATORS

Unemployment Rate - Spokane-Spokane Valley, WA (MSA)

MONTH	UNEMPLOYMENT RATE
July 2022	4.3%
August 2022	5.1%
September 2022	4.4%
October 2022	4.6%
November 2022	5.4%
December 2022	5.8%
January 2023	6.4%
February 2023	6.7%
March 2023	5.2%
April 2023	4.0%
May 2023	3.0%
June 2023*	3.0%



*Preliminary data

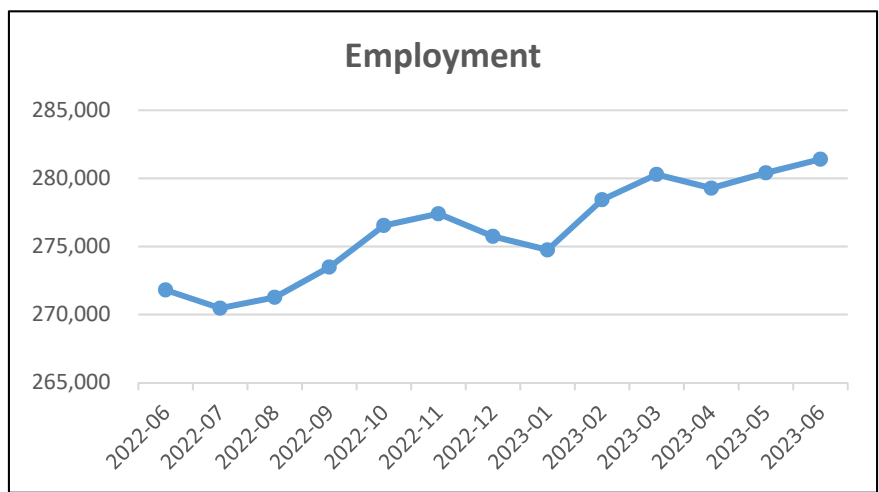
Source: U.S. Bureau of Labor Statistics (BLS). On April 21, 2023 BLS issued major revisions to all prior months, may not match previous reports.

The unemployment rate in the Spokane-Spokane Valley metropolitan statistical area (MSA) was at 3.0 percent for June 2023. This is a significant decrease from last quarter’s February rate of 6.7 percent.

Historically the unemployment rate tends to decrease in the summer months. Additionally, over eight thousand individuals have removed themselves from the eligible workforce since February 2023 which contributes to the decreased unemployment rate. The 3.0 percent unemployment rates in May and June 2023 mark the lowest unemployment rate the area has experienced in at least twenty years. The national unemployment rate for June 2023 was 3.6 percent.

Employment – Spokane-Spokane Valley, WA (MSA)

MONTH	EMPLOYMENT
July 2022	270,471
August 2022	271,259
September 2022	273,482
October 2022	276,535
November 2022	277,399
December 2022	275,740
January 2023	274,746
February 2023	278,429
March 2023	280,285
April 2023	279,279
May 2023	280,404
June 2023*	281,400



*Preliminary data

Source: U.S. Bureau of Labor Statistics (BLS). On April 21, 2023 BLS issued major revisions to all prior months, may not match previous reports.

July 2023 - Quarterly Financial Report

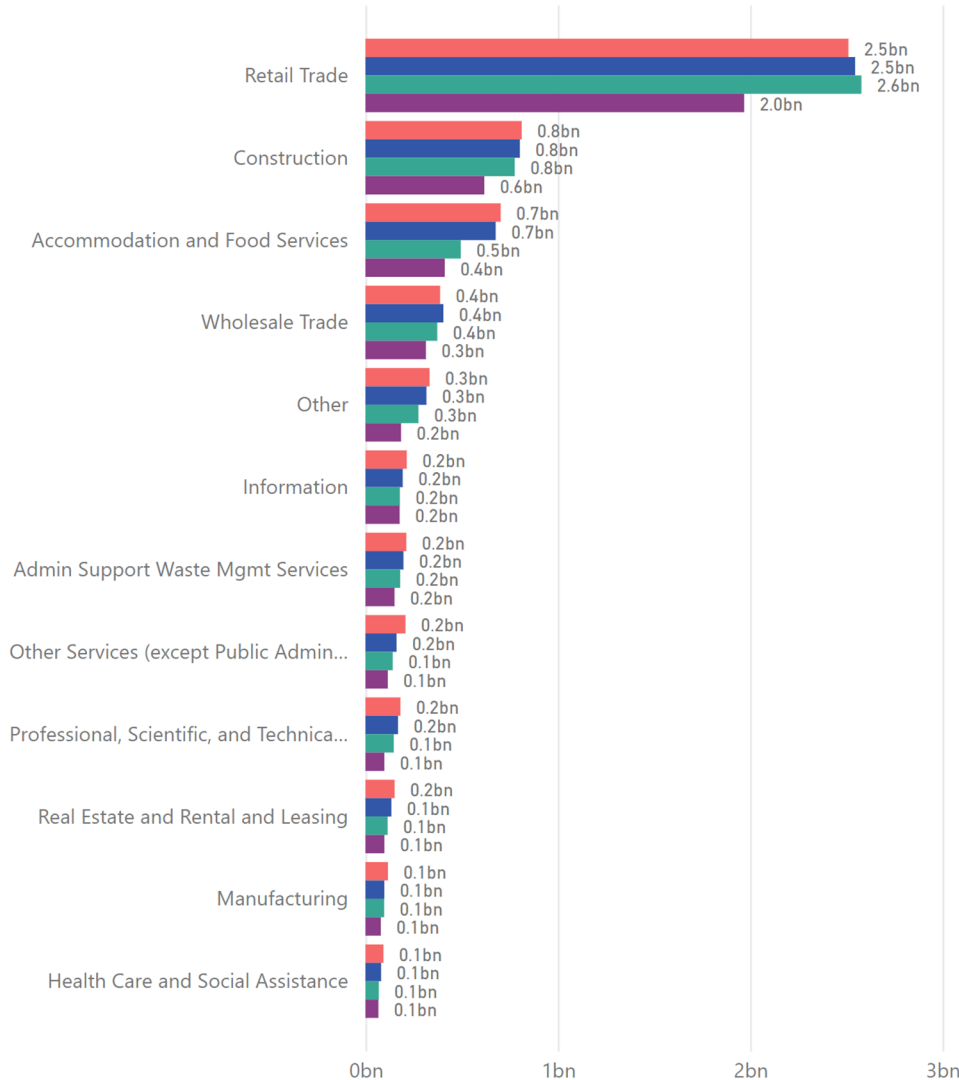
IV. Economic Briefing

City of Spokane

Taxable Sales

Taxable Sales by NAICS Group - Year to Date

Activity Year ● 2023 ● 2022 ● 2021 ● 2020



NAICS: North American Industry Classification System
Source: Washington State Department of Revenue

Activity Month

May 2023

Taxable Sales for the Month of May, 2023

\$1,265,352,851

Taxable Current Year

\$1,220,267,588

Taxable Prior Year

\$45,085,263

Change

3.69%

Change Pct

YTD Taxable Sales Through May, 2023

\$5,929,469,163

YTD Current Year

\$5,786,527,653

YTD Prior Year

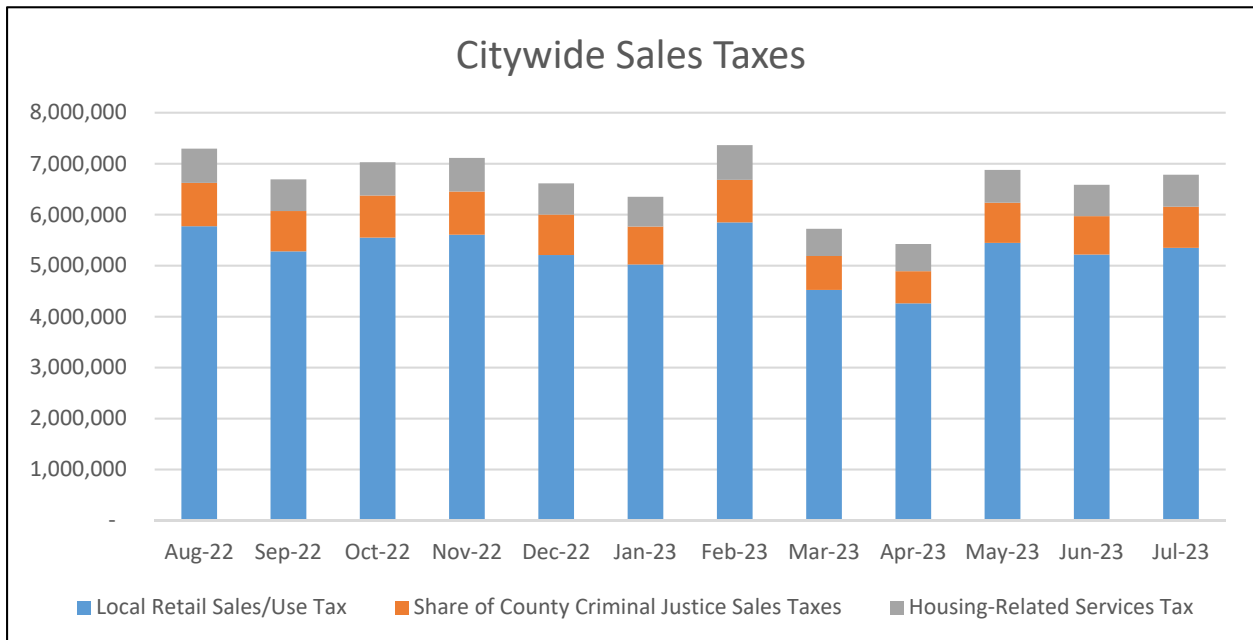
\$142,941,510

ChangeYTD

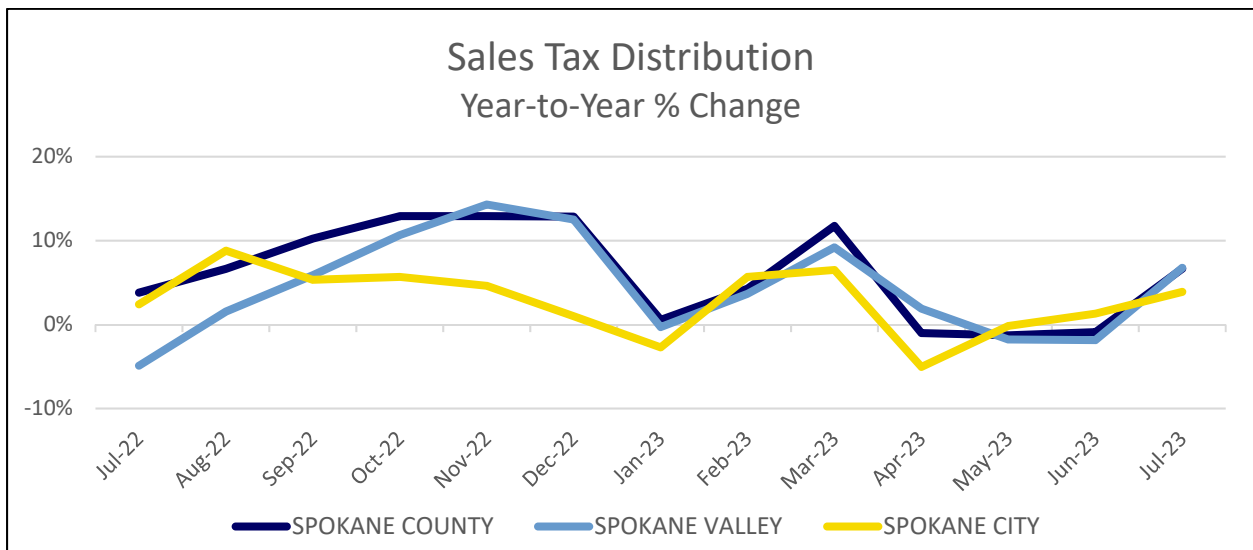
2.47%

ChangeYTDpct

Year-to-Date (YTD) total taxable sales through the month of May 2023 were 2.47 percent greater than YTD taxable sales in May 2022. Retail Trade continues to be the largest category of taxable sales, but has experienced a YTD decrease of 1.36 percent through May 2023 when compared to May 2022. This is in spite of the inflated prices of goods and is likely due to changes in consumer behavior as a reaction to increased interest rates and continued fears of recession. The decline in Retail Trade is offset by YTD increases in every other category, with the exception of Wholesale Trade which is closely related to Retail Trade.



The City receives revenue from three versions of sales tax: local option retail sales/use tax (1%), portions of Spokane County criminal justice sales taxes, and housing-related services tax (0.1%). In general, sales tax is received approximately two months following the taxable sale activity. For example, the chart above shows the typical seasonality of sales tax with December holiday sales appearing in February 2023.



A view of Eastern Washington’s economy can be seen in the year-to-year percent change in sales tax revenue distributions. The City of Spokane has averaged 1.4 percent growth in the first seven months of the year. The City of Spokane Valley and Spokane County have experienced stronger growth through the first seven months of 2023 at 2.5 percent growth and 2.9 percent growth, respectively.

3.3

5 min

3.3 - July Investment Report

*Johnson, Christopher
E.*

Council Sponsor: CM Wilkerson. Monthly Investment Report for July.

| For Discussion

Attachments

[Treasury Services Briefing Paper F. A Committee Aug2023.docx](#)

[July FY 2023 Presentation.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u> 5 Min </u>
Agenda Item Name	Monthly Investment Report (July 2023).
Summary (Background)	<p>The Monthly Investment Report is a standing topic presented by Finance. The objective of this presentation is to inform Council of portfolio updates and developments. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition • Investment Transactions • Portfolio Liquidity • Portfolio Performance
Proposed Council Action & Date:	N/A
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

City of Spokane

Investment Report

July – 2023



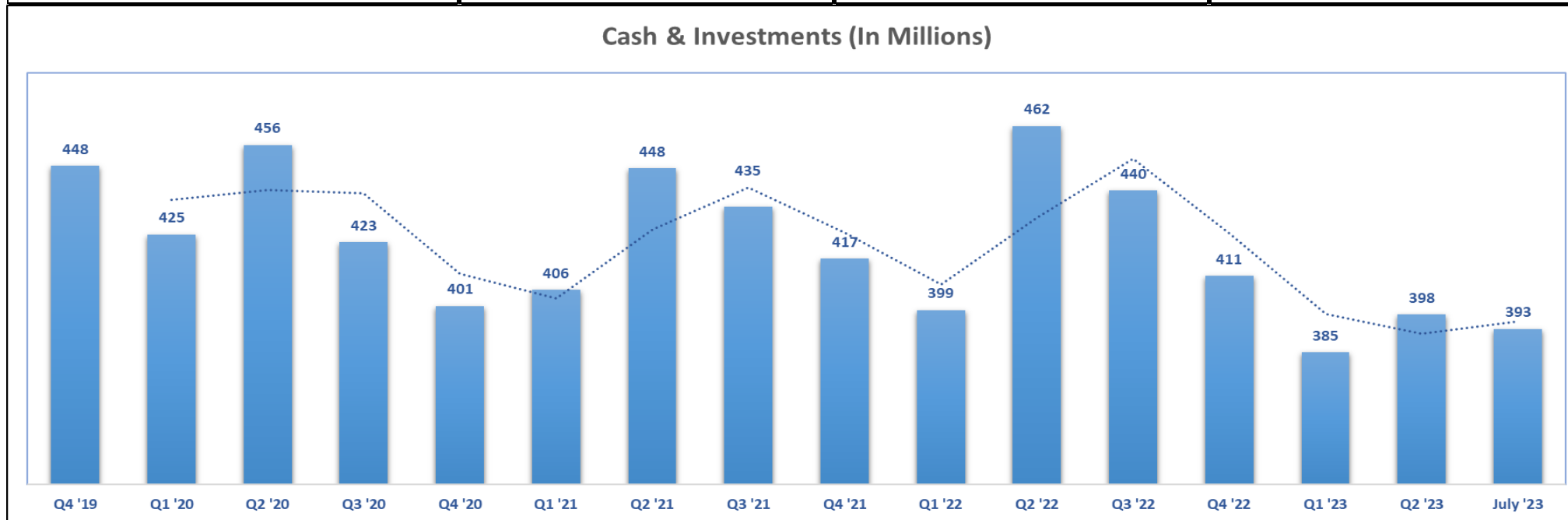
August 21, 2023

Topics

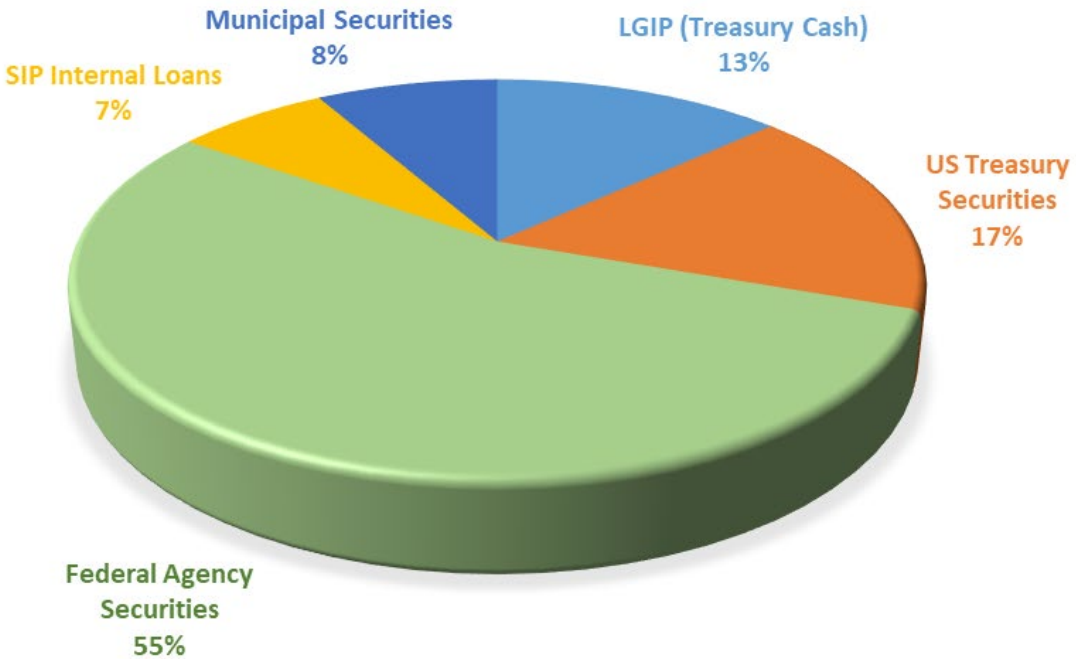
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

Current Cash & Investment Balances

Portfolio Category	June 30, 2023	July 31, 2023	Percent of Total
Cash & Equivalents	59,019,503	58,872,447	14.97%
Fixed Income Investments	311,321,845	306,378,964	77.93%
SIP Internal Loans	27,907,830	27,907,830	7.10%
TOTAL	398,249,178	393,159,241	100.00%



Portfolio Composition *(positions)*



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	24%	40%	Complies
US Treasury Securities	17%	100%	Complies
Federal Farm Credit Bank	13%	40%	Complies
LGIP (Treasury Cash)	13%	100%	Complies
Federal Home Loan Bank	12%	40%	Complies
Municipal Securities	8%	10%	Complies
SIP Internal Loans	7%	15%	Complies
Private Export Funding Corp	3%	40%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies
Federal Agriculture Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

Investment roll-off via security reaching maturity & principal returned to cash

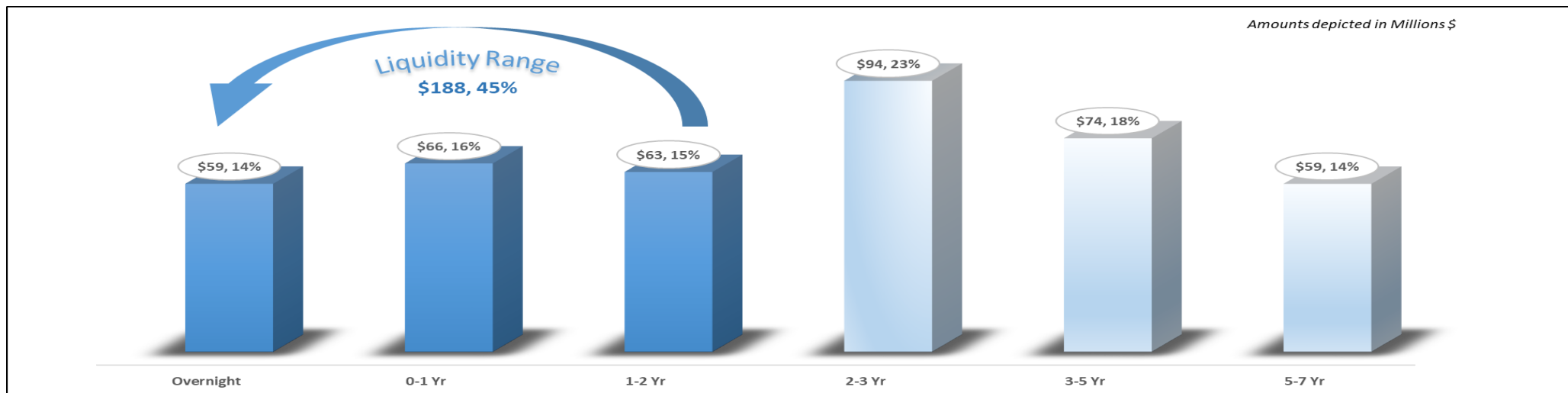
- \$5MM 2yr FFCB 0.125% @ 0.185%

Purchases

New Investments added to portfolio via market purchasing activity

- None; All Maturities held in LGIP (*Treasury Cash*)

Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Total
FAMC	-	-	-	-	5,000,000	-	-	-	-	-	-	-	5,000,000
FHLB	5,710,000	15,000,000	-	-	-	-	-	-	-	-	-	-	20,710,000
PEFCO	-	-	-	-	-	15,000,000	-	-	-	-	-	-	15,000,000
US Treasury	-	-	-	-	5,000,000	-	5,000,000	10,000,000	5,000,000	-	-	5,000,000	30,000,000
Interest Income	790,062	726,302	507,000	332,288	436,750	535,000	641,031	687,500	507,000	332,288	428,125	268,750	6,192,096
Monthly CF	6,500,062	15,726,302	507,000	332,288	10,436,750	15,535,000	5,641,031	10,687,500	5,507,000	332,288	428,125	5,268,750	
Total 12-month Forward: Portfolio Cash Flows													76,902,096

Portfolio Performance

Unrealized Gains/Losses

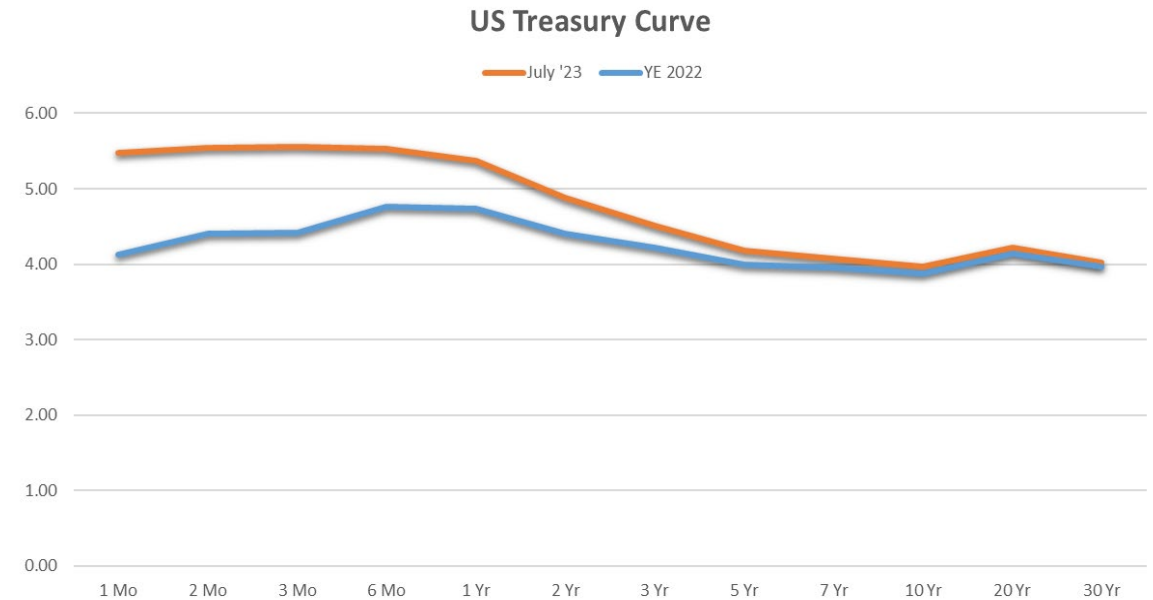
Impact of market-based interest rates on the value of the portfolio.

- \$12.57 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$6.47 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.3 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.2 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.57%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.14%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.1 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.9 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.34%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 5.02%

Questions?

3.4 - Rate Increase Discussion

Garcia, Luis

Council Sponsor CP Kinnear

Parking Services has suffered severe losses directly from the COVID pandemic. The monies from paid parking payments are the primary source of revenue to operate the Paid Parking System, neighborhood, and disabled parking programs. With the rising cost to operate the system and the loss due to COVID, as allowed by SMC 08.02.083B, the Parking Manager is increasing parking rates. Proposed rate increase is \$.50/hr. for all time limits (2 HR, 4 HR, All Day).

| For Discussion

Attachments

[Parking Services Briefing Paper for 8.21.23 Finance and Admin.docx](#)

[Project Charter for Rate Increase 2023.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Code Enforcement & Parking Services
Contact Name	Luis Garcia, Director
Contact Email & Phone	lgarcia@spokanecity.org – (509) 625-6850
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20 minutes
Agenda Item Name	Parking Services Meter Rates – Parking Services Fund
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Parking Services has suffered severe losses directly from the COVID pandemic. The monies from paid parking payments are the primary source of revenue to operate the Paid Parking System, neighborhood, and disabled parking programs. With the rising cost to operate the system and the loss due to COVID, as allowed by SMC 08.02.083B, the Parking Manager is increasing parking rates. Proposed rate increase is \$.50/hr. for all time limits (2 HR, 4 HR, All Day).
Proposed Council Action	Discussion- Approval
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: Revenue generating; \$1,500,000.00	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. This increase supports the operations of Parking Services.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Parking does not collect data on race, ethnicity, gender, income level, disability, sexual orientation or other existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Ideally LPR will be used to analyze occupancy and turnover which can be used to help determine if rates and time limits are appropriate or need adjusted up or down.	

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

This increase aligns with recommendations from the 2019 Downtown Parking Study.



Spokane City Project Charter

Project Title	Paid Parking Device Rate Increase 2023
Project Sponsor	Luis Garcia, Director of Parking Services
Project Manager	Matthew Williams and Jesten Ray, Program Professionals
Date Prepared	6.15.23

Opportunity or Problem Statement

While gross parking revenue is increasing overall, and the department has saved approximately \$1,000,000 by keeping positions open; Parking Services is looking at an additional operating loss of \$900,000 in 2023, and a fund deficit of 1.6 Million from 2022 and 2023 combined if rates are not increased. The last rate increase was in 2011 over twelve years ago. See attached fiscal sheet for 2023 deficit information.

Parking Services currently hourly rates are:

- 2 hours - \$1.20/hr.
- 4 hours - \$.80/hr.
- 11 hours - \$.50/hr.

We propose increasing the minimum rates by \$.50, the amount allowed in our Spokane Municipal Code, but without the occupancy data. Data collection and analysis will happen for future increases but has been constrained by staffing and our proposed timeline. We plan on exercising the provision in SMC 08.02.083B allowing the Parking Manager to review and update the City of Spokane Fee Schedule bringing it to City Council for approval.

Staff is proposing to utilize the existing Spokane Municipal Code (SMC) Section 08.02.083(B)

- B. The Parking Manager shall review and update the [City of Spokane Parking Fee Schedule](#) and bring it to City Council for approval on an annual basis.

This provision saves on the timeline to perform the parking occupancy study and instead seeks council approval for the fee increase. This path is prescriptive to other fee structures in the city. We anticipate this increase will help to alleviate budgetary constraints moving forward.

The new proposed hourly rates are:

- 2 hours - \$1.70/hr.
- 4 hours - \$1.30/hr.
- 11 hours - \$1.00/hr.

The proposal will also make the on-street parking more in line with other municipalities who manage a paid parking system. While fee structures vary in other municipalities, we can use an 8-hour timeframe to provide control of variables.



Spokane City Project Charter

Examples of overall cost comparisons are:

Missoula, MT.	8 hours = \$18.50	Spokane	8 hours (all day) =	\$8
Seattle, WA.	8 hours = \$40 (High) \$4 (Low)*	Spokane	8 hours =	\$8
Eugene, OR.	8 hours = \$10.80	Spokane	8 hours =	\$8

*Seattle establishes price based on location and time of day. Spokane cost are static which supports consistent expectation for potential parkers.

Other municipalities graduate cost based on the length of stay; Spokane keeps a consistent cost throughout the parking session.

Rate Increase Summary

	Current Rates	Proposed \$0.50/hr. Increase	Increased Revenue	
2 HR Meters	\$527,027.40	\$744,925.45	\$217,898.05	
4 HR Meters	\$81,735.80	\$132,632.05	\$50,896.25	
All Day Meters	\$156,386.70	\$390,218.15	\$233,831.45	
	<u>\$765,149.90</u>	<u>\$1,267,775.65</u>	<u>\$502,625.75</u>	
Average per month	\$109,307.13	\$181,110.81	\$71,803.68	
Annualized	\$1,311,685.54	\$2,173,329.68	\$861,644.14	
Coin collection	\$1,191,685.54	\$2,053,329.68	\$861,644.14	
Total Revenue	\$2,503,371.09	\$4,226,659.36	\$1,723,288.27	
			\$1,500,000.00	projecting \$1.5M increase for 2023

Scope

The purpose of this project is to decrease the deficit by increasing paid parking device rates \$.50

- Program devices for new rates
- Purchase new rate plate stickers for POM devices
- Program mobile app with new rates
- Communicate proposed changes to stakeholders
- Update website and GIS with new rate information
- Determine minimum amount to cover bank fees
- Develop plan for low tech alternatives

Out of Scope:

- This project does not include data and occupancy analysis.

Spokane City Project Charter



Budget

The project will rely on existing departmental resources and tools to complete the scope of the project. No additional budget is expected.

Assumptions and Risks

Assumptions:

- Matthew Williams will program the Mackay and Flowbird Devices with new rates.
- Jesten Ray will enter in new rates for ParkMobile.
- Parking Services will program new rates and add new rate plate stickers to POM devices.
- Communication team will communicate with Stakeholders.
- The rate increase is approved by the Council and Mayor.
- Rate increases will start in August 2023
- Parking will complete a certain number of POMs every week based on the area selected by the Parking Director.

Risks:

- If the project is delayed the deficit cannot be addressed.

Constraints

- Unforeseen delays (weather, staffing, schedule, etc.) could throw the ability to complete the project timely.



Spokane City Project Charter

Timeline

Task Process	May	June	July	August	September	October	November	December
Develop Project Charter	█							
Project Launch Meeting				█				
Communication (Internal and External)				█				
Website/GIS updates				█				
Programming				█	█	█		
Rate Change - Launch or Go Live				█	█	█	█	█
Track				█	█	█	█	█
Report				█	█	█	█	█

Approvals

Sponsor Signature: _____

Sponsor Name: Luis Garcia, Director of Code Enforcement and Parking Services

Date: _____

Project Manager Signature: _____

Project Manager Name: Matthew Williams, Program Professional

Date: _____

Project Manager Signature: _____

Project Manager Name: Jesten Ray, Program Professional

Date: _____

3.5

5 min

3.5 - Business Registration Fee - Annual Review *Johnson, Christopher E.*

Council Sponsor: CM Wilkerson. Annual review of Business Registration Fee as per SMC 08.02.0206.

| For Discussion

Attachments

[Treasury Services Briefing Paper F A Committee Aug2023 ORD.docx](#)

[DRAFT Ordinance_SMC 08.02.0206 Amendment.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 Min</u>
Agenda Item Name	Business Registration Fee - Annual Review
Summary (Background)	Annual Review of Business Registration Fee amount per SMC 08.02.0206.
Proposed Council Action & Date:	N/A
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: Revenue generating via license fee increase.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

ORDINANCE NO.

An ordinance providing an increase in City business registration fees; amending SMC Section 08.02.0206(A) and 08.02.0206(B) of the Spokane Municipal Code.

WHEREAS, section 08.02.0206(K) of the Spokane Municipal Code provides for an annual review to make adjustment in business registration fees; and

WHEREAS, the annual fee adjustment amount is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, the CPI figures for July – July (CPI-U = 3.2%; CPI-W = 2.6%) would result in a 3.1% increase in the basic registration fee.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC Section 08.02.0206 of the Spokane Municipal Code is amended as follows:

Section 08.02.0206 Business Registrations

- A. A regular business registration fee is one hundred twenty-seven dollars (~~(\$120)~~ (\$127) per twelve-month period. Beginning on January 1, (~~(2023)~~ 2024), the regular business registration basic fee shall be one hundred thirty-one (\$131) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred twenty-seven dollars (~~(\$120)~~ (\$127) dollars per twelve-month period. Beginning on January 1, (~~(2023)~~ 2024), the basic fee for a nonresident business registration shall be one hundred thirty-one (\$131) per twelve-month period.
- C. In addition to the basic registration fee, each business registrant must pay an additional fee of \$15 per unit per license year subject to the exception in subsection (F) of this section.
- D. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):

1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- E. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.
- F. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- G. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- H. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- J. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- K. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the business registration fee set forth in this section may be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the proposed adjusted

fees shall be presented to the City Council for approval by ordinance and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee started in SMC 08.02.0206(C).

L. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.

M. ~~((For initial business registrations filed from the effective date of this section until December 31, 2022, the business registration fee stated in SMC 08.02.0206(A) and the personnel fee stated in SMC 08.02.0206(C) are each reduced by 50%.))~~

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

3.6

5 min

3.6 - SIP Loan - Parks Department

*Johnson, Christopher
E.*

SIP Loan for an electric Zamboni 450 machine for ice resurfacing.

| For Discussion

Attachments

[Treasury Services Briefing Paper F. A Committee Aug2023 SIP Loan.docx](#)

[City of Spokane Parks Zamboni Loan Resolution.pdf](#)

[OPE 2023-0713.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 Min</u>
Agenda Item Name	SIP Loan – Parks Department – Zamboni Purchase
Summary (Background)	The City of Spokane Parks Department’s, Numerica Ice Staking Ribbon, ice surface is currently maintained by an outdated 2012 Olympia brand resurfacing machine. The cost of maintenance and repairs of the Olympia machine are continually increasing and downtime is costing significant daily revenue loss during the four-month ice skating season. This SIP loan provides financing for Parks to purchase an all-electric Zamboni 450 for long-term ice surfacing capability which will stabilize ice ribbon revenues and operations.
Proposed Council Action & Date:	N/A
Fiscal Impact:	<p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: Revenue and operational stabilization of Numerica Ice Ribbon.</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>N/A</p>

CITY OF SPOKANE, WASHINGTON

ZAMBONI REPLACEMENT PROJECT

**LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2023 (TAXABLE)**

RESOLUTION NO. 2023 – [____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of a Zamboni 450 ice resurfacing machine for the Ice Skating Ribbon; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED AUGUST 21, 2023

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

ZAMBONI REPLACEMENT PROJECT

LIMITED TAX GENERAL OBLIGATION BOND

SERIES 2023 (TAXABLE)

RESOLUTION NO. 2023-[____]

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2023 – [____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of a Zamboni 450 ice resurfacing machine for the Ice Skating Ribbon; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the Parks and Recreation Department (the “**Parks Department**”) of the City of Spokane (the “**City**”) owns and operates a year-round outdoor multipurpose skating facility located in Riverfront Park, known as the Numerica Skate Ribbon, which is open during winter months for ice skating (the “**Ice Skating Ribbon**”); and

WHEREAS, the condition of the ice surface on the Ice Skating Ribbon is important for providing a safe skating experience and without proper conditioning the Ice Skating Ribbon must close; and

WHEREAS, the Ice Skating Ribbon is currently maintained by a single Olympia brand ice resurfacing machine (the “**Olympia Ice Machine**”) which was built in 2012, was designed for flat indoor surfaces, and is in need of annual repairs causing unexpected closures and loss of revenue for the Ice Skating Ribbon; and

WHEREAS, the Parks Department desires to purchase a new ice resurfacing machine and retain the Olympia Ice Machine as a back-up in an effort to improve the quality of the ice surface on the Ice Skating Ribbon and to ensure sufficient redundancy is in place to avoid unplanned closures; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, the City’s goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, the Zamboni 450 ice resurfacing machine (the “**Zamboni**”) is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and has been recommended by an ice skating facility consultant; and

WHEREAS, pursuant to a resolution adopted by the Parks Department’s Board of Directors (the “**Park Board**”) in August 2023, the Park Board approved the purchase of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees (the “**Zamboni Replacement Project**”); and

WHEREAS, to provide a portion of the funds necessary for the Zamboni Replacement Project, the City Council of the City (the “**City Council**”) hereby authorizes an interfund loan from the Spokane Investment Pool (“**SIP**”) to the Asset Management Fund (the “**Project Fund**”), repayable with interest over a five-year period from the date of issuance of the interfund loan; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of the Zamboni; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City; and

WHEREAS, the City now desires to issue its Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable) in the aggregate principal amount of not to exceed \$172,911.55 to secure an interfund loan from the Spokane Investment Pool to the Project Fund to finance the Zamboni Replacement Project.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund or **Project Fund** means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Zamboni Replacement Project.

Bond means the City of Spokane Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$172,911.55, to establish and secure the interfund loan facility authorized herein.

Bond Owner or **Registered Owner** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Zamboni Replacement Project means the acquisition of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees as specified and adopted in Section 3 of this Resolution.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means, for the purpose of this Bond, the rate of 4.47%.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The Park Board previously identified the need for and approved the purchase of the Zamboni in the approximate amount of \$156,295 plus applicable taxes and loan fees (the “**Zamboni Replacement Project**”). The City hereby approves such Zamboni Replacement Project. The Zamboni Replacement Project will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To finance the costs of the Zamboni Replacement Project, the City shall issue a single taxable limited tax general obligation bond of the City to the SIP in the principal amount of not to exceed \$172,911.55 for the series 2023 bond (the “**Bond**”) to establish and secure an interfund loan facility with the SIP of not to exceed \$172,911.55. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$172,911.55, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2024. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized over a period of not to exceed five (5) years from the date of issuance to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Parks Department for the

capital acquisition purposes of the Zamboni Replacement Project and on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Zamboni Replacement Project and to pay the costs of issuing the interfund loan secured by the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “**Project Fund**”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of costs of the Zamboni Replacement Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit legally available funds into the Project Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled

to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

R- _____ UNITED STATES OF AMERICA \$172,911.55

STATE OF WASHINGTON
CITY OF SPOKANE
ZAMBONI REPLACEMENT PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2023 (TAXABLE)

INTEREST RATE: 4.47%

MATURITY DATE: June 1, 2028

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED ELEVEN AND 55/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2023-[____], adopted by the City Council on August 21, 2023 (the "Bond Resolution"), to establish and secure an interfund loan to pay the costs of acquiring the Zamboni (the "Zamboni Replacement Project"). Capitalized terms

not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution. This Bond is prepayable upon demand of the SIP.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2023.

CITY OF SPOKANE, WASHINGTON

By _____ /s/ _____
Mayor

ATTEST:

_____/s/
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2023

This bond is the Zamboni Replacement Project Limited Tax General Obligation Bond, Series 2023 (Taxable) of the City dated _____, 2023 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____/s/

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 21st day of August, 2023.

CITY OF SPOKANE
Spokane County, Washington

Lori Kinnear, Council President

ATTEST:

Clerk

Mayor Nadine Woodward

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel



Park Board Contract Summary

Agenda Sheet for Park Board Meeting Date *

08/10/2023

Clerk File

OPR 2023-0713

BID

Primary Contact Primary Contact Email Submitted By
RICH LENTZ RLENTZ@SPOKANECITY.ORG SDEATRICH

Renewal

CR #

Department *

- Admin Finance Operations Recreation/Golf
- Riverfront Park

Cross Ref

Contract Committee *

- Finance Golf Land Recreation Riverfront
- DVC/DVCAC UFTC

Contract Type *

- New Renewal Amendment Extension
- Purchase Without Contract Other

Beginning Date * Expiration Date *

08/10/2023

08/10/2033

Contractor/Consultant

Name\Contractor\Firm *

N/A

Contact Name

Contact Email

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

AGENDA ITEM NAME *

ZAMBONI SIP LOAN RESOLUTION AMENDMENT

AGENDA WORDING *

Riverfront Park – Zamboni Spokane Investment Pool (SIP) Loan Resolution Amendment

BACKGROUND *

Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfacers. In May of 2023, Park Board approved the purchase of a Zamboni 450 for approximately \$156,295 plus applicable taxes and loan fees. In July of 2023, Park Board approved a resolution recommending City Council to approve financing the Zamboni Purchase through a SIP (Spokane Investment Pool) loan. Due to the timing of the loan advance date and to keep a true 5 year loan maturity, Bond Counsel has requested the SIP loan to mature in June of 2028 versus December of 2028. This will increase the annual debt service from approximately \$39,354 to approximately \$42,796. This amount may adjust depending on the approval date and advance date of the funds.

RECOMMENDATION *

Approve the amended SIP Loan Resolution and advance to Spokane City Council for approval.

Grant Related *

NO

Lease *

NO

New Vendor *

NO

Public Works Related *

NO

Fiscal Impact

Total Expense Total Revenue

\$0.00

Supporting Documents

Quotes / Solicitation (RFP, RFQ, RFB) *

NO

W-9 (for new contractors/consultants/vendors) *

NO

Contractor is on the City's MRSC Roster *

NO

ACH Forms (for new contractors/consultants/vendors) *

NO

Spokane Business Registration attached to contract *

NO

Insurance Certificate attached to contract (minimum \$1 million in General Liability) *

NO

UBI #

Notes for Clerk's Office

Runs until terminated or completed

Electronic Approvals

Division Head Approval

CONLEY, JASON K.

Date

08/11/2023

Approved by Spokane Park Board

Legal Department Approval

RICHMAN, JAMES

Date

08/11/2023

Purchasing Approval

Date

Bob Anderson
President Park Board

Finance Approval

DYSON, MEGAN

Date

08/11/2023

8/14/2023

Grants Approval

Date

Lease Approval

Date

Distribution List

Spokane Park Board

banderson@spokanecity.org

Tax & Licenes

tax&licenses@spokanecity.org

Additional Distribution

cejohnson@spokanecity.org

Parks Accounting

parksaccounting@spokanecity.org

Additional Distribution

sdeatrich@spokanecity.org

Additional Distribution

gbyrd@spokanecity.org

Additional Distribution

jkconley@spokanecity.org

Additional Distribution

Spokane Park Board

Briefing Paper



Committee	Finance	Committee meeting date: August 8, 2023	
Requester	Rich Lentz	Phone number: 509-625-6544	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2023-0713		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution Amendment.		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfacers. In May of 2023, Park Board approved the purchase of a Zamboni 450 for approximately \$156,295 plus applicable taxes and loan fees. In July of 2023, Park Board approved a resolution recommending City Council to approve financing the Zamboni Purchase through a SIP (Spokane Investment Pool) loan. Due to the timing of the loan advance date and to keep a true 5 year loan maturity, Bond Counsel has requested the SIP loan to mature in June of 2028 versus December of 2028. This will increase the annual debt service from approximately \$39,354 to approximately \$42,796. This amount may adjust depending on the approval date and advance date of the funds.</p>			
Motion wording:			
Approve the amended SIP Loan Resolution and advance to Spokane City Council for approval.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane City Council			
Name:		Email address:	Phone:
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrach			
Requester: Rich Lentz			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
Approximately \$42,796 annual debt service		1400-54312-76810-80102-99999	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> UBI:	Business license expiration date:
<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a loan from the Spokane Investment Pool (SIP) in the amount of approximately \$156,295 plus applicable taxes and loan fees to purchase a Zamboni Ice Resurfacing Machine at the Numerica Ice Skating Ribbon in Riverfront Park.

WHEREAS, Spokane Parks and Recreation owns and operates the Numerica Ice Skating Ribbon open to the public; and

WHEREAS, the title sponsor of the Ice Skating Ribbon is Numerica Credit Union; and

WHEREAS, The Numerica Ice Skating Ribbon is an outdoor ice skating facility designed with changes in elevation and widths with more turns than a traditional ice rink; and

WHEREAS, Numerica Ice Skating Ribbon is open for 4 months from November through February for Ice Skating and plays an important part of downtown holiday activities. Revenue from operations is critical to ensuring the Ice ribbon can continue to remain open and recover its cost; and

WHEREAS, the condition of the ice surface is important for providing a safe skating experience and without proper conditioning the Numerica Ice Ribbon must close; and

WHEREAS, the ice surface is currently maintained by an Olympia brand ice resurfacing machine which was built in 2012 and designed for flat indoor surfaces; and

WHEREAS, the cost of corrective repairs for the Olympia is increasing annually and repairs during the skating season has caused the Ice Skating Ribbon to close resulting in average daily revenue loss of \$4,100 to \$10,500; and

WHEREAS, the Olympia is the only machine within City inventory able to maintain the ice and has no redundancy in event of breakage; and

WHEREAS, Unplanned closures decrease the customer confidence and tarnishes the reputation of the City and Numerica Credit Union as the title sponsor of the facility; and

WHEREAS, Park Board desires to improve quality of the ice surface and ensure sufficient redundancy is in place to avoid unplanned closures with a purchase of a new machine and retention of Olympia Ice resurfacing machine as a back-up; and

WHEREAS, in 2018 an ice skating facility consultant recommended alternative machines to better meet the maintenance needs of the Ice Ribbon design; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, The City’s goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, The Zamboni 450 ice resurfacing machine is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and recommended by the consultant; and

WHEREAS, the manufacturing lead time for the Zamboni 450 is approximately 14 months, expected to be delivered in Fall 2024; and

WHEREAS, Zamboni requires a purchase order from City to reserve a production slot with full payment due upon delivery of the new machine; and

WHEREAS, The Numerica Ice Skating Ribbon is revenue generating program and capable of repaying the SIP loan over the next 5-years of debt service; and

WHEREAS, Park Board is requesting approximately a \$156,295 (plus applicable taxes and loan fees) SIP loan with funds available immediately upon City Council approval, with an annual debt service payment of approximately \$42,796 with payments beginning June 2024, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool for approximately \$156,295 plus applicable taxes and loan fees, said loan would be repaid over a 5-year term from revenue generated from fees collected at the Numerica Skate Ribbon; and

IT IS FUTHER RESOLVED, Park Board shall authorize a temporary encumbrance from the Parks and Recreation Fund for a Purchase Order required to retain the production slot with Zamboni with the understanding that encumbrance of the Parks and Recreation Fund will be released commensurate with draws made against the SIP loan.

Dated this 10 day of August 2023.



Attest.

Bob Anderson
Park Board President

Approved as to Form:

Joni A. Hester
City Clerk

James Richman
Assistant City Attorney

3.7 - SBO for Therapeutic Courts acceptance of AOC awards for Fiscal Year 2024

Thompson, Sarah

Sponsors: CP Kinnear and CM Wilkerson

Municipal Court received funding from the Administrative Office of the Courts to support four therapeutic court programs July 1, 2023 through June 30, 2024: Community Court, Domestic Violence Intervention Treatment (DVIT) Court, DUI Court and Veterans Court. The attached SBO is to increase revenue by \$738,050 to fund: Community Court in the amount of \$293,750; DUI Court in the amount of \$76,350; DVIT Court in the amount of \$341,549.68; and Veterans Court in the amount of \$26,400.

| For Discussion

Attachments

[AOC Award and Distribution-Briefing Paper.docx](#)

[AOC Grants SBO.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	CP Kinnear and CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO for Therapeutic Courts AOC awards for FY 2024
Summary (Background)	<p>Municipal Court received funding from the Administrative Office of the Courts to support four therapeutic court programs: Community Court, Domestic Violence Intervention Treatment (DVIT) Court, DUI Court, and Veterans Court. The AOC cost categories available are for: salary and benefits; program equipment and technology; training and travel; treatment; and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>The attached SBO is to increase revenue by \$738,050 to fund the below therapeutic courts as follows:</p> <p>Community Court in the amount of \$293,750 DUI Court in the amount of \$76,350 DVIT Court in the amount of \$341,549.68 Veterans Court in the amount of \$26,400</p> <p>The increased appropriation of \$738,500 to fund the below city cost categories as follows:</p> <p>Base wages and benefits in the amount of \$366,930 Equipment in the amount of \$9,250 Travel in the amount of \$53,600 Professional services in the amount of \$308,270</p>
Proposed Council Action	Approve funding from the AOC for Fiscal Year 2024
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
	What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$738,050.
 - A) Of the increased revenue, \$293,750 is provided by the Administrative Office of the Courts for the Community Court.
 - B) Of the increased revenue, \$76,350 is provided by the Administrative Office of the Courts for the DUI Court.
 - C) Of the increased revenue, \$341,550 is provided by the Administrative Office of the Courts for the DVIT Court.
 - D) Of the increased revenue, \$26,400 is provided by the Administrative Office of the Courts for the Veterans Court.
- 2) Increase appropriation by \$738,050.
 - A) Of the increased appropriation, \$366,930 is provided solely for base wages and benefits.
 - B) Of the increased appropriation, \$9,250 is provided solely for minor equipment.
 - C) Of the increased appropriation, \$53,600 is provided solely for travel.
 - D) Of the increased appropriation, \$308,270 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Administrative Office of the Courts therapeutic court grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

3.8 - SBO Right of Way Funding

Cerecedes, Jennifer

CHHS has requested the ability accept and disburse Department of Commerce ROW funding for fiscal years 2024 and 2025. This funding is intended to be used for services related to housing and homelessness.

The Washington State fiscal year runs from July 1 to June 30 which is why we are recording the FY24 amount listed below in the City of Spokane's 2023 fiscal year, which runs from January 1 to December 31.

Please approve this Special Budget Ordinance to allow the City to receive and spend the funding awarded.

| For Discussion

Attachments

[Briefing Paper - ROW Funding.docx](#)

[SBO - ROW Funding.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	CHHS																														
Contact Name	Jenn Cerecedes																														
Contact Email & Phone	jcerecedes@spokanecity.org																														
Council Sponsor(s)	Bingle & Cathcart																														
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																														
Agenda Item Name	SBO - Rights of Way (ROW) Initiative Funding																														
Summary (Background)	<p>CHHS has requested the ability accept and disburse Department of Commerce ROW funding for fiscal years 2024 and 2025. This funding is intended to be used for services related to housing and homelessness.</p> <p>The Washington State fiscal year runs from July 1 to June 30 which is why we are recording the FY24 amount listed below in the City of Spokane's 2023 fiscal year, which runs from January 1 to December 31.</p> <p>4. Attachment B "BUDGET" is amended as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Line Item</th> <th style="text-align: center;">FY 23</th> <th style="text-align: center;">FY24</th> <th style="text-align: center;">FY25</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Trent Shelter</td> <td style="text-align: right;">\$1,818,182</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$4,818,182</td> </tr> <tr> <td>Rapid Rehousing (Housing Navigators)</td> <td style="text-align: right;">\$596,932</td> <td style="text-align: right;">\$347,325</td> <td style="text-align: right;">\$347,325</td> <td style="text-align: right;">\$347,325</td> </tr> <tr> <td>Diversion Program – United Way</td> <td style="text-align: right;">\$136,364</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$136,364</td> </tr> <tr> <td>Admin</td> <td style="text-align: right;">\$255,147</td> <td style="text-align: right;">\$184,733</td> <td style="text-align: right;">\$184,733</td> <td style="text-align: right;">\$624,613</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$2,806,625</td> <td style="text-align: right;">\$2,032,058</td> <td style="text-align: right;">\$2,032,058</td> <td style="text-align: right;">\$6,870,741</td> </tr> </tbody> </table>	Line Item	FY 23	FY24	FY25	Total	Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182	Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325	Diversion Program – United Way	\$136,364	-	-	\$136,364	Admin	\$255,147	\$184,733	\$184,733	\$624,613	TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741
Line Item	FY 23	FY24	FY25	Total																											
Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182																											
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325																											
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Admin	\$255,147	\$184,733	\$184,733	\$624,613																											
TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741																											
Proposed Council Action	Please approve this Special Budget Ordinance to allow the City to receive and spend the funding awarded.																														
Fiscal Impact	<p>Total Cost: <u>\$ 2,032,058</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Department of Commerce ROW funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>																														
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>These funds are to support housing and services for ROW participants from CAMP HOPE.</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data</p>																														

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

CMIS will be used to collect data

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

This proposal aligns with the 5 year strategy to end homelessness

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,032,058
 - A) Of the increased revenue, \$2,032,058 is provided by the Washington State Department of Commerce (DOC) as part of the Rights of Way (ROW) initiative.
- 2) Increase appropriation by \$2,032,058
 - A) Of the increased appropriation, \$2,032,058 is provided solely for contractual services related to housing and homelessness as part of the ROW initiative.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide housing and homelessness assistance to the citizens of Spokane via the Rights of Way program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

3.9 - CHHS Consolidated Homeless Grant SBO

Cerecedes, Jennifer

Approval of the SBO to allow the City of Spokane to record the grant revenue and distribute the awards to sub-recipients.

The funding needed in the 2023 budget for the period of July 1, 2023-December 31, 2023 is as follows:

Carl Maxey Center	\$ 89,757
Nuestra Raices	\$ 69,492
Family Promise	\$ 35,435
<u>City of Spokane</u>	<u>\$ 93,808</u>
Total	\$ 288,492

| For Decision

Attachments

[Briefing Paper - SBO Consolidated Homeless Grant \(CHG\).docx](#)

[SBO - Consolidated Homeless Grant \(CHG\)v2.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Bingle/Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SBO – CHG funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Commerce awarded new, ongoing funding as part of our Consolidated Homeless Grant (CHG) for Eviction Prevention, HEN FCS bridge, inflationary increases, and local document recording fees.</p> <p>The funding needed in the 2023 budget for the period of July 1, 2023-December 31, 2023 is as follows:</p> <ol style="list-style-type: none"> 1) Increase revenue by \$4,795,078 <ol style="list-style-type: none"> A) Of the increased revenue, \$4,795,078 is provided by the Washington State Department of Commerce (DOC) as part of the Consolidated Homeless Grant (CHG) program. 2) Increase appropriation by \$4,795,078. <ol style="list-style-type: none"> A) Of the increased appropriation, \$321,700 is provided solely for salaries and benefits for the City of Spokane’s employees who will be administering the programs. B) Of the increased appropriation, \$267,700 is provided solely for other supplies, services, and equipment required for the administration of the programs. C) Of the increased appropriation, \$4,205,678 is provided solely for contractual services to be provided by the City’s sub-recipients to deliver services to the community.
Proposed Council Action	Approval of the SBO to allow the City of Spokane to record the grant revenue
Fiscal Impact	<p>Total Cost: <u>\$4,795,078</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Washington State Department of Commerce Consolidated Homeless Grant</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	Serves homeless and at risk households
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Either CMIS, or a separate reported process to be determined by Department of Commerce.	

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

Department of Commerce will use submitted data to benchmark the effectiveness of this program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the 5 year plan to end homelessness.

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$4,795,078
 - A) Of the increased revenue, \$4,795,078 is provided by the Washington State Department of Commerce (DOC) as part of the Consolidated Homeless Grant (CHG) program.
- 2) Increase appropriation by \$4,795,078.
 - A) Of the increased appropriation, \$321,700 is provided solely for salaries and benefits for the City of Spokane's employees who will be administering the programs.
 - B) Of the increased appropriation, \$267,700 is provided solely for other supplies, services, and equipment required for the administration of the programs.
 - C) Of the increased appropriation, \$4,205,678 is provided solely for contractual services to be provided by the City's sub-recipients to deliver services to the community.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide services to the citizens of Spokane via the Consolidated Homeless Grant program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

3.10 - Resolution Amending Type of Police Vehicle Purchases

Council Sponsor: CP Kinnear

Resolution 2022-0030 provided pre-purchase approval for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on Resolution 2022-0030, Section A, Item i, from:

“Up to 25 Ford K8 Electric Hybrid models” to:

“Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

Attachments

[F_A Amendment RES 2022-0030.docx](#)

[Police Vehicles Purchase Agreement RES.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment to Resolution 2022-0030
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Resolution 2022-0030 provided pre-purchase approval for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on Resolution 2022-0030, Section A, Item i, from: "Up to 25 Ford K8 Electric Hybrid models" to: "Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows." This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.
Proposed Council Action	Suspend Rules to Approve Amendment at earliest date.
Fiscal Impact	
Total Cost: <u>Neutral</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services gathers data on fuel economy and other lifecycle costs to determine vehicle viability.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	

RESOLUTION NO. 2023-_____

A Resolution amending the specific type of police vehicles allowed to be procured and commissioned as sited in Resolution 2022-0030.

WHEREAS, Spokane City Council passed Resolution 2022-0030 on March 28, 2022, which pre-authorized Spokane Police Department to enter into purchase agreements for police vehicles; and

WHEREAS, subsequent to the adoption of the Resolution 2022-0030, due to manufacturing constraints, many of the specific type of police vehicle orders, allowed to be procured and commissioned as sited in Resolution 2022-0030, may not be fulfilled; and

WHEREAS, this amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council shall promptly amend the specific type of police vehicles allowed to be procured and commissioned as sited in Special Budget Ordinance C36201 that was passed by the council on May 2, 2022, to read as follows:

- i. ((Up to 25 Ford K8 Electric Hybrid models)) Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,

BE IT ALSO RESOLVED that Fleet is pre-authorized to enter into purchase agreements for vendors of the thirty-five police vehicles in order to avoid price increases and product scarcity.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.11 - Emergency Ordinance Amending Type of Police Vehicle Purchases

Council Sponsor: CP Kinnear

Ordinance C36201 transferred ARPA funds for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36201, Section 1, Item i from

“Up to 25 Ford K8 Electric Hybrid models” to:

“Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

Attachments

[F. A Amendment to C36201.docx](#)

[Police Vehicle Amendment ORD.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance C36201 transferred ARPA funds for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36201, Section 1, Item i from “Up to 25 Ford K8 Electric Hybrid models” to: “Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.” This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.
Proposed Council Action	Suspend Rules to Approve Amendment at earliest date.
Fiscal Impact	
Total Cost: <u>Neutral</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services gathers data on fuel economy and other lifecycle costs to determine vehicle viability.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	

ORDINANCE NO C-_____

An ordinance amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance No. C-36201 that was passed by the council on May 2, 2022 and declaring an emergency.

WHEREAS, on May 2, 2022 the council passed Ordinance No. C-36201, which specified the specific type of police vehicles allowed to be procured and commissioned with American Rescue Plan Act funds, and which ordinance in turn amended Ordinance No. C-36121, which was passed by the council on December 13, 2021 and was entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage"; and

WHEREAS, on February 6, 2023 the council passed Ordinance No. C-36353, which carried over budget authority for 2022 obligated budget items that were not completed by year-end, which included funding for the specific type of police vehicles included in Ordinance No. C-36201; and

WHEREAS, subsequent to the adoption of the Ordinance No. C-36201 and Ordinance No. C-36353, due to manufacturing constraints, many of the specific type of police vehicle orders, allowed to be procured and commissioned as sited in Ordinance No. C-36201, may not be fulfilled; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 1.A.i. of Ordinance No. C-36201, providing for changes in the budget of the American Rescue Plan Act Fund, and the budget annexed thereto with reference to the American Rescue Plan Act Fund, be amended as follows:

- i. ~~((Up to 25 Ford K8 Electric Hybrid models))~~ Up to 25 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase and commission fire and police vehicles, purchase and installation of electric charging infrastructure and procurement of a study, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

3.12

5 min

3.12 - SAFO TA

Williams, Tom M.

Council Sponsor: CM Cathcart

Question and answer for Local 29 SAFO contract TA which has previously been briefed in executive session.

Looking for Council final approval on August 28.

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Attachments

[Briefing Paper SAFO TA.docx](#)

[SAFO Tentative Agreement Proposal.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Fire
Contact Name	Assistant Chief Williams
Contact Email & Phone	tmwilliams@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Committee Date	August 21 st , 2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SAFO TA
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Question and answer for Local 29 SAFO contract TA which has previously been briefed in executive session. Looking for Council final approval on August 28.
Proposed Council Action	Approval of TA
Fiscal Impact	
Total Cost: <u>Minimal because of cost cutting measures</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Continued Fire Service Leadership	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

**SPOKANE FIRE DEPARTMENT – LOCAL 29 SAFO BARGAINING UNIT
TENTATIVE AGREEMENT**

STRATEGIC PRIORITIES GOING INTO BARGAINING:

- **Succession Planning/Recruitment/Retention**
 - **Cost Savings**
- **Contract Alignment (L29/SAFO)/Contract Cleanup (SAFO)**

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a replacement four-year contract commencing January 1, 2021. The TA is subject to ratification by the Local 29 SAFO membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and resume negotiations.

1. Succession Planning/Recruitment/Retention

1.1. Remove Fire Marshal from SAFO bargaining unit, promote to vacant Deputy Chief position

- 1.1.1. Current supervisory oversight & work responsibilities conducive to deputy chief role
- 1.1.2. Replace SAFO Division Chief position with newly negotiated Staff BC

1.2. Align 40hr/wk. SAFO members vacation accrual with L29 current CBA language

- 1.2.1. Assist with future recruitment

1.3. Allow executive chief group to join SFFBU Health Trust

- 1.3.1. Encourages internal succession/promotion to executive chief level

2. Fiscal Impact (Savings/Costs)

2.1. Eliminate Call Back Response Chief Plan - Article XIX Section 7

- 2.1.1. Approximate \$60,000/year savings
- 2.1.2. Executive Chief group retains call back coverage needs

2.2. Eliminate one (1) floating holiday

- 2.2.1. Align 40-hour SAFO member holiday list to meet current officially designated holidays (9SFFBU CBA alignment)

2.3. Reduce BC probationary mentoring term to three (3) months

- 2.3.1. Values probationary time as intended. BC academy will be held at minimum every 3rd year
- 2.3.2. If no BC academy has been conducted at the time of a promotion, the mentoring would revert to 6 months
- 2.3.3. Reduces OT and mentoring burden to SAFO group

2.4. OT reduction - Doubling of pay codes disallowed

- 2.4.1. OT on vacation, OT on trades, etc,
- 2.4.2. SAFO remains within current FLSA procedures and practices
- 2.4.3. Aligns with L29 current CBA overtime reduction practices

2.5. Allow captain(s) to work out of class (OOC) as battalion chief

- 2.5.1. Provides growth opportunity for captain work group
- 2.5.2. Up to four (4) captains from current BC promotional list allowed to work out of class as acting BC

2.5.3. Captains must have completed current BC academy and 3-month mentor term. Qualifications expire after 2 consecutive promotional lists.

2.5.4. Captains paid at captain rate during academy and mentoring. Paid OOC (currently 19% per current contract rate) for actual shifts worked as a BC

2.5.5. Current BCs allowed right of first refusal to shift

2.6. Article XXIII – Pay adjustments

2.6.1. Section 2 – Pay Scale – Beginning January 2024 Changes Division Chief (Now called Staff Battalion Chief) pay from 21% above captain to 26% above captain

2.6.2. Section 3 – Step Increases –

2.6.2.1. Codifies MOU 2018-15 (SAFO) Section 2.e. – 9.5% increase for battalion chief upon promotion, 9.5% increase upon successful completion of 6-month probation

2.6.2.2. Along with above item 2.6.1 (increase to 26% above captain), codifies MOU 2018-15 (SAFO) Section 2.e. – 10.5% (now 13%) increase for division chief (staff battalion chief) upon promotion, 10.5% (now 13%) increase upon successful completion of 6-month probation

2.6.2.3. Codifies MOU 2018-15 (SAFO) Section 2.b, c & d. – SAFO members that are qualified WA State Certified Paramedics shall receive 6% of Step 40, Grade 482 battalion chief add to pay if the credentials are maintained. SAFO members possessing at the minimum a BS/BA or higher from a Nationally Accredited Institution will receive a 6% of Step 40, Grade 482 battalion chief add to pay. The add to pay will be paid bi-weekly. There shall be no stacking of incentives for paramedic and/or education add to pays.

2.6.2.4. Codifies MOU 2018-15 (SAFO) Section 2.f. – City agrees to continue to reimburse SAFO members for tuition reimbursement and approve all classes to meet the incentive, subject to notification, WSU tuition limitation, and passing the course with a C or better.

2.7. Annual Sick Leave Buyback

2.7.1. Sick leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On December 31st, the city shall buy back from the employee all hours accrued above the maximums at 50% of the employee's base pay rate to include longevity and add to pays. The amount will be paid out on the employee's 3rd paycheck of the new fiscal year.

2.7.1.1. 40-hour (Day) employees – above 1044 hours

2.7.1.2. 24-hour employees – above 1248 hours

3. General Items, Contract Alignment (L29/SAFO) & Contract cleanup (SAFO)

3.1. Holidays

3.1.1. 24-hour SAFO members shall be paid for hours worked on the actual calendar day.

3.1.2. Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

3.2. EMT License

3.2.1. Align with SFFBU CBA Article XX, Section 22

3.3. Training Pay

3.3.1. Align with SFFBU CBA Article XX, Section 18.2

3.4. Salary Savings Plan

3.4.1. Codify changes to Article XXIV (current SAFO CBA) Section 2 as follows:

3.4.1.1. One incentive per year will be made available exclusive to SAFO members. SAFO members have from January 1 – January 31 to apply.

3.4.2.If multiple SAFO members apply for the incentive, it will be awarded to the highest seniority member.
Should no SAFO member apply for the SSP by January 31, the incentive shall be available for offer to SFFBU members from February 1st to February 28th.

3.4.3.MOU forthcoming to SFFBU CBA to align language/dates

3.5. Deferred Compensation Plan

3.5.1.Align with SFFBU CBA Article XVII Section 15

3.5.2.Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

3.6. Debit Day Elimination

3.6.1.Effective January 1, 2023 debit hours are reduced from 228 to 216.

3.6.2.Effective upon ratification, the City will continue to not pay OT for the 30-minute shift debrief

3.6.3.Effective January 1, 2024 debit days are eliminated as aligned with SFFBU contract as a 42 hour work week.

3.6.3.1.All approved hours worked outside of the normal schedule for SAFO members will be compensated as OT unless specially stated otherwise in CBA (comp time, voluntary training pay, etc.)

3.7. Current SAFO CBA changes

3.7.1.Article X – Vacation Allowance

3.7.1.1.Section 1 – Vacation Allowance

3.7.1.1.1.40-hour employee accrual changes

3.7.1.1.1.1.Hire – 11 years – 154 hours

3.7.1.1.1.2.Year 12 – 162 hours

3.7.1.1.1.3.Year 13 – 170 hours

3.7.1.1.1.4.Year 14 – 178 hours

3.7.1.1.1.5.Year 15 – 19 – 186 hours

3.7.1.1.1.6.Year 20+ - 226 hours

3.7.1.2.Section 2 – Paragraph 3 –

3.7.1.2.1.SAFO will no longer have the option to have this vacation cash out be paid to VEBA. Two option only will apply

3.7.1.2.1.1.Payout in cash on final paycheck

3.7.1.2.1.2.Payout into an established deferred comp plan up to the IRS limit

3.7.2.Article XVI – General

3.7.2.1.Section 8 – Post Accident Drug Testing

3.7.2.1.1.eliminate in entirety. City policy on drug testing applies broadly to all city employees including SAFO members. Reasonable Suspicion remains in place.

3.7.3.Attachment A – Insurance

3.7.3.1.L29 agrees to request that SFFBT allow all executive chiefs to have health care coverage with the SFFBT health plan

3.7.3.2.Retain attachment with the following updates: 2021 \$2200, 2022 - \$2289, 2023 - \$2379, 2024 - \$2474 to align with SFFBU CONTRACT.

3.7.4.Attachment B – Reorganization

3.7.4.1.Language to include the IMSM reclassified to EMS Staff Battalion Chief with agreement on open and promotional entry language. (Pending Civil Service approval) Renames current Division

Chiefs to Staff Battalion Chiefs. Reclassifies the current Fire Marshal Division Chief to a Deputy Chief rank

3.7.4.2.The City agrees to keeping the staff battalion chief positions internal/promotional **only** if there are at least three (3) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment. All Deputy Chief recruitments will remain the same current process except for Deputy Fire Marshall where the number of qualified internal candidates will fall to a minimum of 2 instead of 3.

3.7.5.Attachment C – Administrative Battalion Chief MOU

3.7.5.1.removed from CBA

3.8. Align with SFFBU CBA

3.8.1.Article III – Union Security

3.8.1.1.Section 1 – Collective Support

3.8.1.2.Section 2 – Union Membership Obligations

3.8.2.Article XV – Holidays

3.8.2.1.Section 1.3 – Holidays on Scheduled Days Off – This also codifies MOU 2017-7

3.8.3.Article XIV – Vacation Allowance

3.8.3.1.Section 4 – a - c

3.8.4.Article XVI Illness and Specialty Leaves

3.8.4.1.Section 5.2 – PFML Supplemental Benefits

3.8.4.2.Section 7 - Release for Union Business

3.8.4.3.Section 8 - Funeral bereavement

3.8.4.4.Section 9 – Military Leave

3.8.4.5.Section 11 – Emergency Leave

3.8.4.6.Section 12 – Administrative Leave

3.8.4.7.Section 16 – Parental Leave (replacing paternity leave)

3.8.5.Article XVII – Salary Computations/compensations

3.8.5.1.Section 1 – Regular hourly rate

3.8.6.Article XX General

3.8.6.1.Section 26 – Promotions. This also codifies SA 2021-2 section 4 of the SAFO Promotion Date Grievance Resolution

3.8.7.Article XXIII - Grievance Procedure and Arbitration

3.9. Overall collaborative and mutually agreed upon CBA language clean up

3.9.1.Eliminate MOU 2021-8 – Discussion continues on future probationary process

3.9.2.MOU 2021-11 & MOU 2021-14 – Battalion Chief Exam

3.9.2.1.CBA language will reference the developing ‘Promotional Workbook’

4 - Consent Items

4.1

4.1 - MLK (ECCC) - Roof Restoration Contract with WTI

*Nechanicky, Jason,
Striker, Patrick, Teal,
Jeffrey, Steele, David*

The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9th 2023. This contract will authorize the supplier to restore the roof with a new warranty.

Attachments

[Briefing Paper MLK Roof WTI contract - revised 8162023.docx](#)

[23-147a Weatherproofing Technologies PW.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Office of Neighborhood Services
Contact Name	Jason Nechanicky (Jeffrey Teal, Patrick Striker)
Contact Email & Phone	jnechanicky@spokanecity.org , jteal@spokanecity.org , pstriker@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Committee Date	8/21/2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	East Central Community Center Roof Restoration Contract with WTI
Summary (Background)	<p>The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9th 2023. This contract will authorize the supplier to restore the roof with a new warranty.</p> <p>Contract total – 797,830.00 (plus applicable sales tax)</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Dept of Commerce Grant S22115	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The MLK center provides various services to the neighborhood and will ensure the building is properly maintained to continue to serve it community needs.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
No data will be collected resulting from this action.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
No data will be collected resulting from this action.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This action aligns with City Facility building plans to ensure that buildings are properly maintained.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEATHERPROOFING TECHNOLOGIES, INC.**, whose address is 3735 Green Road, Beachwood, Ohio 44122 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**, selected through Omnia contract R180903.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed Proposal No. WA-R-180903-317815 (Exhibit B), the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any).. These contract documents are on file in the Office of Neighborhood Services and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on August 21, 2023, and ends on March 1, 2024, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Office of Neighborhood Services, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for thirty (30) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

10. **INSURANCE.** During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$2,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$0,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, or reduction of limits of the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City. The indemnity and

agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
15. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts

- by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
19. 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.
20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

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

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

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

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

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

WEATHERPROOFING TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Contractor’s Proposal No. WA-R-180903-317815

Exhibit C - Certification of Compliance with Wage Payment Statutes

Payment Bond

Performance Bond

23-147a

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT B

PAYMENT BOND

We, **WEATHERPROOFING TECHNOLOGIES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

**WEATHERPROOFING TECHNOLOGIES,
INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **WEATHERPROOFING TECHNOLOGIES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

WEATHERPROOFING TECHNOLOGIES, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

4.2

4.2 - Settlement Resolution

Jordan, Scott

CP Kinnear & CM Wilkerson - Approving settlement of claim for damages of Arealous Earthman and Tami Earthman as a result of damage to their property.

| For Decision

Attachments

[Committee Agenda Sheet Earthman settlement.docx](#)

[Settlement resolution Earthman.docx](#)

Committee Agenda Sheet [Finance and Administration]

Submitting Department	Risk Management - 5800
Contact Name & Phone	Scott Jordan – 625-6223
Contact Email	jsjordan@spokanecity.org
Council Sponsor(s)	CP Kinnear / CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Settlement Resolution
Summary (Background)	Approving settlement of claim for damages of Arealous Earthman and Tami Earthman as a result of damage to their property.
Proposed Council Action & Date:	Resolution approving the Arealous Earthman and Tami Earthman Settlement Agreement and Release of all claims for \$105,795.18. Council Meeting of: August 21, 2023
Fiscal Impact:	
Total Cost: \$105,795.18	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
These funds will be paid out of Risk Management and Utility Department Funds and does not involve monies from the General Fund	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on October 24, 2022 Arealous Earthman and Tami Earthman (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of damage to their property at 3634 S. Lee Street, in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 18/100 DOLLARS (\$105,795.18)**; and

WHEREAS, Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 18/100 DOLLARS (\$105,795.18)**; to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of August, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4.3

4.3 - TRAC Warming Shelter A&E Contract Amendment

Steele, David

The architectural firm Architects West is under contract to complete the bid / construction documents for the TRAC restrooms / showers, etc.. Due to requirements established during the Permitting Predevelopment Process, the City (through the Facilities Department) has requested significant scope adjustments that will result in additional A&E fees.

Attachments

[Finance Briefing Paper - 2023 TRAC A E Contract Amendment - Steele \(1\).docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	Kinnear / Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TRAC A&E Contract Amendment
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The architectural firm Architects West is under contract to complete the bid / construction documents for the TRAC restrooms / showers, etc.. Due to permit requirements established during the Permitting Predevelopment Process, the City (through the Facilities Department) has requested significant scope adjustments that will result in additional A&E fees. The significant items related to the final change of use are:</p> <p>Additional site work bringing the entire building up to ADA standards for access.</p> <p>Additional utility work because of increased fixture counts</p> <p>Structural reviews resulting from evaluating roof loads for mechanical equipment, the design of a mechanical mezzanine, loads related to the option of an occupied mezzanine.</p> <p>Mechanical work requiring a condition survey of the entire building, increasing fixtures counts in the building, additional heating and ventilation requirements related to code determinations</p> <p>Fire suppression is required for the entire building</p> <p>Resulting electrical upgrades and updates required to support all the additional elements outlined above.</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: <u>\$77,960</u> plus applicable tax (Total contract will be <u>\$195,460</u>) Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 1910-53010-65410-54101-89017 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.

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

What impacts would the proposal have on historically excluded communities?

This work focuses on providing an emergency housing to the local homeless community.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This work focuses on providing an emergency housing to the local homeless community, service providers collect this type of information as allowed.

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

This work focuses on providing an emergency housing to the local homeless community, the programs involved are continuously working for improvement.

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

This work focuses on providing an emergency housing to the local homeless community.

4.4

4.4 - 4100 - Water Department Approval of Value Blanket Order for Gate Valves *Prince, Thea, Searl, Loren*

Council Sponsors: CM Cathcart & CM Wilkerson

Request for Quotes 5928-23 was opened on 6/23/23 for the annual supply of gate valves on an “as needed” basis. Four (4) responses were received with American AVK (Minden, NV) being the lowest responsive bidder. This order will be set up as a five (5) year Value Blanket Order and the department will order on an “as needed” basis.

| For Information

Attachments

[Water - Gate Valves Briefing Paper 07262023.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Cathcart & CM Wilkerson
Committee Date	8/21
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 - Approval of Value Blanket for Gate Valves
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Request for Quotes 5928-23 was opened on 6/23/23 for the annual supply of gate valves on an “as needed” basis. Four (4) responses were received with American AVK (Minden, NV) being the lowest responsive bidder. This order will be set up as a five (5) year Value Blanket Order and the department will order on an “as needed” basis.
Proposed Council Action	Approve Value Blanket Order
Fiscal Impact	
Total Cost: <u>\$225,000.00</u> annually	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Department	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors	

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

4.5

4.5 - Outside Counsel Contract Amendment

Smithson, Lynden

Contract Amendment for Summit Law Group, Labor work. CM Cathcart sponsor.

Attachments

[Briefing Paper Summit Law Group - Labor 8-1-23.docx](#)

[23-155 Summit Law Group Amendment OPR 2022-0481.docx](#)

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Legal
Contact Name & Phone	Lynden Smithson, Ext. 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amendment to Outside Counsel Contract
Summary (Background)	Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.
Proposed Council Action & Date:	Committee review on August 21, 2023 with Council Approval on August 28 th if approved
Fiscal Impact:	
Total Cost: <u>\$75,000</u>	
Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: General Fund	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

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

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

23-155

4.6

4.6 - Outside Council Contract Amendment

Smithson, Lynden

Contract amendment with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC on Bradley case; CM Cathcart sponsor.

| For Information

Attachments

[Bradley Briefing Paper.docx](#)

[23-153 Bradley Contract Amendment.docx](#)

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Legal
Contact Name & Phone	Lynden P. Smithson, 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of Robert Bradley, et al. v. City of Spokane, et al.</u> This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.</p>
Proposed Council Action & Date:	Committee review on August 21, 2023 with Council Approval on August 28 th if approved
Fiscal Impact:	
Total Cost: <u>\$100,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF ROBERT BRADLEY, ET. AL. V. CITY OF SPOKANE, and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated February 15, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

23-153

4.7

4.7 - Outside Counsel Contract Amendment 1

Smithson, Lynden

Contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC. in Shafer v. COS matter; CM Cathcart Sponsor.

| For Information

Attachments

[23-154 Shafer Contract Amendment.docx](#)

[Shafer Briefing Paper.docx](#)



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID SHAFER, ET. AL. V. CITY OF SPOKANE, and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated November 8, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

23-154

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Legal
Contact Name & Phone	Lynden P. Smithson, 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of David Shafer, et al. v. City of Spokane</u>. This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.</p>
Proposed Council Action & Date:	Committee review on August 21, 2023 with Council Approval on August 28 th if approved
Fiscal Impact:	<p>Total Cost: <u>\$50,000.00</u></p> <p>Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: _____</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities? N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A</p>

4.8

5 min

4.8 - Council Sponsor CM Wilkerson - Contract Amend-Extension

McIntosh, Seth

| For Information

Attachments

[Finance Briefing re GeoEngineers Amend-Exten 7-28-23.docx](#)

[U2023-067a GeoEngineers - Amendment - Extension.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Contract Amendment and Extension #1
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project requires additional work therefore, requiring additional time and funds. A Seismic Hazard Evaluation Study needs to be done, which is more cost effective to add to the original contract. Additional funds are needed in the amount \$90K Extending the end date from December 31, 2023 to December 31, 2024.
Proposed Council Action	
Fiscal Impact	
Total Cost: <u>\$90,000.00 + tax</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A. The project is a study that meets regulatory requirements and involves no change to the City's current hydroelectric or water supply operations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A. There is no effect of the project outside City property, procedures, and personnel.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs will be tracked and compared. The evaluation is the most cost-effective approach at during the Part 12D project.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with and is included in the City's contractual services budget.	



City of Spokane
CONTRACT AMENDMENT / EXTENSION #1
Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **GeoEngineers, Inc.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“**Consultant**”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I for the City; and*

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on May 2, 2023, and shall end December 31, 2024.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

A Seismic Hazard Evaluation Study Analysis needs to be performed prior to the Comprehensive Assessment for the best cost-effective approach.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this

Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

GeoEngineers, Inc., - proposed scope of work dated June 16, 2023.

U2023-067a

4.9

4.9 - Upriver Dam Contract Amendment and Extension #1

*Searl, Loren,
McIntosh, Seth,
Finger, Jeanne,
Hulvey, Rosemarie*

Council Sponsor: CM Wilkerson

Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project requires additional work therefore, requiring additional time and funds. A Seismic Hazard Evaluation Study needs to be done, which is more cost effective to add to the original contract. Additional funds are needed in the amount \$90K. Extending the end date from December 31, 2023 to December 31, 2024.

| For Information

Attachments

[Finance Briefing re GeoEngineers Amend-Exten 7-28-23.docx](#)

[U2023-067a GeoEngineers - Amendment - Extension.docx](#)

[Upriver 9th Part 12 Seismic Hazard Proposal.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Contract Amendment and Extension #1
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project requires additional work therefore, requiring additional time and funds. A Seismic Hazard Evaluation Study needs to be done, which is more cost effective to add to the original contract. Additional funds are needed in the amount \$90K Extending the end date from December 31, 2023 to December 31, 2024.
Proposed Council Action	
Fiscal Impact	
Total Cost: <u>\$90,000.00 + tax</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A. The project is a study that meets regulatory requirements and involves no change to the City's current hydroelectric or water supply operations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A. There is no effect of the project outside City property, procedures, and personnel.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs will be tracked and compared. The evaluation is the most cost-effective approach at during the Part 12D project.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with and is included in the City's contractual services budget.	



City of Spokane
CONTRACT AMENDMENT / EXTENSION #1
Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **GeoEngineers, Inc.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“**Consultant**”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I for the City; and*

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on May 2, 2023, and shall end December 31, 2024.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

A Seismic Hazard Evaluation Study Analysis needs to be performed prior to the Comprehensive Assessment for the best cost-effective approach.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this

Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

GeoEngineers, Inc., - proposed scope of work dated June 16, 2023.

U2023-067a

June 16, 2023

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee
Seismic Hazard Evaluation Study
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-081-13

INTRODUCTION AND PROJECT UNDERSTANDING

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch (BV) as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs) and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide, concrete, gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

The Federal Energy Regulatory Commission (FERC) required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I includes the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I is to organize and plan for the work to be completed in Phase II. Phase I is currently under contract and in progress.

Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports. This task was identified in Phase I to be expedited in advance of the other Phase II tasks.

We understand per FERC's letter (Johnson, 2023) that FERC has neither accepted nor rejected the 2020 Addendum to the Eighth Part 12D Report (HDR, 2020) due to issues identified with the seismic hazard analysis performed. FERC went on to state that the seismic hazard analysis memo (HDR, 2020) was "overly abbreviated, does not demonstrate that a site-specific seismic hazard was performed, and is not acceptable." FERC also noted that USGS tool (USGS UHS Tool) that appeared to be used to develop the controlling seismic event did not include the Spokane Fault, which activity has not been confirmed and which has the "southernmost portion of this inferred fault is as close as 5 km from Upriver Dam...and must be properly considered." FERC (Johnson, 2023) concludes, "Either provide an updated memo that thoroughly documents the work performed, including the consideration of Spokane Fault, or provide a new seismic hazard analysis."

We have reviewed the seismic hazard analysis memo found in HDR (2020) and have confirmed that the USGS UHS Tool was used to develop the controlling event, which allows us to conclude that the Spokane Fault was not included in the seismic hazard analysis developed by HDR (2020). The USGS UHS Tool uses the USGS seismic source characterization (SSC) model, which does not include the Spokane Fault, nor the Latah Fault and Cheney Zone, which are seismic sources that have been identified as possible faults near the city of Spokane. Consequently, we recommend an updated seismic hazard study be performed that incorporates an updated seismic source characterization model, which would include the consideration the Spokane Fault, Latah Fault and Cheney Zone as possible seismic sources.

SCOPE OF SERVICES

The following proposed scope of services will be the first portion of Phase II and will be used as an input into the CA. Our scope of services is based on our review of available information from our Phase I scope of work and discussions with the City. We have organized seismic hazard evaluation into the following tasks based on the purpose of each task.

Task 1. Data reconnaissance.

The purpose of this task is to complete the data compilation and review of the pertinent seismic fault source data, historical seismicity, and seismic sources of the local and regional seismicity. This includes the USGS 2023 Seismic Source Characterization (SSC) model and ground motion characterization (GMC) model, and data from existing publications, and other pertinent data and reports on local seismic sources not included in the 2023 SSC model including the Latah Fault, Spokane Fault and the Cheney Seismic Zone.

Task 2. Seismic source of characterization model (SSC).

The purpose of this task is to develop inputs that will be later used in Task 3. Probabilistic seismic hazard analysis (PSHA) and deterministic seismic hazard analysis (DSHA). The seismic source characterization will be informed with data from Task 1. It is assumed that the source model will consist of late Quaternary seismic faults within 200 km of Upriver Dam and the appropriate USGS 2023 background seismicity zones.

In addition, we will perform the source characterization of the Spokane Fault, Latah Fault, and the Cheney Zone. This characterization will include an evaluation of the seismic activity of these three sources based on United States Army Corps of Engineers (USACE) and United States Bureau of Reclamation (USBR) criteria for faults activity (USACE, 2016; USBR, 2015). If these sources are characterized as active or capable faults or sources, they will be included in the SSC model for the project site.

Task 3. Probabilistic seismic hazard analysis (PSHA) and Deterministic seismic hazard analysis (DSHA).

We propose that a modified version of seismic hazard software, HAZ45.3, and post-processing programs developed by Dr. Norm Abrahamson, will be used to perform the PSHA. The response of the Upriver Dam will be assumed to be dominated by the horizontal component of the ground motion. The 5 percent damping horizontal mean uniform hazard spectra (UHS) will be calculated for the 500-year, 1,000-year, 2,500-year, 5,000-year and 10,000-year return periods with the V_{s30} of 760 m/s. Generic site-class conversion factors will be provided to convert the rock spectrum to site-class specific spectrum. The ground motions will be calculated for RotD50 (Boore, 2010) unless otherwise appropriate. Total hazard curves for peak ground acceleration (PGA) and spectral periods between 0.05 and 10 seconds will be provided. Hazard curves by the individual seismic sources and deaggregation data and plots will be provided for PGA, 0.2 seconds, 1.0 seconds.

A DSHA will be performed for the Dam site using characteristic events identified from the seismic sources identified and used for the PSHA. For consistency, the same ground motion models (GMMs) and site conditions as used in the PSHA will be used. We anticipate two sources will be evaluated, the background seismicity and the closest known Quaternary fault source. The source with the largest estimated PGA will be used for developing the deterministic spectra. The 50th (median) and 84th (median + standard deviation) percentile deterministic spectra will be calculated for characteristic events.

Task 4. Design Criteria

The controlling maximum credible earthquake (MCE) spectrum will be selected and compared to the site-specific PSHA and 2018 USGS National Seismic Hazard Model (NSHM) mean UHS. At this point in the project GeoEngineers will meet with the City of Spokane to discuss the results and approach for proceeding with documentation and presentation of results.

Task 5. Technical Report and Final Report

Prepare a technical report in accordance with the FERC Chapter 13 Guidelines for Evaluation of Earthquake Ground Motions (FERC, 2018) summarizing the updated seismic source model, the results of the PSHA, recommended response spectrum(a), and in a seismic ground motion hazard report (electronic copy). Prepare a draft copy for review and comment from the City.

We will also engage Dr. Norm Abrahamson as a sub-contracted peer reviewer of the seismic hazard analysis. Dr. Norm Abrahamson has agreed to act in this role and provide a letter of review and concurrence following incorporation of his review comments. After receipt of one round of comments from N. Abrahamson, respond to and resolve comments and prepare/submit a final report (electronic copy). The letter of review will be included as a deliverable with the final technical report.

Task 6. Response to FERC Comments

After receipt of one round of comments from FERC, respond to and resolve comments and prepare/submit revised final report (electronic copy), as needed. We assume FERC comments will not require significant rework of the seismic hazard analysis based on our collaboration with Dr. Norm Abrahamson.

Task 7 Project Management and Meetings

Attend up to four one-hour virtual meetings/conference calls with the City to discuss progress of the work and present the results of the seismic hazard study and resolve comments on the study and draft report.

Deliverables/Schedule:

The following presents our proposed schedule for deliverables.

- Seismic Source Characterization Model – 12 weeks after notice-to-proceed (NTP).
- Design Criteria Selection – Provided 8 weeks after the seismic source model is developed.
- Draft Report – 8 weeks after the design criteria selection, will be submitted to Dr. Norm Abrahamson.
- Revised Report – 2 weeks after receiving Dr. Norm Abrahamson's comments. To be reviewed by Dr. Norm Abrahamson for final inspection.
- Final Report and review letter by Dr. Norm Abrahamson – 1 week after Dr. Norm Abrahamson finished his final review.

Exclusions:

The following are not included in this advance scope as it is currently undetermined if this analysis will be required for the STID.

- Time History Development
- Conditional Mean Spectra
- Vertical Spectra
- Ground Motion Response Analyses

References:

FERC (2018). Engineering Guidelines for the Evaluation of Hydropower Projects, FERC. Chapter 13 – Evaluation of Earthquake Ground Motions.

Johnson, D.L. (2023). FERC Comment Letter, Subject: Eight CSIR and Revised STID, Upriver Project. Addressed to: Seth McIntosh, City of Spokane. Dated 1/9/2023.

USACE (2016). Engineering and Design – Earthquake Design and Evaluation for Civil Works Projects. Regulations, Washington, D.C.: U.S. Army Corps of Engineers: ER 1110-2-1806

USBR. (2015). Chapter 13: Seismic Analysis and Design, of Design 1569 Standards No. 13 – Embankment Dams.

USGS UHS Tool: <https://earthquake.usgs.gov/hazards/interactive/>

TERMS, SCHEDULE, AND FEE ESTIMATE

We understand our services will be provided in accordance with mutually agreed upon terms and conditions. Our schedule will be based on the task durations noted in the deliverable schedule above. We can provide an updated schedule with specific dates when NTP is provided. The actual schedule will depend on coordination with the City and FERC. To allow for unknowns and potential delays in the schedule we request that notice to proceed be provided the week of July 10, 2023 to ensure our services are complete by the end of December 2023.

Our fee will be a lump sum of **\$90,000** for the services outlined above. We will bill monthly based on project progress between notice to proceed and December 2023.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.


This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to continue our services with the City and appreciate your confidence in our firm. Please call if you have any questions regarding our understanding of the project or our fee.

Sincerely,
GeoEngineers, Inc.


Melanie A. Walling, PE
Senior Geotechnical Engineer


Devon T. McLay, PE
Senior Geotechnical Engineer


Lyle J. Stone, PE
Associate Geotechnical Engineer


Lindsay C. Flangas, PE
Principal Geotechnical Engineer

MAW:DTM:LJS:LCF:atk

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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4.10

5 min

4.10 - Contract to perform an Effectiveness Study

George, Trey

Council Sponsor : CM Kinnear

Evergreen StormH2O was identified through the RFQu procurement process as the preferred consultant to perform the Effectiveness Study titled *Stormwater Treatment Evaluation for Non-Vegetated Bioretention Cells in Variable Season Conditions*. An MOU to share the costs of the Effectiveness Study was provided consent in July 2023. Consent is requested to initiate the actual contract to perform the study.

| For Information

Attachments

[FandA Committee briefing_Evergreen Contract.docx](#)

[U2023-066b StormH20 - Consultant Agreement Signed.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Wastewater Management
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent for contract with Evergreen StormH2O to perform an effectiveness study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Section S8.A.2k of the Eastern Washington Phase II Municipal Stormwater Permit requires permittees to <i>“Coordinate with other Permittees... to plan and begin an additional...effectiveness study.”</i></p> <p>The City of Spokane (Lead Entity), City of Spokane Valley (Participant), and Spokane County (Participant) cooperatively developed a proposed study titled <i>Stormwater Treatment Evaluation for Non-Vegetated Bioretention Cells in Variable Season Conditions</i> to satisfy the permit requirement. In accordance with the permit, each jurisdiction independently submitted a brief description of the study, a detailed study design proposal, and a Quality Assurance Project Plan to Ecology in June 2021, September 2022, and July 2023, respectively.</p> <p>The proposed study is being separately performed from, but in alignment with, a grant funded TAPE Project in order to realize cost savings while maintaining compliance. The estimated total cost to perform the effectiveness study is \$101,035, where each jurisdiction will contribute approximately \$33,678 under an MOU agreement. The MOU for sharing the effectiveness study costs was provided consent by City Council on July 24th, 2023.</p> <p>An RFQu was published in May 2023 that, among other tasks, included the performance of the effectiveness study. Evergreen StormH2O was identified as the preferred consultant to perform the work identified in the RFQu. The contract between the City of Spokane and Evergreen StormH2O is ready to be initiated to perform the effectiveness study.</p>
Proposed Council Action	Provide consent to contract Evergreen StormH2O to perform an effectiveness study
<p>Fiscal Impact Total \$101,035 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department stormwater budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p>	

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

NOTE: All costs incurred under the referenced contract will be split 3 ways under an MOU with Spokane County and City of Spokane Valley.

Operations Impacts The study has no impacts to Operations; however, the outcome of the study may relieve some maintenance of select stormwater facilities.

What impacts would the proposal have on historically excluded communities?

None. The outcome of the study will be implemented citywide.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

A separate project being performed in concert and in alignment with this study is required to do a cultural review in order to accept grant funding, which will address environmental equity and justice. Any findings from the cultural review will be directly pertinent to the effectiveness study.

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

A Quality Assurance Project Plan (QAPP) for the study was developed and submitted to Ecology for review and approval. The study is required to follow the details written into the QAPP in order to maintain compliance with the permit.

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

The effectiveness study is a permit requirement of the Eastern Washington Phase II Municipal Stormwater permit which aligns with the City's compliance requirements. Additionally, the study is evaluating effectiveness of treatment for non-vegetated bioretention cells to determine the viability of swales that do not have vegetation to treat stormwater. Swales that don't require irrigation or regular green area maintenance align with the City's Water Conservation Plan and maintenance cost saving goals.



City of Spokane
CONSULTANT AGREEMENT
Title: NON-VEGETATED BIORETENTION
EFFECTIVENESS STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **NB ENGINEERING dba EVERGREEN STORMH20**, whose address is PO Box 18912, Spokane, Washington 99228 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to perform an Effectiveness Study to Determine Treatment Efficacies of Non-Vegetated Stormwater Bioretention Facilities; and

WHEREAS, the Consultant was selected from a Request for Quote (RFQu) 5906-23 issued by the City; and

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2023, and ends on July 1, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement is renewable upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal attached as **Exhibit B** and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED ONE THOUSAND THIRTY-FIVE AND NO/100 DOLLARS (\$101,035.00) plus tax if applicable**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work

is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**NB ENGINEERING dba
EVERGREEN STORMH20**

CITY OF SPOKANE

By Aimee S. Navickis-Brasch 7/28/23
Signature Date

By _____
Signature Date

Aimee Navickis-Brasch
Type or Print Name
President
Title

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal and scope of work

U2023-066b

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit B

Project: Perform & Manage a Grant Funded TAPE Project & Permit Required Effectiveness Study to Determine Treatment Efficacies of Non-Vegetated Stormwater Bioretention Facilities

Client: City of Spokane

Consultant: Evergreen StormH2O

Contract No.: 23002

Project Background, Goals, and Overview

This project will conduct two studies at a single test site on the Gonzaga University campus over the same timeframe. This section provides the project goals along with an overview about each project, the selected bioretention soil medias (BSMs), and the scope tasks.

Project Goals

- **TAPE Study** - Determine if two different BSM without vegetation can meet the TAPE treatment performance goals.
- **Effectiveness Study** - Evaluate trends in the treatment and infiltration performance of the two BSMs due to seasonal climate variability (summer versus winter).

Selected Bioretention Soil Media (BSM)

The test site will be modified to install two different types of BSM in adjacent cells. One BSM will consist of an 18-inch layer of 60% sand and 40% compost (60:40 BSM). The other BSM will consist of the High Performance Bioretention Soil Media (HPBSM) which is composed of an 18-inch primary layer (70% sand, 20% coir, 10% biochar) and a 12-inch polishing layer (90% sand, 7.5% activated alumina, 2.5% iron aggregate). Both BSMs are approved for general use by Ecology to provide treatment with vegetation where basic (total suspended solids [TSS]), dissolved metals (Copper & Zinc), and oils treatment are required per the Washington Municipal Separate Storm Sewer Systems (MS4) Permits. The HPBSM is also approved to provide treatment with vegetation where phosphorus treatment is required, as long as the polishing layer is included.

TAPE Study

The **TAPE Study** is being conducted due to the challenges that vegetated bioretention Best Management Practices (BMPs) create for Washington locations with hot and dry summers. Bioretention cells require an irrigation system to keep the vegetation alive between storm events during summers, which adds to the overall life cycle cost of the BMP and consumes water with a higher beneficial use. Both BSMs have also been shown to meet the TAPE treatment performance criteria during development, when they were tested without vegetation in columns. The TAPE study will therefore focus on evaluating the non-vegetated BSM against the TAPE treatment performance goals for which they are approved as vegetated BMPs. The evaluation will be performed using data collected at the test site during field monitoring from



natural rainfall events following TAPE protocol. The data expected to be collected includes weather (precipitation depth and air temperature), flow rate, and water quality samples. Data will be collected during qualifying storm events over a minimum of two wet seasons. Water quality data from samples collected during fifteen qualifying storm events will be used to perform the evaluation against TAPE treatment performance goals. The TAPE study also includes developing a TAPE application, Quality Assurance Project Plan (QAPP), Technical Evaluation Report (TER), and study fact sheet.

This project also includes work needed to prepare for and modify the test site. This is expected to include designing the test site, development of construction plan sheets and specifications, and providing construction support while the site is being modified. The test site will be modified to accommodate the HPBSM depth which is anticipated to be 18-inches deeper compared to the depth of the existing cells. It is anticipated that the automated monitoring system already installed at the site will be used for this study to collect composite influent and effluent samples, precipitation, and flow data as required by TAPE.

Effectiveness Study

The **Effectiveness Study** is being conducted to fulfill EWA Phase II MS4 Permit Requirement for effectiveness studies (S8 Monitoring and Assessment). The study will evaluate the treatment performance of the non-vegetated BSM during seasonal variations (winter versus summer) in climate conditions. The focus was chosen because the impacts of seasonal conditions and respective maintenance practices, including application of deicer, on the treatment and infiltration performance of BSM, especially related to metals, are not well understood. The Effectiveness Study will leverage the information and data collected from the TAPE Study to answer study research questions. Specifically, treatment performance data will be compared between the two seasons to evaluate whether a statistically significant difference exists, or if any trends are present. Additionally, flow data will be used to estimate and compare infiltration rates during winter and summer to assess whether any trends exist between seasons. Additional weather-dependent data will be collected following completion of the TAPE study to supplement the leveraged data. The data will be collected during controlled field tests, during which synthetic stormwater will be applied to each cell. Six of the tests will include deicer in the synthetic stormwater. Treatment performance and infiltration data collected during the simulated storm events will be evaluated to determine if there is a statistically significant difference between storm events with and without deicer. The Effectiveness study also includes developing a final QAPP, TER, study fact sheet, and data upload to either the Ecology Environmental Information Management (EIM) or International BMP database.

Scope of Work Overview

The scope of work for this project has been organized by project followed by the tasks needed to meet each project's goals. The following provides an overview of this work:



Table 1. Scope of Work Overview

Task Number, Name, & Overview
TAPE Study Project
<p>Task 1.2.1 TAPE Project Grant Administration Ensure the grant is properly managed and fully document the project to meet Ecology’s grant administrative requirements.</p>
<p>Task 2.2.1 TAPE Project Management & Coordination Includes the Consultants communication and coordination of the project. This includes managing all the technical aspects of the project as well as attending and preparing for meetings with the Consultant team, the City, and stakeholders (Spokane County, City of Spokane Valley, and the Technical Advisory Group [TAG]). Time for coordination with Ecology and the Board of External Reviewers (BER) are also included.</p>
<p>Task 3.2.1 TAPE Study Preparation Prepare for the study including developing the TAPE Application, TAPE Quality Assurance Project Plan (QAPP), BSM selection and testing, and modifying the test site.</p>
<p>Task 4.2.1 TAPE Data Collection and Analysis This task focuses on conducting the study as defined in the Ecology-approved QAPP.</p>
<p>Task 5.2.1 TAPE Project Reporting Document the TAPE study findings into a final report, a fact sheet, and upload the results to the International BMP Database.</p>
Effectiveness Study Project
<p>Task 1.2.2 Unassigned</p>
<p>Task 2.2.2 Effectiveness Study Project Management & Coordination Includes the Consultants communication and coordination of the project. This includes the Consultant managing all the technical aspects of the project as well as attending and preparing for meetings with the consultant team, the City, stakeholders, and the TAG.</p>
<p>Task 3.2.2 Effectiveness Study Preparation Support the development of an Ecology-approved QAPP that meets the EWA MS4 Permit Requirement S8.2.d.</p>
<p>Task 4.2.2 Effectiveness Study Data Collection & Analysis Conduct the study as defined in the Ecology-approved QAPP</p>
<p>Task 5.2.2 Effectiveness Study Reporting Document the Effectiveness Study findings into a final report, a fact sheet, and upload the results to the International BMP Database.</p>



Project Assumptions

Assumptions specific to each task are included in the task's scope section. General assumptions that apply to the entire project are listed below.

- The Effectiveness Study and the TAPE Project scopes of work included in this proposal will be contracted individually under two separate contracts with the City.
- The City will review and comment on deliverables on a mutually agreed timeline.
- The budget assumes one round of consolidated comments from the Client, Stakeholders (City of Spokane Valley and Spokane County), Ecology, the technical advisory group (TAG), and board of external reviewers (BER) on draft deliverables which the Consultant Team will incorporate into the final documents.
- The Consultant Team will use the comment option in Excel, Word, or a PDF compatible program to respond to all Client comments on draft deliverables. Revisions to draft deliverables showing track changes and comment responses will be submitted as the official record of how the comments were addressed.
- Following review and comment on the draft deliverables, the drafts will be updated to the final version by addressing comments provided on the draft deliverables.
- All deliverables and comments on deliverables will be transferred between the Consultant and Client via email or shared website.
- The Consultant will provide a QC review of the draft deliverables before they are submitted for review and an editorial review of the final version of deliverables before they are submitted to the Client.
- The Consultant will perform the services described in this scope of work up to the fees shown in Table 2. If additional effort is needed to meet the project goals, that extra work will be mutually determined by the Client and Consultant and defined in an amendment.
- The budget includes travel time and mileage to travel to the test site as needed meet the project goals. This is expected to include during construction, collecting samples, maintaining the monitoring equipment, and meetings with the Client if the meetings occur in person. The mileage rate billed will be determined by the rate set by the Washington State Office of Financial Management.
- Unless otherwise noted, all meetings will occur via video conference.
- The project duration will be 48 months starting after the contract is executed. The project schedule shown in Figure 7 is a draft schedule and the project schedule will be finalized after the contract is executed.
- Invoices will be submitted electronically.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Meeting agendas will be emailed to the client before meetings, and meeting notes will be emailed to the Client after meetings on a mutually agreed upon schedule.
- Ecology review periods for the TAPE deliverables including the TAPE application, QAPP, construction package, and TER are assumed to be 30 calendar days. The



Consultant will respond to Ecology's comments within ten business days of receiving the comments.

- If the test site is modified prior to Ecology approving the QAPP; the test site would be constructed at-risk meaning Ecology could request revisions to the test site after construction is complete. If this should occur and result in additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for additional work.
- Because the work for the effectiveness study is dependent upon the work described in the TAPE project being conducted and completed as described in the background and TAPE Project Scope of Work section of this document, changes to that work could impact the Consultant's ability to complete the work described for the Effectiveness study. If this should occur and result in additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for additional work.



TAPE Project Tasks

Task 1.2.1 TAPE Project Grant Administration

The work for this task focuses on ensuring the grant is properly managed and fully documented to meet Ecology's grant administrative requirements. The work associated with this task is expected to include:

Consultant Services

- **Assist the Client with Grant Administration**
 - Assist the Client with grant administration as necessary to meet Ecology requirements which are expected to include: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; developing quarterly progress reports; preparing the project closeout report; preparing a two-page outcome summary report; and uploading submittals to EAGL.
 - Support the Client in carrying out this project in accordance with any completion dates outlined in the Ecology grant agreement.
- **Contracts and Permits**
 - Obtain and retain any contracts and permits established for this project, as well as applicable property use records such as easements or property rights documentation, as necessary.
- **Manage Project Documentation**
 - Manage project documentation that demonstrates the project is compliant with applicable procurement and contracting; permitting requirements; and submittal of required performance items in order to demonstrate compliance with relevant rules and regulations with respect to permits, licenses, easements, or property rights necessary for the project.
 - Make documentation available to Ecology upon request.
- **Communication with Ecology**
 - Support the Client in maintaining effective communication with Ecology and maintain up-to-date staff contact information in the EAGL Recipient contact form.

Client Responsibilities

- Provide the Consultant with access to Ecology's Administration of Grants and Loans (EAGL) system.



Assumptions

- For Ecology grant funded projects, only the City can bill time to Task 1.2.1. As such the fees for the Consultant work described in this task are up to \$9,000 and will be billed to Tasks 2.2.1 through 5.2.1.
- Fees included in Task 1.2.1 are only for the City to provide grant administration and provide support services for the other TAPE tasks.

Deliverables

- T1.1 Quarterly Reports
- T1.2 Recipient Closeout Report
- T1.3 Outcome Summary Report
- T1.4 Contract, Permit, & Property Documents

Task 2.2.1 TAPE Project Management & Coordination

This task includes the communication and coordination of the project. This includes the Consultant Project Manager (PM) managing all the technical aspects of the project as well as attending and preparing for meetings with the Client, Stakeholders, and Technical Advisory Group (TAG). In addition, coordination with Ecology throughout the project and the BER for items related to TAPE is also included. The work associated with this task is expected to include:

Consultant Services

- **Stakeholder Coordination**
 - Check-in Meetings - Prepare for, organize, and lead quarterly meetings with the Client and Stakeholders. The purpose of these meetings is for the Consultant to provide an update on the project/grant status and to solicit input/comments from the Client and Stakeholders on the project work planned and completed to date. For each meeting, an agenda and meeting notes will be developed.
 - Kick-off Meeting - The first check-in meeting will serve as a kick-off meeting. The purpose of this meeting is for the Client, Stakeholders, and Consultant team to meet, review the scope of work and discuss the project goal and vision for the project results, identify which Client and Stakeholder staff should be involved in the project, identify potential TAG members, confirm the project schedule including deliverable deadlines and review periods, schedule future meetings, and establish communication protocol.
 - Technical Advisory Group (TAG) - The Consultant will convene a TAG, which will be composed of Ecology and additional permittees. Twice per year, the stakeholder check-in meetings will be expanded to include the TAG members to update interested parties on the project status and collect feedback on project findings and deliverables.
- **Ecology and BER Coordination**
 - Coordinate with Ecology and the BER on their review of the TAPE required documents including the TAPE application, the QAPP, and the TER. This is



expected to include coordination prior to, during, and after the review period; submitting the TAPE required documents to Ecology and the BER; organizing, preparing for, and attending meetings to discuss deliverables and review comments; and responding to Ecology and BER comments including synthesizing their comments into a table for each of the final technical documents and providing a summary of the Consultant team's comment resolution.

- Meetings will be scheduled with the Client and Stakeholders and the BER to provide an overview of the technical documents (TAPE application, QAPP, and TER) prior to their review and to discuss the BER's comments following their review.
 - Meeting agendas and notes from Ecology/BER meetings will be developed that summarize the key topics and the status of action items.
 - Up to 64 hours were budgeted for this work.
- **Consultant Project Management & Coordination**
 - Project Management - Coordinate with and manage the consultant team to successfully complete the project tasks. This will include coordinating all technical aspects of the project in accordance with the Ecology-approved QAPP, managing retention of data records required by the QAPP and TAPE, managing the project schedule, and tracking the project budget. This work also includes set up and close-out of the Consultant contract as well as preparing amendments to this contract if needed.
 - Shared Site - An online shared site (e.g., OneDrive) will be developed and managed by the Consultant that provides the Client, stakeholders, Ecology, and the BER with access to all project documents. The site will be used to house/distribute all review and working copies of deliverables.
 - Progress Reports & Invoices - Develop progress reports and invoices monthly to request payment from the Client for work completed. Monthly progress reports will be formatted the same as quarterly progress reports (Task 1.2.1) and quarterly the Consultant will combine their notes with any work completed by the Client to develop the draft grant quarterly reports.
 - **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$4,000.

Client Responsibilities

- Provide input on the scope, priority of Tasks, Schedule, and Budget.
- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Attend check-in & Ecology/BER meetings.



Assumptions

- The budget assumes seventeen (17) check-in meetings with the City and Stakeholders. TAG members will be invited to eight (8) meetings. For each meeting, 5.5 hours (88 hours total) were budgeted for the Consultant team to prepare for, attend, and complete follow-up work.
- TAPE fees are waived for Permittees as such no application or review fees were included in the Consultant fees.
- All meetings will be held via webinar.
- Budget assumes 36 progress reports and invoices will be developed.
- Ecology is responsible for convening the BER.

Deliverables

- T2.1a Check-in Meeting Agendas & Minutes (Word or PDF version)
- T2.1b List of TAG Members (PDF version)
- T2.1c TAG Meeting Agendas & Minutes (Word or PDF version)
- T2.2 Ecology & BER Meeting Agendas & Minutes (Word or PDF version); Responses to Ecology & BER Comments on the TAPE Application, QAPP, and TER (Excel or PDF, table format)
- T2.3 Monthly Progress Reports & Invoices (PDF version)

Task 3.2.1 TAPE Study Preparation

The purpose of this task is to is to prepare for the study which includes developing the experimental design and modifying the test site. This is expected to include the following work:

Consultant Services

- **TAPE Application**
 - Develop the TAPE application for entering the BMPs (non-vegetated bioretention cells with 60:40 BSM and HPBSM) into the evaluation program following the requirements defined in the 2018 TAPE Guidance and TAPE Process Overview Documents.
- **TAPE Quality Assurance Project Plan (QAPP)**
 - Develop a QAPP following the Eastern Washington Effectiveness Study Structural BMP QAPP Template. The document defines the details of the experimental design. This will include sizing the bioretention facilities following the Ecology Stormwater Management Manual for Eastern Washington (SWMMEW) design guidance.
- **Construction Package**
 - Develop a construction package, including construction drawings and specifications for modifying the test-site. This is expected to include removing/replacing the BSM from the previous Spokane County effectiveness study with the HPBSM and 60:40 BSM, lowering the cell depth to accommodate



sample collection from the deeper HPBSM, replacing the effluent collection manhole with a deeper manhole, and replacing the impermeable liner and underdrain piping. The depth of the cells is also being lowered based on lessons learned from the Spokane County Bioretention Media Thickness Effectiveness Study regarding backwater issues during high intensity rainfall events which contaminated samples. The final composition of the cells will include the 60:40 BSM in one cell and the HPBSM in the other cell.

- The construction package will include the final plans, specifications, engineer's opinion of cost (including a schedule of eligible costs, and project construction schedule. The submittal will be PDF searchable.
- The final construction package will be included in the appendix of the QAPP.

- **BSM Selection & Testing**

- Material Suppliers - Locate and contact material suppliers in EWA to identify which suppliers can provide BSM materials for this study and future EWA projects. This will include developing an inventory of suppliers, their contact information, and a summary of available media and costs. Recommendations will also be made for which supplier(s) to use for this project.
- Collect BSM samples from each cell and submit them to an Ecology-certified lab for testing the physiochemical properties defined in Tables 3 and 4.
- Verify BSM Properties - To verify the BSM installed at the test site is consistent with the BSM specification properties, results from the testing will be compared to the specification defined in SWMMEW for the 60:40 BSM and the Guidance on Using New High Performance Bioretention Soil Mixes for the HPBSM. If the properties are not consistent with these documents, a meeting will be scheduled with Ecology and the Client to decide how to proceed.

- **Modify Test Site**

- Inadvertent Discovery Plan (IDP) - Complete an IDP using the current template provided by Ecology.
- Construction Quality Assurance Plan (CQAP) - Develop a CQAP before the start of construction. The CQAP will describe how the Consultant team will perform construction oversight and include a Stormwater Pollution Prevention Plan (SWPPP), construction staging and sequencing, and identify disposal locations for the existing BSM. The CQAP will be developed following the guidance located in the Design Deliverables Document available on the Ecology website and WAC Chapter 173-240-075. The Consultant team will also oversee implementation of the CQAP.
- Pre-Construction Meeting - Organize, prepare for, and lead one pre-construction conference meeting before construction begins to review the CQAP and construction package. The crew selected to construct the test site will be invited as well as the Client, Stakeholders, Ecology, and Gonzaga University Plant Maintenance.



- Provide Construction Oversight – This is expected to include being on site during construction to confirm the test site is constructed following the plans and specifications. Field notes will be developed using the inspectors’ daily report (IDR) form developed as part of the CQAP. This will include taking photos of the test site prior to, during, and after construction which will be submitted with the IDRs after construction and included in the TER to describe the test site setup.
 - Monitoring Equipment – The Consultant will install the monitoring equipment after the test site has been constructed.
 - Construction Schedule – develop and manage the construction schedule prior to the start of the construction and whenever changes occur.
 - Change Orders – Develop eligible change orders (if needed) for items that deviate from the Ecology accepted plans and specifications.
 - Identify Materials and Equipment – Select construction materials and equipment necessary to construct the test site. This information will be provided to the City and the City is responsible for purchasing these items. The Consultant is responsible for identifying, purchasing, and/or providing maintenance (during construction) for the monitoring equipment. This is expected to include the items listed in Table 5.
 - Record Drawings – Following construction completion, the Consultant team will prepare record drawings of the as-constructed test site and bioretention cells which will be included in the TER.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$3,200.

Client Responsibilities

- The Client is responsible for constructing the test site following the construction plans and specifications as well as purchasing the materials and equipment needed to construct the test site. As such, fees for these items are not included in the Consultants cost estimate in Table 2.

Assumptions

- The TAPE Application and QAPP will be developed following the 2018 TAPE Guidance Manual requirements.
- The fees for this task include time for the Consultant to update draft deliverables based on comment provided by the Client, Stakeholders, TAG, Ecology, and the BER.
- An IDP will be sufficient for the Cultural Resources work required for the modifications to this project site. If additional Cultural Resources work is identified to be necessary, the consultant will work with the Client to develop an amendment.
- The Construction Plans will be prepared using AutoCAD Civil3D 2023 software or newer and will be limited to two (2) 11 x 17 plan sheets.
- Project construction specifications will be provided in WSDOT Standard format and will be current with the version published prior to the deliverable submittal.
- The budget assumes construction will be complete within five working days.



- Record drawings will be prepared following construction and will be limited to one (1) round of consolidated revision comments from the Client and/or Ecology.
- The Consultant is responsible for coordinating the construction schedule and site access with Gonzaga University. Construction activities cannot begin until authorization from Plant Services representatives has been granted.

Deliverables

- T3.1 Draft and Final TAPE Application (Word or PDF)
- T3.2 Draft and Final QAPP (Word or PDF)
- T3.3 Draft and Final BSM Supplier List & Recommendations (Excel or PDF)
- T3.4 Draft and Final Construction Plans & Specifications (PDF)
- T3.5 Preconstruction Meeting Agenda & Minutes, CQAP, photos, and record drawings (Word or PDF)

Task 4.2.1 TAPE Data Collection and Analysis

This task focuses on conducting the study as defined in the Ecology-approved QAPP, which is expected to include data collection, analysis, and management. This is expected to include the following work.

Consultant Services

- **Data Collection**

- Collect field data as defined in the QAPP from up to 15 (fifteen) qualifying rainfall events over two (2) wet seasons. The primary work associated with this task before rainfall events occur includes daily monitoring of the weather forecast (identify when qualifying rainfall events will occur), prepare the test site for sample collection, purchase and install ice in the samplers; clean/replace three main sampler collection bottles, and complete the pre-storm maintenance check list. The primary work associated with this task following the rainfall event includes collecting three water quality samples from three locations for each rainfall event (one influent and two effluent), duplicates for 10% of the samples, and rinsate blanks; and downloading precipitation depth and flow rate data from the data logger.
- Process Samples – Collect samples as defined in the QAPP. This is expected to include collecting sample bottles from the lab prior to rainfall events and transferring samples to these bottles after rainfall events, filling out the chain of custody form, and delivering the samples to the lab for analysis. Table 6 identifies the parameters, standard testing methods, and number of samples. The Consultant will submit results from lab testing to Ecology quarterly.
- Test Site Maintenance
 - Provide equipment maintenance and calibration per the QAPP. This will include purchasing and replacing items as well as manufacturer



maintenance (if needed) throughout the project. The fees and anticipated items are items identified in Table 5.

- Maintain the test site as defined in the QAPP. This is expected to include inspecting the equipment for wear, damage, and/or tampering; verifying the sump pump operation; creating visit reports and the equipment worksheets; cleaning the manhole and pipes; removing trash from the site and arranging for the catch basins to be cleaned.
- **Data Analysis and Management** - Manage and analyze the data as outlined in the QAPP for 15 rainfall events in which the Consultant collects samples. This is expected to include:
 - Database - Input storm and water quality data into the project database (Excel file or equivalent) including noting any data that has been flagged by the laboratory. Scan and save completed field data forms as well as results provided by the lab and maintain electronic files for the data collected. Manage the database as defined in the QAPP.
 - Storm Reports - Develop individual storm reports for each storm event monitored according to Ecology TAPE requirements.
 - Qualifying Event Assessment - Evaluate the data collected from the data logger and the water quality results from the lab to assess whether a qualifying event occurred.
 - Data Analysis - Analyze the data using the methods defined in the QAPP for each cell, including data normality, hypothesis testing, pollutant removal efficiency, and confidence interval testing using the bootstrapping method.
 - Infiltration Assessment - Assess the infiltration performance of the bioretention cells by analyzing the influent and effluent flow and precipitation data for each cell. Statistical analyses will then be performed on this data, testing for significant differences in flow attenuation and residence time in BSM.
 - Summarize Data - Summarize the analyzed data into tables and graphs as defined in the QAPP, including developing quarterly summaries for stakeholders to review during their meetings. The Consultant will also submit copies of these reports to Ecology quarterly.
- **Third Party Audit**
 - Conduct two (2) third-party audits to confirm the Consultant team is following the procedures defined in the QAPP, including developing two audit report forms (included in the QAPP) that summarize the audit findings.
- **Gonzaga Coordination**
 - The Consultant will coordinate with Gonzaga University senior civil engineering design teams to support the project over two (2) academic years. The students role may include assisting with data collection and management, site maintenance, equipment maintenance and calibration, analyzing and summarizing data, and assisting with development of the TER.



- \$16,000 has been included in the Table 2 fees which the Consultant will pay to Gonzaga University for sponsoring a senior design team.
- The Consultant is responsible for verifying the students' work. This is expected to include verifying all forms are complete and filled out correctly and that the data input into the database is consistent with the original data.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$800.

Client Responsibilities

- The Client and/or Stakeholders are responsible for cleaning the catch basins at the test site using a vactor truck up to four times per year as identified by the Consultant.

Assumptions

- Maintenance and inspection checklists completed as part of this task will be submitted with the TER.
- Fees to advise the senior design teams are included in the sponsorship fees.
- Due to Ecology's requirements for stormwater monitoring (defined in the TAPE requirements), samples may be collected and analyzed that do not meet Ecology requirements. These conditions include but are not limited to:
 - The rainfall event does not meet the criteria for a qualifying event.
 - The target pollutants do not meet the minimum influent concentrations.
 - Insufficient precipitation depth to test for all the pollutants listed in Table 6.
 - Errors reported by the laboratory during analysis.
- The scope of work covers the consultant's services for the activities described to collect samples from up to 15 rainfall events. If this work does not result in samples from 15 events that meet qualifying conditions as defined by the 2018 TAPE Manual, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for collecting and lab analysis of additional samples.
- The fees to conduct analysis of water quality and BSM samples listed in Tables 3, 4, and 6 are based on the fees provided by the laboratory at the time the grant application was written. If the fees have increased beyond the project budget, the Consultant will negotiate an amendment to this contract with the City for the additional fees.

Deliverables

- T4.1 Lab Sample Reports (PDF)
- T4.2 Draft and Final Tables & Graphs of Analyzed Data (PDF)
- T4.3 Two (2) Third-Party Audit Reports (PDF)



Task 5.2.1 TAPE Project Reporting

This task focuses on documenting the findings of the TAPE study into a final report and a fact sheet as well as uploading the results to the Ecology EIM or the International BMP Database. The Consultant team's work is expected to include:

Consultant Services

- **Technical Evaluation Report (TER)**
 - Develop a TER following the TAPE guidelines. The TER will summarize the study results and recommendations for future actions based on the findings of the study following the reporting requirements defined in the QAPP.
 - Develop recommendations for design and maintenance of a non-vegetated bioretention cell in the TER that can be used by Permittees in the future to design, construct, and maintain the non-vegetated bioretention BMPs.
- **Fact Sheet**
 - Develop a fact sheet (2-4 pages) that summarizes the findings of the study in language that is accessible to a broad audience. The fact sheet will be formatted to also meet the requirements for the T1.3 Outcome Summary Report.
- **Upload Data to EIM or International BMP Database (BMPDB)**
 - Upload the data collected and analyzed from the project to the Ecology EIM or the BMPDB (based on Ecology's preference). This will include organizing and compiling the data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.
- **Task 1.2.1 TAPE Project Grant Administration**
 - Provide the Consultant services defined in Task 1.2.1 up to \$1,800.

Deliverables

- T5.1 Draft and Final TER (Word or PDF)
- T5.2 Draft and Final Fact Sheet (Word, Microsoft Publisher, or PDF)
- T5.3 Data submitted to EIM or BMPDB (Excel or PDF)

Effectiveness Study Tasks

Task 1.2.2 Unassigned

Per the RFQu, no work will be assigned to this task. The task has been included so that the remaining task names and focus align with the TAPE Project.

Task 2.2.2 Effectiveness Study Project Management & Coordination

This task includes the communication and coordination of the project. This includes the Consultant PM managing all the technical aspects of the project as well as preparing for and



facilitating meetings with the consultant team, the Client, Stakeholders, the TAG, and Ecology. The work associated with this task is expected to include:

Consultant Services

- **Stakeholder Coordination**

- Check-in Meetings - Check-in meetings with the Client, stakeholders, and the Consultant team will be held to discuss the project status. Because the stakeholders and meeting focus are the same as from Task 2.2.1 for the TAPE Project, one meeting will be held each quarter to discuss both projects.
- Kick-off Meeting - The first check-in meeting will serve as a kick-off meeting which will be combined with the TAPE project kick-off meeting. The purpose and agenda for this meeting is the same as described in Task 2.2.1 except the focus will be expanded to include the Effectiveness Study. In addition, the project kickoff meeting (Task 2.3 for both projects), the Consultant will coordinate with the City and stakeholders to define a mutually agreeable review and comment response period that is ahead of the MS4 Permit S8 Monitoring and Assessment deadlines.

- **Ecology Coordination**

- Coordinate with Ecology on the effectiveness study to support that the work completed meets the MS4 Permit requirements defined in S8 Monitoring and Assessment. This is expected to include correspondence and meetings with Ecology to review draft permit required deliverables, schedule review periods, and discuss Ecology's comments and the Consultants responses to comments on deliverables. The Consultant will also synthesize Ecology comments on the draft QAPP into a table format and provide a summary of the Consultant team's comment resolution.
- Meeting agendas and notes from Ecology meetings will be developed that summarize the key topics and the status of action items.
- We have budgeted up to 16 hours for this work.

- **Consultant Project Management & Coordination**

- Project Management - Coordinate with and manage the Consultant team to successfully complete the project tasks. This will include coordinating technical aspects of the project in accordance with the QAPP, managing retention of data records required by the QAPP, managing the project schedule, and tracking the project budget.
- Shared Site - The same online shared site (e.g., OneDrive), that was set up for the TAPE Project will be used to share the Effectiveness Study documents, except project files will be stored in separate folders to keep the project documentation separate.
- Progress Reports & Invoices - Develop progress reports and invoices to request payment from the Client for work completed on the grant. Progress reports will



be combined to develop quarterly summary reports for discussion at the check-in meetings.

Client Responsibilities

- Provide input on the scope, priority of Tasks, Schedule, and Budget.
- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Attend check-in & Ecology meetings.

Assumptions

- The budget assumes twenty hours for check-in meetings with the City and Stakeholders. This includes time for the Consultant team to prepare for, attend, and complete follow-up work.
- The meeting agenda & notes developed for meeting that include topics for both the TAPE and Effectiveness Study projects will clearly denote the topics and key discussion points for each project separately.
- Budget assumes twelve (12) invoices and status reports over the project duration.

Deliverables

- E2.1 Meeting Agendas & Minutes (Word or PDF version)
- E2.2 Table of Ecology Comments and Consultant Responses (Excel or PDF format)
- E2.3 Monthly Progress Reports & Invoices; Project Schedule Updates (PDF version)

Task 3.2.2 Effectiveness Study Preparation

This task focuses on developing a QAPP that meets the EWA MS4 Permit Requirement defined in S8.2.d. The Effectiveness Study builds on the work that will be completed as part of the TAPE Project and expands to include how seasonal variability will be evaluated, what TAPE data will be used, and to describe the controlled experiment aspects of the study.

Consultant Services

- **Effectiveness Quality Assurance Project Plan Amendment**

The City submitted a draft QAPP to meet the July 31, 2023 MS4 Permit deadline; as such the work described in this section focuses on the work remaining to develop an Ecology-approved QAPP which is expected to include:

- Align the content of the draft QAPP with the content from the QAPP developed for the TAPE project (Task 3.2.1).
- Respond to Ecology's comments on the draft QAPP that the City submitted.
- Submit a copy of the revised QAPP to the City and Stakeholders for review and comment and respond to their comments.
- Submit a copy of the revised QAPP to Ecology for review and comment and respond to Ecology's comments on the Consultant revised QAPP.
- We have budgeted up to 92 hours for this work.



Client Responsibilities

- Develop a draft QAPP and submit it to Ecology by the July 31, 2023, MS4 Permit deadline. This will include completing the QAPP portions of the Detailed Study Design Proposal that was submitted to Ecology on September 30, 2022.

Assumptions

- The effectiveness study project work the Consultant outlined in the detailed study design proposal that the City and Stakeholders submitted to Ecology on September 30, 2022 was not modified. If work has been modified, the Consultant will meet with the City to assess if the modifications will result in additional work beyond what is described in the scope of work for the Effectiveness Study. If there is additional work, the Consultant will negotiate an amendment to this contract with the City that includes the scope and budget for that additional work.
- The budget assumes one round of consolidated comments from the Client, Stakeholders), and Ecology on the revised QAPP which the Consultant Team will incorporate into the final documents.

Deliverables

- E3.1 Revised Draft and Final QAPP; Responses to City and Ecology comments (Word and PDF version)

Task 4.2.2 Effectiveness Study Data Collection & Analysis

This task focuses on conducting the study as defined in the Ecology-approved QAPP, which is expected to include the work defined in the following subtasks.

Consultant Services

- **Leverage TAPE Project Data**

Data collected for the TAPE Project will be used to meet part of the effectiveness study project goals. This data includes weather (precipitation depth and air temperature), runoff flow rate, infiltration rate, and water quality data. The work is expected to include:

- Seasonal Data Criteria - Develop a criteria that defines the characteristics of cold (winter) and hot (summer) weather conditions. The criteria will be submitted with the revised QAPP.
- Data Management - Data collected from the TAPE study will be categorized as winter or summer precipitation events using the criteria developed. Then the data will be organized into tables by category so the data is ready for analysis as defined in the subsequent subtask.

- **Data Collection**

After the TAPE Project is complete, The consultant will conduct 12 (twelve) simulated rainfall events at the test site that was constructed as part of the TAPE Project. Storm events will be simulated using synthetic stormwater and pumping the water to the two non-vegetated bioretention cells present at the site. Synthetic stormwater will be



created using water from a fire hydrant at the site and chemical standards for TSS, dissolved copper, dissolved zinc, and phosphorus. The work is expected to include:

- Preparation – Setup the test site for conducting the simulated rainfall events including ordering equipment and building the rainfall distribution system. This will also include time to coordinate with Gonzaga University for when this work will be conducted as well as maintaining and calibrating the monitoring equipment per the final QAPP.
- Data Collection – Conduct twelve (12) simulated storm events. Six (6) of the synthetic stormwater batches will contain deicer to understand the impacts of deicing chemicals on treatment performance. Influent and effluent samples will be collected, processed, and transported to an Ecology-certified lab to analyze the samples.
- Data Management – Input storm and water quality data into the project database (Excel file or equivalent) including noting any data that has been flagged by the laboratory. Scan and save completed field data forms as well as results provided by the lab and maintain electronic files for the data collected. Manage the database as defined in the QAPP.

- **Data Management and Analysis**

Analyze the data as defined in the QAPP which is expected to include:

- TAPE Data – A statistical analysis will be performed to determine whether a statistically significant difference exists between the treatment performance and infiltration data collected during winter and summer climate conditions. In addition, a trend analysis will be performed on the same data to assess if there are seasonal trends in the treatment or infiltration performance.
- Effectiveness Study Data – Data analysis will be conducted on the water quality data including normality and hypothesis testing, pollutant removal efficiency, and confidence interval testing using the bootstrapping method. The infiltration performance of the BSM will also be assessed by analyzing the influent and effluent flow and precipitation data for each cell. Statistical analyses will then be performed on the infiltration and water quality data to evaluate the significance of the differences in data collected during simulated storm events with deicer to data collected during events not using deicer to determine whether statistically significant differences occur in treatment performance and/or infiltration rates.
- Data Presentation – Results from the analysis will be summarized into tables and graphs as defined in the QAPP, including developing quarterly summaries for stakeholders to review during their meetings.

- **Third Party Audit**

- Conduct two (2) third-party audits to confirm the Consultant team is following the procedures defined in the QAPP, including developing two audit report forms (included in the QAPP) that summarize the audit findings.



Client Responsibilities

- The Client and/or Stakeholders are responsible for cleaning the catch basins at the test site using a vactor truck up to four times per year as identified by the Consultant.

Assumptions

- The budget assumes up to \$5,000 for analyzing water quality samples from twelve events as well as supplies needed to conduct simulated rainfall events.
- The development of the seasonal weather criteria will be billed to this task with the final version submitted in the revised version of the QAPP.

Deliverables

- E4.1 Categorized Data (Excel and PDF)
- E4.2 Lab Sample Reports (PDF)
- E4.3 Draft Tables & Graphs of Analyzed Data (Excel, Word, or PDF)
- E4.4 Two (2) Third-Party Audit Reports (PDF)

Task 5.2.2 Effectiveness Study Reporting

This task focuses on documenting the findings of the Effectiveness Study into a final report and developing a fact sheet that provides a brief overview of the study findings as well as uploading the results to the Ecology EIM or the International BMP Database. The Evergreen team's work is expected to include:

Consultant Services

- **Technical Evaluation Report (TER)**
 - Develop a TER following to meet EWA MS4 Permit S8.B.1.b requirements including following the format defined in the Ecology-approved QAPP. The TER will summarize the study results and recommendations for future actions based on the findings of the study.
 - Develop recommendations for design and maintenance of a non-vegetated bioretention cell in the TER that can be used by Permittees in the future to design, construct, and maintain the non-vegetated bioretention BMPs.
- **Fact Sheet**
 - Develop a fact sheet (2-4 pages) that summarizes the findings of the study in language that is accessible to a broad audience. The fact sheet will be developed to meet the EWA MS4 Permit S8.B.1.c requirements. The fact sheet will also describe how work and data from the TAPE project were used to inform the Effectiveness Study.
- **Upload Data to EIM or International BMP Database (BMPDB)**
 - Upload the data collected and analyzed from the Effectiveness Study project to the Ecology EIM or the BMPDB (based on Ecology's preference) to meet the EWA MS4 Permit S8.B.1.a requirements. This will include organizing and compiling the



data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.

- **Annual Summaries**

- Develop a summary regarding the implementation of the Effectiveness Study for the Client and Stakeholders' 2023, 2024, 2025, and 2026 Annual Reports. The summaries will be developed to meet the EWA MS4 Permit requirements for Annual Reports S4.G.1.d regarding the results of any monitoring, assessment, or evaluation: water quality and BSM sample collection, analytical results, data analysis, and deliverable progress. The summaries will also be developed to meet the EWA MS4 Permit requirement S8.B.2, which requires that every Permittee track assigned duties and record participation in Effectiveness Study meetings, proposal development, project reviews, and study implementation, and include the summary in the Permittee's Annual Report.

Assumptions

- To the extent possible, portions of the TAPE TER and Fact Sheet will be used and/or modified to reduce the overall time and cost of developing these documents for the Effectiveness Study.

Deliverables

- E5.1 Draft and Final TER
- E5.2 Draft and Final Fact Sheet
- E5.3 Data submitted to EIM or BMPDB
- E5.4 Draft and Final Annual Report Summaries for 2023, 2024, & 2025



Fee Summary & Project Schedule

The fees are based on the scope of services defined in this document and associated assumptions. The professional services are based on a time and materials basis not to exceed \$476,979. All expenses will be billed at cost plus a 5% markup. Any modifications to the scope or requests for additional services will be agreed upon prior to proceeding. A fee breakdown is provided in Table 2.

Table 2. Fee Summary

Task Number & Name	Fees
TAPE Study Project	
Task 1.2.1 TAPE Project Grant Administration	\$0
Task 2.2.1 TAPE Project Management & Coordination	\$60,278
Task 3.2.1 TAPE Study Preparation	\$102,394
Task 4.2.1 TAPE Data Collection and Analysis	\$171,588
Task 5.2.1 TAPE Project Reporting	\$41,685
TAPE Project Total	\$375,945
Effectiveness Study Project	
Task 1.2.2 Unassigned	\$0
Task 2.2.2 Effectiveness Study Project Management & Coordination	\$15,516
Task 3.2.2 Effectiveness Study Preparation	\$14,496
Task 4.2.2 Effectiveness Study Data Collection & Analysis	\$41,353
Task 5.2.2 Effectiveness Study Reporting	\$29,670
Effectiveness Study Project Total	\$101,035
Total	\$476,979



Table 3. High Performance Bioretention Soil Media (HPBSM) Testing

Layer	Component	Parameter	Method	Cost per Sample	# of Samples	Total Cost
High Performance Bioretention Soil Media	Coconut Coir Fiber	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper	\$95.00	3	\$285.00	
		Electrical Conductivity	TMECC Method 04.10-A	\$20.00	3	\$60.00
	Filter Sand	Particle Size Distribution for sieve sizes: 3/8", No 4., 8, 16, 30, 50, 100, 200	ASTM D422	\$96.00	3	\$288.00
		Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
	High Carbon Wood Ash (Biochar)	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
		Organic Carbon (C _{org})	EPA 440.0 (total C & H) & ASTM D4373 (Inorganic C)	\$23.00	3	\$69.00
		H:C _{org}				
		Volatile Matter	ASTM D1762	\$40.00	3	\$120.00
		Ash				
		Arsenic	EPA Method 6020	\$110.00	3	\$330.00
Cadmium, Lead, Mercury, Copper, Molybdenum, Nickel, Selenium, Zinc						
PAH		EPA 8270				
Dioxins/Furans		EPA Method 8290				
Cation Exchange Capacity		EPA Method 9081	\$13.00	3	\$39.00	
#6 & #100	ASTM D422	\$24.00	3	\$72.00		



Layer	Component	Parameter	Method	Cost per Sample	# of Samples	Total Cost
Polishing Layer	Filter Sand	Particle Size Distribution for sieve sizes: 3/8", No 4., 8, 16, 30, 50, 100, 200	ASTM D422	\$96.00	3	\$288.00
		Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
	Copper		\$95.00	3	\$285.00	
	Activated Alumina	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper				
		Alumina (Al ₂ O ₃) content	Manufacturer Analysis			
		Bulk Density				
		Surface Area				
	#14 & #28 US Standard Sieve	ASTM D422	\$24.00	3	\$72.00	
	Iron Aggregate	Nitrate-Nitrite	Synthetic Precipitation Leaching Protocol (EPA Method 1312)	\$152.00	3	\$456.00
		Total Phosphorous				
		Otho-phosphorus				
		Copper		\$95.00	3	\$285.00
Iron Content by Weight		Producer Analysis				
Particle Size Distribution for sieve sizes: No 4., 8, 16, 30, 50, 100, 200		ASTM D422 or Producer Analysis	\$84.00	3	\$252	
HPBSM Testing Total						\$6,786.00
Total BSM Testing¹						\$7,230.00
Total BSM Testing w/ Tax						\$8,000.00

1. Includes fees from Table 4.



Table 4. 60:40 Bioretention Soil Media (60:40 BSM) Testing

Parameter	Method	Cost per Sample	Number of Samples	Total Cost
Cation Exchange Capacity	EPA 9081/S-10.10	\$13.00	3	\$39.00
Total Elements (Zn, Cu)	EPA 6020	\$26.00	3	\$78.00
Particle Size Distribution for the following sieve sizes: 3/8", No. 4, No. 10, No. 40, No. 100, No. 200	ASTM D422	\$96.00	3	\$288.00
Organic Matter Content	ASTM D2974 or TMECC 5.07A	\$13.00	3	\$39.00
60:40 BSM Total Testing				\$444.00

Table 5. Monitoring Equipment Maintenance Costs

Item	Quantity	Unit	Unit Price	Total Cost
Maintenance of Automated Samplers	1	Per Item	\$4,874	\$4,874
Sample Tubing	100	ft	\$4.70	\$470
Thelmar Weir	6	Per Item	\$262.50	\$1,575
Maintenance of Pressure Transducer	1	Per Item	\$1,413	\$1,413
Replace Sump Pumps	4	Per Item	\$100	\$400
Total				\$8,332
Total with Tax				\$9,165
20% Contingency				\$11,000



Table 6. Water Quality Testing Costs

Parameter	Method	Influent # Samples	Effluent 60:40 BSM # Samples	Effluent HPBSM # Samples	Total Number of samples ¹	Cost per Sample	Total Cost
Total Suspended Solids (TSS)	SM 2540 D	15	15	15	60	\$20	\$1,200
Particle Size Distribution (PSD)	Modified SSC method (based on ASTM D3977-97)	3	3	3	12	\$50	\$600
pH	EPA Method 150.1	15	15	15	60	\$15	\$900
Total Phosphorous (TP)	SM 4500-P F	15	3	15	47	\$40	\$1,880
Orthophosphate (OP)	SM 4500-P F	15	3	15	47	\$25	\$1,175
TKN	EPA 351.2 or SM 4500 Norg D	3	3	3	12	\$40	\$480
Nitrate-Nitrite	SM 4500-NO ₃ I	3	3	3	12	\$30	\$360
Hardness as CaCO ₃	SM 2340 B (ICP)	15	15	15	60	\$48	\$2,880
Total Copper (Cu)	EPA 200.8(ICP/MS) or SM 3125 (ICP/MS)	15	15	15	60	\$35	\$2,100
Dissolved Copper (Cu)		15	15	15	60	\$48	\$2,880
Total Zinc (Zn)		15	15	15	60	\$13	\$780
Dissolved Zinc (Zn)		15	15	15	60	\$35	\$2,100
NWTPH-Dx	NWTPH-Dx	15	15	15	60	\$95	\$5,700
Fecal Coliform	SM 9222 D (Enumeration, MF)	3	3	3	12	\$30	\$360
E-Coli	SM 9223B	3	3	3	12	\$40	\$480
Total							\$23,875
Total with Tax							\$26,000

1. Fees are included for testing the required and screening parameters per the TAPE Guidance Manual plus duplicates and rinsate blanks.



Table 7. Proposed Project Schedule^{1,2,3}

Task Name	2023						2024				2025					
	J	A	S	O	N	D	Q1	Q2	Q3	Q4	Q1	Q2	Q3	O	N	D
Task 1.0 TAPE Project Grant Administration																
1.1 Quarterly Reports	T1.1			T1.1			T1.1	T1.1	T1.1	T1.1	T1.1	T1.1	T1.1	T1.1		
1.2 Recipient Closeout Report																
1.3 Outcome Summary Report																
1.4 Contract, Permit, and Property Documents	T1.4															
Task 2.0 Consultant Project Management & Coordination																
Task 2.2.1 TAPE Project Management & Coordination																
2.1 Stakeholder Coordination	T2.1a	T2.1b		T2.1c			T2.1a	T2.1c	T2.1a	T2.1c	T2.1a	T2.1c	T2.1a	T2.1c		
2.2 Ecology & BER Coordination	T2.2			T2.2												
2.3 Consultant Project Management & Coordination	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3
2.4 TAPE Administration																
Task 2.2.2 Effectiveness Study Management & Coordination																
E2.1 Stakeholder Coordination	E2.1			E2.1			E2.1		E2.1		E2.1		E2.1			
E2.2 Coordination of QAPP & TER Reviews	E2.2	E2.2														
E2.3 Consultant Project Management & Coordination	E2.3	E2.3	E2.3	E2.3	E2.3	E2.3										
Task 3.0 Study Preparation																
Task 3.2.1 TAPE Project Preparation																
3.1 TAPE Application		T3.1d	T3.1f													
3.2 Quality Assurance Project Plan (QAPP)		T3.2d		T3.2f												
3.3 BSM Selection & Testing	T3.3d	T3.3f														
3.4 Construction Plans to Modify Test Site ¹¹		T3.5d		T3.5f												
3.5 Modify Test-Site			T3.5	T3.5	T3.5											
Task 3.2.2 Effectiveness Study Preparation																
E3.1 Quality Assurance Project Plan (QAPP)	E3.1d				E3.1f ⁹	Note 4										
Task 4.0 Data Collection & Analysis																
Task 4.2.1 TAPE Project Data Collection & Analysis																
4.1 Operation of Monitoring System, Data Collection																
4.2 Data Analysis & Management																
4.3 Third Party Audit								T4.3				T4.3				
Task 4.2.2 Effectiveness Study Data Collection & Analysis																
E4.1 Leverage TAPE Project Data																
E4.2 Data Collection																
E4.3 Data Analysis																
Task 5.0 Reporting																
Task 5.2.1 TAPE Project Reporting																
5.1 TER																
5.2 Fact Sheet																
5.3 Upload Data to EIM/BMP Database																
Task 5.2.2 Effectiveness Study Reporting																
E5.1 TER																
E5.2 Fact Sheet																
E5.3 Upload Data to EIM/BMPDB																
E5.4 Annual Summaries							E5.4				E5.4					



Table 7. Proposed Project Schedule^{1,2} Continued

Task Name ^{1,2,3}	2026												2027					
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Task 1.0 TAPE Project Grant Administration																		
1.1 Quarterly Reports	T1.1			T1.1			T1.1			T1.1			T1.1	T1.1				
1.2 Recipient Closeout Report														T1.2				
1.3 Outcome Summary Report														T1.3				
1.4 Contract, Permit, and Property Documents																		
Task 2.0 Consultant Project Management & Coordination																		
Task 2.2.1 TAPE Project Management & Coordination																		
2.1 Stakeholder Coordination	T2.1a			T2.1c			T2.1a			T2.1c			T2.1a	T2.1c				
2.2 Ecology & BER Coordination												T2.2		T2.2				
2.3 Consultant Project Management & Coordination	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3	T2.3				
Task 2.2.2 Effectiveness Study Management & Coordination																		
E2.1 Stakeholder Coordination			E2.1						E2.1								E2.1	
E2.2 Coordination of QAPP and TER Reviews															E2.2		E2.2	E2.2
E2.3 Consultant Progress Reports									E2.3	E2.3		E2.3		E2.3		E2.3		E2.3
Task 3.0 Study Preparation																		
Task 3.2.1 TAPE Project Preparation																		
3.1 TAPE Application																		
3.2 Quality Assurance Project Plan (QAPP)																		
3.3 BSM Selection & Testing																		
3.4a Construction Plans to Modify Test Site																		
3.4b Modify Test-Site																		
Task 3.2.2 Effectiveness Study Preparation																		
E3.1 Quality Assurance Project Plan (QAPP)																		
Task 4.0 Data Collection & Analysis																		
Task 4.2.1 TAPE Project Data Collection & Analysis																		
4.1 Operation of Monitoring System, Data Collection												T4.1						
4.2 Data Analysis & Management												T4.2						
4.3 Third Party Audit				T4.3														
Task 4.2.2 Effectiveness Study Data Collection & Analysis																		
E4.1 Leverage TAPE Project Data												E4.1						
E4.2 Data Collection															E4.2			
E4.3 Data Analysis															E4.3			
Task 5.0 Reporting																		
Task 5.2.1 TAPE Project Reporting																		
5.1 TER												T5.1d		T5.1f				
5.2 Fact Sheet													T5.2d	T5.2f				
5.3 Upload Data to EIM/BMP Database														T5.3				
Task 5.2.2 Effectiveness Study Reporting																		
E5.1 TER																E5.1d		E5.1f
E5.2 Fact Sheet																E5.2d		E5.2f
E5.3 Upload Data to EIM/BMPDB																		E5.3
E5.4 Annual Summaries	E5.4												E5.4					



Table 1. Proposed Project Schedule Notes & Cell Color Coding

	TAPE Project	TX.X	TAPE Project Deliverables		Effectiveness Study	EX.X	Effectiveness Study Deliverables		EWA Phase II MS4 Permit Deadline
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1. Draft deliverables are denoted with a "d" following the deliverable number and final deliverables are denoted with a "f" following the deliverable number.
2. Task 1 applies only to the TAPE study. Note that for Ecology grant-funded projects, only jurisdictions can bill time to Task 1; as such consultant fees to support Task 1 work will be included in Task 2 for the TAPE Project.
3. The abbreviation E before Tasks and Deliverables represents the "Effectiveness Study" work. The Effectiveness Study will occur at the same test site as the TAPE study.
4. The MS4 Permit deadline for starting to collect samples is December 31, 2023.



4.11

4.11 - Assistance to Small Business Awards

Murray, Michelle

Seeking approval to finalize awards for Assistance to Small Businesses

| For Information

Attachments

[Briefing Paper- Small Business Awards Round2.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Small Business Assistance Awards Round 2
Summary (Background)	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. Round 1, in a two part process, \$2,061,806.60 was successfully awarded to local small businesses. Round 2 opened on May 24, 2023. The city has received 31 eligible applications as listed here on a first come first serve basis. The ARPA Accounting team would like to finalize the recommendations for these conditional awards totaling \$1,037,097.82 to receive funding as listed. There will be another list coming after applications close on August 31, 2023 unless funds are exhausted sooner.
Proposed Council Action	Approve award recommendations as attached.
Fiscal Impact Total Cost: <u>\$1,037,097.82</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19.	

Assistance to Small Business Awards Round 2 Period 1

App #	Organization	Approved Amount
1	STEELHEAD BAR & GRILLE	\$45,000.00
2	Pearl China Buffet	\$45,000.00
3	Joshua Jacob Creative, LLC	\$10,602.00
4	Fofolles llc.	\$15,000.00
5	Heritage Bar & Kitchen	\$45,000.00
6	TEA'S COMPANY	\$12,098.99
7	SkinNV LLC	\$40,058.52
8	Urban Blends LLC	\$45,000.00
9	Golden Handle Project SPC	\$15,000.00
10	Gilded Unicorn LLC	\$45,000.00
11	Uncle's Inc.	\$45,000.00
12	Spokane Workers Cooperative LCA	\$15,000.00
13	Beyoutiful LLC	\$45,000.00
14	Ebonyhair	\$4,008.00
15	Shangri-la motel	\$39,229.59
16	KINGSLEY AND SCOUT, INC.	\$25,891.30
17	The Magic Lantern Theater	\$45,000.00
18	Cheeky Beauty Bar	\$5,599.66
19	Tamarack Event House	\$45,000.00
20	JOE'S MINI MARKET	\$45,000.00
21	Biomethane, LLC	\$28,303.00
22	RECORDED MEMORIES	\$45,000.00
23	Brickyard Barbershop LLC	\$30,094.00
24	SpaBlue PLLC	\$45,000.00
25	Merlyn's LLC	\$36,489.07
26	Paint In My Hair	\$45,000.00
27	Rancho Chico	\$45,000.00
28	Find Your Glow	\$45,000.00
29	Stina Rae Unbound LLC	\$25,663.69
30	Over The Moon Relics LLC	\$14,060.00
31	Northeast Healing LLC	\$45,000.00

\$1,037,097.82

4.12

4.12 - Cultural Incentive Grant Awards

Murray, Michelle

Seeing approval to finalize awards for the 2023 Cultural Incentive Grants

| For Information

Attachments

[Briefing Paper- 2023 Cultural Events.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Cultural Event 2023 Awards
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On March 27, 2023 the City of Spokane opened applications for the 2023 Cultural Incentive Grants with \$531,000 available to support local organizations with their community events. This application was for retrospective events back to January 1, 2023. Applications were extended and closed on June 7, 2023. A total of 34 local non-profits were conditionally awarded the full \$531,000 to support local events throughout the City of Spokane.
Proposed Council Action	Approve award recommendations as attached.
Fiscal Impact	
Total Cost: <u>\$531,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Local not-for-profit entities would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding not-for-profit entities in recovering from COVID 19 and supporting their cultural events.	

2023 Cultural Events Grant

#	Organization	Event Name	Award
1	Spokane Hoopfest Association	Spokane Hoopfest	\$ 25,000.00
2	The Family Guide dba Spokane United We Stand	Asian Native Hawaiian Pacific Islander Heritage Day	\$ 25,000.00
3	Northwest Museum of Arts & Culture	MAC ARTFEST	\$ 25,000.00
4	Latinos En Spokane	Latin America Community Independence Day Series	\$ 25,000.00
5	Spokane Shakespeare Society	Spokane Shakespeare Society Season 3	\$ 12,550.00
6	Terrain Programs	BrrrZAAR	\$ 5,799.00
7	Community Cancer Fund	The Boulevard Race	\$ 25,000.00
8	Terrain Programs	Terrain	\$ 25,000.00
9	Spokane Symphony	Spokane Symphony free Labor Day Concert at Comstock Park	\$ 25,000.00
10	Terrain Programs	Bazaar	\$ 9,804.00
11	Refugee and Immigrant Connections Spokane	World Refugee Day	\$ 17,581.00
12	Spokane Symphony	Free Fourth of July Symphony Concert at Riverfront Pavilion	\$ 25,000.00
13	Hispanic Business Association of Spokane (HBPA)	Tacos y Tequila Festival	\$ 25,000.00
14	South Asia Cultural Association (SACA)	Nharatha Natyam: Navarasa Kalinga Nartana (South Indian Classical Dance-Drama)	\$ 10,000.00
15	Filipino-American Association of the Inland Empire	Pista sa Nayon	\$ 7,500.00
16	Feast Collective	2023 Cultural Festival Series: "FeastFest" Cultural Street Fair and "Ramadan Iftar Celebrations"	\$ 21,084.69
17	Hillyard Heritage Celebrations	Hillyard Festival	\$ 15,000.00
18	Filipino American Northwest Association	2nd Annual Philippine History Month	\$ 7,650.00
19	Connoisseur Concerts Association	Second Annual Northwest BachFest	\$ 11,000.00
20	Yoyot Sp'q'n'i	Wellbriety Event Series	\$ 14,212.50
21	Spokane Lilac Festival Association	Spokane Lilac Festival Armed Forces Torchlight Parade	\$ 25,000.00
22	Manzanita House	Tea Tasting and Bazaar	\$ 12,627.29
23	Latinos En Spokane	El Mercado	\$ 25,000.00
24	The Jericho Road dba Thrive International	Thrive International First Anniversary Celebration	\$ 13,155.34
25	The Shades of Motherhood Network	2023 Black Maternal Health Week Events	\$ 11,690.35
26	World Relief Spokane	World Relief Family Fun Day	\$ 9,112.50
27	South Asia Cultural Association (SACA)	Sangeetha Kacheri (A Music Concert)	\$ 7,775.00
28	Feast Collective dba Feast World Kitchen	Cultural Events at Spokane Public Schools	\$ 12,112.50
29	Downtown Spokane Partnership	Weekends on Wall	\$ 5,000.00
30	Friends of the Bluff	Brush on the Bluff	\$ 13,903.84
31	Spokane Hmong Association	Spokane Hmong New Year 2023-2024	\$ 6,500.00
32	Sister Cities Association of Spokane	Annual International Student Reception	\$ 10,000.00
33	Jesus Is The Answer Church	African American Graduation	\$ 3,947.96
34	Inland Northwest Juneteenth Coalition	Juneteenth Community Pillar Awards	\$ 17,994.03
			<u>\$ 531,000.00</u>

4.13

4.13 - 0670 – City/County Interlocal Agreement Amendment to the Tourism Promotion Area

Piccolo, Mike

Council Sponsor: CM Zappone

Amendment of the Tourism Protection Area (TPA) and City/County ILA to add \$1 per day to the existing \$2 per day additional charge and the addition of two voting members

| For Information

Attachments

[ILA TPA Briefing Paper - FA 8-21-23.docx](#)

[TPA ILA Amendment 8-8-23.doc](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Planning & Economic Development
Contact Name	Teri Stripes
Contact Email & Phone	tstripes@spokanecity.org (509) 625-6597
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0670 – City/County Interlocal Agreement Amendment to the Tourism Promotion Area
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This amendment pertains to the Tourism Promotion Area established under the provisions of RCW 35.101.080 and enacted through the Spokane City/County Interlocal Cooperation Act Agreement. County Ordinance No. 22-0602 would be modified to add \$1 per day to the existing \$2 per day additional charge enacted in Resolution No. 22-0602 and will add two additional voting members to the current three for a total of five voting members.
Proposed Council Action	
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Special assessment for Tourism Promotion Area added for per room/per day.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR
ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA**

THIS AMENDMENT NO. 1 AGREEMENT (“Amendment No. 1”) made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County,” and the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard Spokane, Washington 99201, hereinafter referred to as the “City,” jointly referred to as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“County”); and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of the County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

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

WHEREAS, chapter 35.101 RCW authorizes the establishment of a Tourism Promotion Area by a county or city and the levy of Special Assessments (charges) on lodging businesses to fund tourism promotion therein; and

WHEREAS, pursuant to the provisions of RCW 35.101.080, the Board of County Commissioners of Spokane County adopted Ordinance No. 22-0602 which established a Tourism Promotion Area having certain boundaries to include the unincorporated area of Spokane County and the City of Spokane effective 1201 a.m. January 1, 2023. Ordinance No. 22-0602 also established Special Assessments on operators of Lodging Business within the Tourism Promotion Area on the furnishing of lodging as well as a Spokane Hotel and Motel TPA Commission; and

WHEREAS, pursuant to the provisions of RCW 35.101.040(2), the Parties entered into an interlocal agreement entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” (“AGREEMENT”) wherein the Parties agreed to form a Tourism Promotion Area to include properties within the boundaries of the unincorporated area of Spokane County and the City of Spokane; and

WHEREAS, Paragraph 4 E of the AGREEMENT provides that any change in the Special Assessment rates for any zone as set forth therein shall be made only by amendment of the Ordinance of the Board of County Commissioners, with the approval of the City Council of the City of Spokane. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane County except upon affirmative recommendation of the Spokane Hotel and Motel TPA Commission; and

WHEREAS, Paragraph 10 I of the AGREEMENT provides that amendment to the AGREEMENT requires mutual consent of the Board of County Commissioners and the City of Spokane; and

WHEREAS, pursuant to RCW 35.101.057 legislative authorities may impose an additional Tourism Promotion Area assessment charge of up to \$3 per night per stay on furnishing of lodging by a lodging business located in a Tourism Promotion Area (“Additional Charge”). Any “Additional Charge” expires July

1, 2027 under the current law. To consider the imposition of an “Additional Charge”, signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “Additional Charge” must be presented to the Board of County Commissioners. The AGREEMENT executed by the Parties and Ordinance No. 22-0602 already included up to \$2 of the Additional Charge in certain Zone(s). The Board of County Commissioners received a petition signed by more than sixty percent of the lodging business who would pay an \$1 “Additional Charge” in certain of the four (4) Zones which provided as follows:

Section No. 3 RATE of Spokane County Resolution No. 22-0602 would be modified to provide as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

Total Charge
 (“Special Assessments”)

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone A.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day
Zone B.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day

The Special Assessment to be imposed on the Operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000.00) is as follows:

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone C.	\$.50 per room/day	\$.50 per room/day	\$1.00 per room/day
Zone D.	\$0.00 per room/day	\$0.00 per room/day	\$0.00 per room/day

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane.

Zone B. Zone B encompasses all Lodging Businesses located outside Zone A but within the unincorporated area of Spokane County.

Zone C. Zone C encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone D. Zone D encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks that rent space to transient tenants for house trailers, campers, recreational vehicles, mobile homes, tents, and similar accommodations; (ii) educational institutions that sell overnight lodging to person other than students; and (iii) private lodging houses, dormitories and bunkhouses and similar accommodations operated by or on behalf of a business or school solely for the accommodation of employees of such businesses or student of the school, which are not held out to the public as a place where sleeping accommodations may be obtained.

The charges (“Special Assessments”) imposed are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410 and do not apply to temporary medical housing exempt under RCW 82.08.997.

; and

WHEREAS, consistent with Paragraph 4 E of the AGREEMENT, the Parties desire to recognize the request of the lodging businesses to impose the Additional Charge as referenced in the immediately preceding recital which Additional Charge will be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, the Spokane Hotel Motel Association has recommended that the Spokane Hotel and Motel TPA Commission established under Paragraphh 7 of the AGREEMENT be expanded by two voting members, one to be appointed by the Board of County Commissioners and one to be appointed by the City of Spokane; and

WHEREAS, consistent with Paragraph 10 I of the AGREEMENT, the Parties desire to recognize the request of the Spokane Hotel and Motel Association and expand the membership of the Spokane Hotel and Motel TPA Commission by two voting members.

NOW, THEREFORE, BE IT HEREBY AGREED by the Parties hereto that the agreement entered into by the Parties and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” be and is hereby modified so that Paragraph 4 D provides as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

D. It is understood and agreed by and between Spokane County and the City of Spokane that the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Total Charge
 (“Special Assessments”)

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone A.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day
Zone B.	\$2.00 per room/day	\$2.00 <u>\$3.00</u> per room/day	\$4.00 <u>\$5.00</u> per room/day

The Special Assessment to be imposed on the Operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000.00) is as follows:

ZONE	BASE CHARGE	ADDITIONAL CHARGE	TOTAL CHARGE (Special Assessment)
Zone C.	\$.50 per room/day	\$.50 per room/day	\$1.00 per room/day
Zone D.	\$0.00 per room/day	\$0.00 per room/day	\$0.00 per room/day

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

BE IT FURTHER AGREED between the Parties hereto that the agreement entered into by the Parties and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” be and is hereby modified so that Paragraph 7 provides as follows:

(Underlined and highlighted language added, lined out and highlighted language deleted.)

7. Establishment of the Spokane Hotel and Motel TPA Commission.

A. It is understood and agreed that the Board of County Commissioners of Spokane County shall, pursuant to the authority of RCW 35.101.130(1) create a ~~five (5)~~ seven (7) member Spokane Hotel and Motel TPA Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues collected within the Spokane County Tourism Promotion Area to fund tourism promotion in the Spokane Metropolitan Area. ~~Three (3)~~ Five (5) members of the Spokane Hotel and Motel TPA Commission as identified in Section B shall be voting members.

B. Members of the Spokane Hotel and Motel TPA Commission shall be selected by the Board of County Commissioners of Spokane County and the City Council of Spokane from a list of nominees prepared by the Spokane Hotel and Motel Association. All nominees for membership on the Spokane Hotel and Motel TPA Commission must be Operators of Lodging Businesses within the Spokane County Tourism Promotion Area or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County and one *ex officio* member may be appointed from the members of the City Council of the City of Spokane. *Ex officio* members of the Spokane Hotel and Motel TPA Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.

C. The Board of County Commissioners of Spokane County shall appoint ~~one member~~ two members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the County of Spokane and the City Council of the City of Spokane shall appoint ~~two members~~ three members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Spokane. Any vacancy, on the Spokane Hotel and Motel TPA Commission arising from a resignation or other cause shall be

filled by the appointing entity from the list of nominees prepared by the Spokane Hotel and Motel Association within 30 days from the date the vacancy occurs.

D. It is understood and agreed that the initial voting members of the Spokane Hotel and Motel TPA Commission shall serve staggered terms, with one voting member serving a one-year term and two voting members serving for two-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel TPA Commission shall be chosen by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel TPA Commission shall serve for three-year terms.

BE IT FURTHER AGREED between the Parties hereto that but for that change to Paragraph 4 D and that change to Paragraph 7, as set forth herein above, all other terms and conditions within the agreement entitled "INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA" shall remain in full force and effect without any change or modification whatsoever. This Agreement No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same. The effective date of Agreement No. 1 shall be the last signature date.

IN WITNESS WHEREOF the Parties have caused this Agreement No. 1 to be executed on the date and year opposite their respective signature block.

DATED: _____ SPOKANE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

DATED: _____ CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on September 18, 2023.