

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Third Updated Proclamation 20-28, dated May 5, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through May 31, 2020. **We are awaiting further direction as to whether there will be an extension of this date.**

**Until further direction is received, it is possible the below information will still apply to the June 1, 2020, City Council meeting:**

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below. Due to the suspension of the in-person attendance requirement, no public testimony will be taken on the items under consideration. However, written public comment may be submitted via email to [CityCouncil2@SpokaneCity.org](mailto:CityCouncil2@SpokaneCity.org).

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. **The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering the access code 966 942 097 when prompted; meeting password is 0320.**

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

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

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

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

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- B.      Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A.      Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B.      No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C.      Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D.      Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E.      In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F.      A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 1, 2020

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**



## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 1. | Purchase from Tymco, Inc. of Tymco Air Street Sweeper for the Street Department using HGAC Contract SW04-20—\$332,650.51 (incl. tax).<br><b>Clint Harris</b>   | Approve | OPR 2020-0484                |
| 2. | Value Blanket Amendment with Wingfoot (Spokane, WA) to purchase miscellaneous tires—increase of \$105,000.<br><b>David Paine</b>   | Approve | OPR 2019-0401                |
| 3. | Value Blanket Increase with Hotsy of Spokane (Spokane, WA) to maintain the pressure washing equipment at Fleet Services—an annual increase \$25,000. Total annual expenditure: \$95,000.<br><b>David Paine</b> |         | OPR 2019-1138                |
| 4. | Value Blanket Renewal with Hitachi Zosen (Norcross, GA) for the purchase of feeder and grate parts for the Waste To Energy Facility from July 1, 2020, through June 30, 2021—\$250,000.<br><b>Chris Averyt</b> | Approve | OPR 2016-0816<br>RFB 4292-16 |

- |     |  |         |                                 |
|-----|--|---------|---------------------------------|
| 5.  | Contract with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of the Grizzly Conveyor Feed Belt at the Waste To Energy Facility from June 1, 2020, through May 31, 2022—\$120,000 annually (excl. taxes).<br><b>Chris Averyt</b> | Approve | OPR 2020-0485<br>PW ITB 5267-20 |
| 6.  | Low Bid Awards of:   | Approve |                                 |
|     | a. Inland Asphalt Company (Spokane, WA) for the 2020 Residential Grind and Overlay —\$1,166,000. An administrative reserve of \$116,600, which is 10% of the contract price, will be set aside. (Various Neighborhoods)  |         | OPR 2020-0486<br>ENG 2020044    |
|     | b. LaRiviere, Inc. (Rathdrum, ID) for Kempe to Woodridge Transmission Main—\$237,327.95 (plus tax). An Administrative Reserve of \$23,732.80 (plus tax), which is 10% of the contract, will be set aside. (Deferred from May 18, 2020, Agenda)                             |         | OPR 2020-0419                   |
| 7.  | Contract with H2E, Inc. (Liberty Lake, WA) for Electrical Engineering services to upgrade the Hoffman Well electrical distribution system—\$64,679.<br><b>Dan Buller</b>   | Approve | OPR 2020-0487<br>ENG 2018104    |
| 8.  | Contract Renewal with Inland Environmental Resources, Inc. (Pasco, WA) to supply Magnesium Hydroxide to Riverside Park Water Reclamation Facility for effluent pH adjustment—\$511,500 (plus applicable tax) estimated annual cost.<br><b>Mike Cannon</b>                  | Approve | OPR 2016-0587<br>BID 4255-16    |
| 9.  | Contract with Dundee Concrete & Landscaping, LLC (Spokane, WA) to remove and replace the old media for the Bio Filter at the Riverside Park Water Reclamation Facility—\$89,200 (plus applicable tax).<br><b>Mike Cannon</b>   | Approve | OPR 2020-0488<br>PW ITB 5291-20 |
| 10. | Contract Renewal No. 1 with Environment Control of Spokane (Spokane, WA), to perform public works janitorial work at various facilities from June 1, 2020, through May 31, 2021—\$50,880.<br><b>David Stockdill</b>  | Approve | OPR 2017-0353                   |
| 11. | Public Assistance Grant Agreement to allow reimbursement of allowable COVID-related response expenses from the Federal Emergency Management Agency passed through the Washington Military Department.<br><b>Sally Stopher</b>  | Approve | OPR 2020-0489                   |

12. Grant Agreement to enable Community Minded Enterprises to continue to provide vital community programming which the City believes is in the public interest—\$160,000 for 2020. **Brian McClatchey** Approve OPR 2020-0490
13. Report of the Mayor of pending: Approve & Authorize Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 8, 2020, total \$10,934,788.90, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,240,039.96. CPR 2020-0002
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2020, total \$ \_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ \_\_\_\_\_. CPR 2020-0002
- c. Payroll claims of previously approved obligations through May 16, 2020: \$6,948,438.44. CPR 2020-0003
14. City Council Meeting Minutes: \_\_\_\_\_, 2020. Approve All CPR 2020-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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# **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

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## **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES)**

## EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C35910** Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond of the City in the principal amount of not to exceed \$22,000,000, for the purpose of refunding certain outstanding bonds of the City; providing for the redemption of the outstanding bonds to be refunded; providing for the annual levy of taxes to pay the principal of and interest on the bond; and declaring an emergency. (Council Sponsor: Council Member Mumm)  
**Tonya Wallace**
- ORD C35911** Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed \$4,068,985 to provide funds to refund the City's outstanding Limited Tax General Obligation and Refunding Bond, Series 2016; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency, and providing for other matters properly relating thereto. (Relates to an interfund loan from the Spokane Investment Pool to the Asset Management Fund.) (Council Sponsor: Council Member Mumm)  
**Tonya Wallace**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0033** Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; establishing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsor: Council Member Mumm)  
**Tonya Wallace**
- RES 2020-0034** Of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$33,321,338.39; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Council Sponsor: Council Member Mumm)  
**Tonya Wallace**
- RES 2020-0035** Regarding the City of Spokane Water and Hydro-Electric Department Public Rule and Policy – Water Hydrant Usage Policy & Fees. (Council Sponsor: Council President Beggs)  
**Dan Kegley**

- ORD C35908      Establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Council President Beggs**

## **NO FIRST READING ORDINANCES**

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## **SPECIAL CONSIDERATIONS**

## **HEARINGS**

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**Motion to Approve Advance Agenda for June 01, 2020**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

## **ADJOURNMENT**

The June 1, 2020, Regular Legislative Session of the City Council is adjourned to June 8, 2020.

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## **NOTES**

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	OPR 2020-0484
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19501

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-TYMCO AIR SWEEPER

Agenda Wording

Fleet Services would like to purchase one (1) Tymco Air Street Sweeper for the Street Department using HGAC Contract SW04-20 for \$332,650.51 including Tax, from Tymco, Inc.

Summary (Background)

The sweeper will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. Funding for this is available in the Street Department Replacement Fund.

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

Expense	\$ 332,650.51	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session\Other</u>	5/18/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mmartinez	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		
<u>STREETS</u>	HARRIS, CLINT E.		



## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Tymco Air Sweeper
<b>Date:</b>	May 18, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase one (1) Tymco Air Street Sweeper for the Street Department using HGAC Contract SW04-20 for \$332,650.51 including Tax, from Tymco, Inc.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The sweeper will replace equipment that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Street Department Replacement Fund.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 4/15/20	<b>Type of expenditure:</b> Goods
<b>Department:</b> Street Department	
<b>Approving Supervisor:</b> Clint Harris	
<b>Amount of proposed Expenditure:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Funding Source:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
<b>What are the impacts if expenses are deferred?</b>	
Increased equipment costs for repairs.	
<b>What alternatives resources have been considered?</b>	
None	
<b>Description of the goods or service and any additional information.</b>	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
<b>Person Submitting Form/Contact:</b> Clint Harris	DocuSigned by: 
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	SW04-20	Date Prepared:	4/28/2020
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Spokane, WA			Contractor:	TYMCO, Inc. <span style="color: red;">(ISSUE P.O. TO TYMCO, Inc.- email below)</span>		
Contact Person:	Micaela Martinez, Procurement & Contracting			Prepared By:	Kaye Morgan		
Phone:	509.625.7823			Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:	<a href="mailto:mmartinez@spokahnecity.org">mmartinez@spokahnecity.org</a>			Email:	<a href="mailto:kaye.morgan@tymco.com">kaye.morgan@tymco.com</a>		
Product Code:	B54	Description: TYMCO Model 500x Regenerative Air Sweeper					
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							\$ 193,700.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if</b>							
Description		Cost	Description		Cost		
Sweeper Deluge 550043		\$ 1,050.00	High Output Water 550045		\$ 850.00		
Pick-Up Head Curtain Lifter 550087		\$ 1,605.00	Air Purge 550066		\$ 410.00		
AWTI Camera/Monitor System - 2 cameras 550008-B		\$ 2,600.00	Gutter Broom - Drop Down Left/Right 550081		\$ 1,700.00		
Auto Sweep Interrupt w/Overspeed Interrupt 550079		\$ 1,025.00	2020 International 4300-ISB Chassis 550713		\$ 89,500.00		
Hopper Load Indicators 550019		\$ 410.00					
				<b>Subtotal From Additional Sheet(s):</b>			
				<b>Subtotal B:</b>		\$ 99,150.00	
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>							
Description		Cost	Description		Cost		
Abrasion Protection Package		\$ 1,275.00	Engine Block Heater - Sweeper		\$ 300.00		
Hopper Vibrator - Electric		\$ 1,850.00	Hopper Screen Vibrator - Pneumatic		\$ 1,500.00		
2020 International 4300 2 Speed Chassis UPGRADE		\$ 1,750.00					
				<b>Subtotal From Additional Sheet(s):</b>			
				<b>Subtotal C:</b>		\$ 6,675.00	
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					<b>For this transaction the percentage is:</b>		2%
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							\$ 299,525.00
Quantity Ordered:	1	X Subtotal of A + B + C:		\$ 299,525.00	=	<b>Subtotal D:</b>	\$ 299,525.00
<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 5,100.00					
WA Sales/Motor Vehicle Tax		\$ 28,025.51					
				<b>Subtotal F:</b>		\$ 33,125.51	
<b>Delivery Date:</b>		<b>150-210 Days</b>		<b>G. Total Purchase Price (D+E+F):</b>		\$ 332,650.51	

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

06/01/2020

<b><u>Date Rec'd</u></b>	5/19/2020
<b><u>Clerk's File #</u></b>	OPR 2019-0401
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	VB

<b><u>Submitting Dept</u></b>	FLEET OPERATIONS
<b><u>Contact Name/Phone</u></b>	DAVID PAINE 625-6878
<b><u>Contact E-Mail</u></b>	DPAINE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-ADD FUNDS TO WINGFOOT VB

**Agenda Wording**

Fleet Services requests to add \$105,000.00 to the Wingfoot Value Blanket, VB-301061, for the current term.

**Summary (Background)**

This VB is used to purchase miscellaneous tires required to maintain the City's fleet and equipment. We recommend approval to add \$105,000.00 to the Wigfoot Value Blanket, VB-301061 for the current term. Funding for this is available in the Fleet operating budget.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense \$ 105,000		# 5100-71700-48348-53211-55660
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Study Session\Other</u></b> 3/9/2020
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b> Breean Beggs
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	mmartinez
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>	PRINCE, THEA	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket-Wingfoot, Value Increase
<b>Date:</b>	March 9, 2020
<b>Author (email &amp; phone):</b>	David Paine dpaine@spokanecity.org 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services requests to add \$105,000.00 to the Wingfoot Value Blanket, VB-301061, for this term.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>This VB is used to purchase miscellaneous tires required to maintain the City's fleet and equipment.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval to add \$105,000.00 to the Wigfoot Value Blanket, VB-301061 for this term.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Fleet operating budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 4/27/20	<b>Type of expenditure:</b> Goods
<b>Department:</b> Fleet	
<b>Approving Supervisor:</b> David Paine	
<b>Amount of proposed Expenditure:</b> \$105,000.00	
<b>Funding Source:</b> General Fund	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
<b>Why is this expenditure necessary now?</b>	
This value blanket is used to purchase tires for our City fleet in order to maintain our vehicles.	
<b>What are the impacts if expenses are deferred?</b>	
It would be unsafe to have our vehicles being driven with tires that have unacceptable tread on them.	
<b>What alternatives resources have been considered?</b>	
There are no alternatives.	
<b>Description of the goods or service and any additional information.</b>	
The value blanket is used to purchase tires for all types of vehicles and equipment throughout the City.	
<b>Person Submitting Form/Contact:</b> Micaela Martinez 655-0959	
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:

Wes Crago

9C36E3376992442...

5/11/2020

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

5/11/2020

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

06/01/2020

<b>Date Rec'd</b>	5/19/2019
<b>Clerk's File #</b>	OPR 2019-1138
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2019-0041
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VB301075

<b>Submitting Dept</b>	FLEET OPERATIONS
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100-ADD FUNDS TO HOTSY VB

**Agenda Wording**

Fleet Services requests to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075. This will bring the annual expenditure of the VB to \$95,000.00.

**Summary (Background)**

This VB is used to maintain the pressure washing equipment at Fleet Services and helps minimize equipment downtime. We recommend approval to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075 bringing the annual expenditure to \$95,000.00. Funding for this is available in the Fleet operating budget.

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

Expense	\$ 25,000.00	# 5100-71700-48348-53211-55660
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Study Session\Other</u></b>	March 9, 2020
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	mmartinez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	PRINCE, THEA		

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket-Hotsy, Value Increase
<b>Date:</b>	March 9, 2020
<b>Author (email &amp; phone):</b>	David Paine dpaine@spokanecity.org 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services requests to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075. This will bring the annual expenditure of the VB to \$95,000.00.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>This VB is used to maintain the pressure washing equipment at Fleet Services and helps minimize equipment downtime.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval to add \$25,000.00 annually to the Hotsy Value Blanket, VB-301075 bringing the annual expenditure to \$95,000.00.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Fleet operating budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	





# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 4/27/20	<b>Type of expenditure:</b> Goods
<b>Department:</b> Fleet	
<b>Approving Supervisor:</b> David Paine	
<b>Amount of proposed Expenditure:</b> \$25,000	
<b>Funding Source:</b> General Fund	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
This value blanket is used to purchase the soap for the wash facility at Fleet. The warranty on the wash bays is only valid if the soap is the authorized by Hotsy. The wash bay provides the ability to keep our fleet clean.	
<b>What are the impacts if expenses are deferred?</b>	
The impact is that our fleet, especially our larger vehicles, will not be able to get washed off.	
<b>What alternatives resources have been considered?</b>	
There is an existing contract for Police vehicles to get washed and it could be possible for smaller vehicles to use that contract but the dollar amount would need to be increased.	
<b>Description of the goods or service and any additional information.</b>	
The value blanket is used to purchase soap for the wash bay. The wash bay is used mostly by larger vehicles since they cannot get washed anywhere else. It helps keep them clean, especially the units that have many moving parts to them. This request is adding \$25,000 to the originally requested amount of \$70,000.	
<b>Person Submitting Form/Contact:</b> Micaela Martinez 655-0959	
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:

Tonya Wallace

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5/11/2020

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

06/01/2020

**Date Rec'd**

5/19/2020

**Clerk's File #**

OPR 2016-0816

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

**Project #****Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Bid #**

RFB 4292-16

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VB-300791

**Agenda Item Name**

4490-VB RENEWAL FOR THE PURCHASE OF FEEDER AND GRATE PARTS AT THE WTE

**Agenda Wording**

Renewal of the value blanket for the purchase of feeder and grate parts for the WTE with Hitachi Zosen of Norcross, GA, for a total additional cost of \$250,000.00 from July 1, 2020 through June 30, 2021.

**Summary (Background)**

Hitachi Zosen was the low cost bidder to RFB #4292-16 and was awarded a value blanket for Feeder and Grate parts at the WTE. The initial Value Blanket was issued from Nov. 1, 2016 to Oct. 31, 2018 for a total cost of \$700,315.40, and had the option of three-one-year renewals. The first renewal from Nov. 1, 2018 through Oct. 31, 2019 was for \$250,000.00 and the second renewal was moved in from Nov. 1, 2019 to Jul. 1, 2019 and an additional \$250,000 added. This will be the third and final renewal.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 250,000.00

# 4490-44100-37148-53210-34002

Select \$

#

Select \$

#

Select \$

#

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

SIMMONS, SCOTT M.

**Study Session\Other**

PIES 5/8/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

caveryt@spokanecity.org

rrinderle@spokanecity.org

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket Renewal for the Purchase of Feeder and Grate Parts at the Waste to Energy Facility.
<b>Date:</b>	May 18, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources – Reliable operations supports good customer service; Innovative infrastructure – Sustaining our core principals
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the renewal to the Hitachi Zosen Value Blanket.

#### Background/History:

In September of 2016 Hitachi Zosen was the low cost bidder to RFB #4292-16 and was awarded a value blanket for Feeder and Grate parts at the WTE. The initial Value Blanket was issued from November 1, 2016 to October 31, 2018 for a total cost of \$700,315.40, and had the option of three-one-year renewals. The first renewal from November 1, 2018 through October 31, 2019 was exercised for \$250,000.00 and the second renewal was moved in from November 1, 2019 to July 1, 2019 and an additional \$250,000.00 was added. This will be the third and final renewal and will be from July 1, 2020 through June 30, 2021 for an additional \$250,000.00.

#### Executive Summary:

- Renewal #3 of 3 to the value blanket with Hitachi Zosen for feeder and grate parts at the WTE for an additional cost of \$250,000.00.
- Original value blanket from Nov. 1, 2016 thru Oct. 31, 2018 for \$700,315.40.
- First renewal from Nov. 1, 2018 to Oct. 31, 2019 for \$250,000.00.
- Second renewal moved up to July 1, 2019 so that parts needed for the fall outage can arrive in time for the work to be done in October for \$250,000.00.

#### Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

#### Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 5/5/2020

**Type of expenditure:** Goods ☒ Services ☐

**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$250,000.00

**Funding Source:** SWD Budget: 4490-44100-37148-53210-34002

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

**Why is this expenditure necessary now?**

The WTE facility operates 24/7 and needs to have replacement parts available at all times to respond quickly to failures in order to minimize down time. Also, the facility has two planned maintenance outages each year, during which feeder and grate parts are inspected and replaced as needed to prevent unplanned outages.

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

Without a quick response to a repair, or the ability to replace failing parts during the maintenance outages, the plant would be down for longer than necessary resulting in a loss in electrical generation revenue and an increase in electrical usage expenses.

**What alternative resources have been considered?**

The parts are highly specialized and have long lead times so alternative resources are not really possible.

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

This is a value blanket renewal for the purchase of feeder and grate parts at the WTE. It is an annual reoccurring expenditure that was planned for in the 2020 budget.

**Person Submitting Form/Contact:** Michelle Dorgan x6555

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Wes Crapo*

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

06/01/2020

**Date Rec'd**

5/19/2020

**Clerk's File #**

OPR 2020-0485

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

**Project #****Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Bid #**

PW ITB 5267-20

**Agenda Item Type**

Contract Item

**Requisition #**

RE 19483

**Agenda Item Name**

4490 AS-NEEDED PURCHASE AND INSTALLATION OF CONVEYOR BELTS AT THE WTE

**Agenda Wording**

Two-year contract with Applied Industrial Technologies, of Spokane, WA, for the as-needed purchase and installation of the Grizzly Conveyor Feed Belt at the WTE from June 1, 2020 through May 31, 2022 for \$120,000.00 annually, excluding taxes.

**Summary (Background)**

The Waste to Energy Facility operates continuously throughout the year incinerating refuse, and utilizing conveyors to transport the resulting ash. In the event of a belt failure, there needs to be an immediate response in order to minimize down time. On Mar. 31, 2020 bidding closed on PW ITB 5267-20 for the purchase and installation of these belts and Applied Industrial Technologies was the only respondent. The initial contract will be for two years with the option of three one-year renewals.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 120,000.00 Annually

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

SIMMONS, SCOTT M.

**Study Session\Other**

PIES 5/18/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

caveryt@spokanecity.org

rrinderle@spokanecity.org

jturningrobe@applied.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Purchase and Installation of Conveyor Feed Belts As-Needed at the WTE
<b>Date:</b>	May 18, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract with Applied Industrial Technologies in order to maintain 24/7 operations at the WTE.
<u>Background/History:</u>  <p>The Waste to Energy Facility operates continuously throughout the year incinerating refuse. The refuse and resulting ash is carried throughout the facility utilizing conveyors. In the event of a conveyor belt failure, there needs to be an immediate response to repair or replace the belt in order to minimize down time. Unfortunately, there are very long lead times for the purchase of replacement belts, so they need to be purchased and available prior to a failure.</p> <p>On March 31, 2020 bidding closed on PW ITB 5267-20 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies, of Spokane, WA was the only respondent. The initial contract will be for two years with the option of three (3) one-year renewals. The term will span from June 1, 2020 through May 31, 2022 with an anticipated annual expense not to exceed \$120,000.00 excluding taxes.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Contract with Applied Industrial Technologies for the as-needed purchase and installation of conveyor feed belts.</li> <li>Replacement belts need to be available at all times in the event of a failure in order to minimize down time.</li> <li>The initial contract will be for two (2) years, with the option of three (3) one year renewals, spanning from Jun. 1, 2020 to May 31, 2022 with an annual cost of \$120,000.00 excluding taxes.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 5/5/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$120,000.00 annually

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

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

**Why is this expenditure necessary now?**

The WTE facility operates 24/7 and needs to have replacement parts available at all times to respond quickly to failures in order to minimize down time.

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

Without a quick response to a repair, the plant would be down for longer than necessary resulting in a loss in electrical generation revenue and an increase in electrical usage expenses.

**What alternative resources have been considered?**

The parts are highly specialized to the facility and are not readily available on short notice. They need to be custom made and installed by experienced technicians so alternative resources are not really possible.

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

This is an as-needed contract for the purchase and installation of conveyor feed belts at the WTE facility. It is an annual reoccurring expenditure that was planned for in the 2020 budget and will only be utilized in the event of a belt failure.

**Person Submitting Form/Contact:** Michelle Dorgan x6555

**FINANCE SIGNATURE:**

DocuSigned by:

*Danya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Wes Crapp*

9C36E3376992442...



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **PURCHASE AND INSTALLATION OF GRIZZLY CONVEYOR FEED BELT, AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES**, whose address is 301 North Fancher Road, Spokane, Washington 99212 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 PURCHASE AND INSTALLATION OF GRIZZLY CONVEYOR FEED BELT, AS NEEDED, selected via PW ITB 5267-20.

2. **CONTRACT DOCUMENTS.**

The Contract Documents are this Contract, the Contractor's completed bid proposal form, 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 Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on June 1, 2020, and ends on May 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

4. **TERMINATION.**

Either party may terminate this Contract by thirty (30) 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 annual compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this various use, as needed 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 Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract 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.

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

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

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

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

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, 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 \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for 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.

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

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

12. 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. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
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.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

13. **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.

14. **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.

15. **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.

16. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

17. **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.

18. 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.

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

20. 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.

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

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

23. 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 <http://bls.dor.wa.gov> or 1-800-451-7985 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. **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.

**APPLIED INDUSTRIAL TECHNOLOGIES**

**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 - Scope of Work  
Exhibit B – Certification Regarding Debarment

## EXHIBIT B

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

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

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

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

<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)

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

06/01/2020

<b><u>Date Rec'd</u></b>	5/19/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0486
<b><u>Renews #</u></b>	

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES	<b><u>Cross Ref #</u></b>	
<b><u>Contact Name/Phone</u></b>	DAN BULLER 625-6391	<b><u>Project #</u></b>	2020044
<b><u>Contact E-Mail</u></b>	DBULLER@SPOKANECITY.ORG	<b><u>Bid #</u></b>	
<b><u>Agenda Item Type</u></b>	Contract Item	<b><u>Requisition #</u></b>	CR21699
<b><u>Agenda Item Name</u></b>	0370 – LOW BID AWARD – INLAND ASPHALT COMPANY		

**Agenda Wording**

Low Bid of Inland Asphalt Company of Spokane, WA for the 2020 Residential Grind & Overlay in the amount of \$1,166,000.00. An administrative reserve of \$116,600.00, which is 10% of the contract price, will be set aside.(Various Neighborhood Council)

**Summary (Background)**

On May 11, 2020 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$1,166,000.00, which is \$9,224.50 or .78% under the Engineer's Estimate; two other bids were received as follows: Shamrock Paving, Inc., - \$1,189,189.00 and Poe Asphalt Paving - \$1,477,777.70.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? YES	<b><u>Budget Account</u></b>	
Expense	\$ 413,659.51	#	1100 21700 42300 54201 86039
Expense	\$ 628,294.87	#	1100 21700 42300 54201 86039
Expense	\$ 165,153.38	#	1100 21700 42300 54201 86039
Expense	\$ 75,492.24	#	4330 43387 94310 56501 86039
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session\Other</u></b>	PIES 4/27/20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	eraea@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<b><u>Additional Approvals</u></b>		kgoodman@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	htrautman@spokanecity.org	
		aduffey@spokanecity.org	

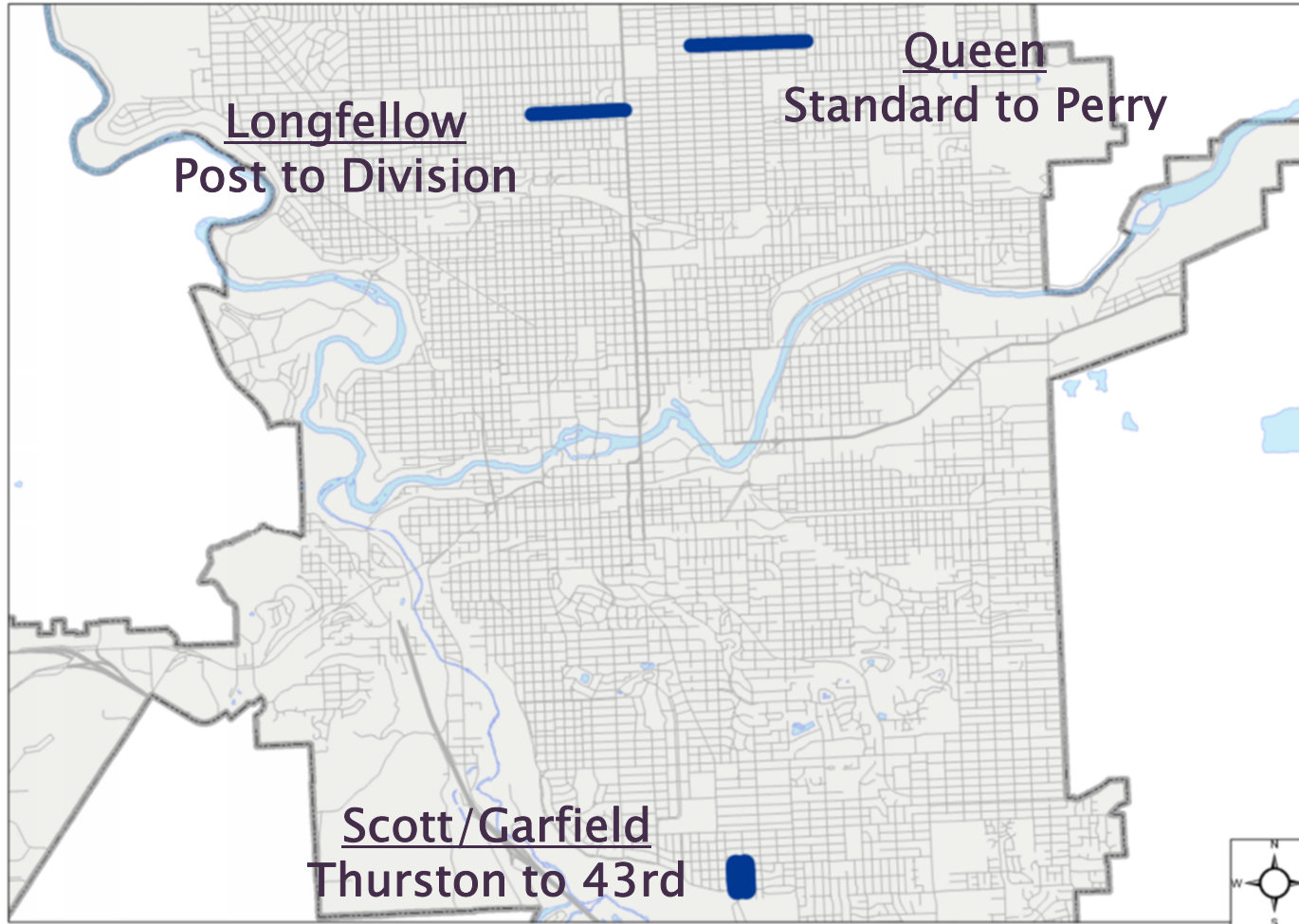


## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	2020 Residential Grind & Overlay Projects
<b>Date:</b>	4-27-20
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The project described herein is the annual grind and overlay project funded by the transportation benefit district.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Refer to the attached exhibit for the streets included in this year's project.</li> <li>Curb ramps will also be upgraded.</li> <li>Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase as well as the neighborhood councils where the work will take place. Also, a flyer will be placed on adjacent resident front doors just prior to construction subject to COVID-19 restrictions in place at the time.</li> <li>Residents will have access to their homes during construction which will occur this summer.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# 2020 Residential Grind & Overlay 2020044



# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 4/8/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Engineering

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$1,100,000

**Funding Source:** Local funds

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

**Why is this expenditure necessary now?**

This project is the annual residential grind and overlay project

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

Street maintenance will be delayed.

**What alternative resources have been considered?**

There are none.

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

Street grind & overlay.

**Person Submitting Form/Contact:** Dan Buller

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Wes Crago*

9C36E3376992442...

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

**Project Number:** 2020044

**Project Description** 2020 Residential Grind & Overlay Project

**Original Date** 4/13/2020 9:33:02 AM

**Funding Source** Local

**Update Date** 5/11/2020 2:31:36 PM

**Preparer** Rich Proszek

**Addendum**

<b>Project Number:</b> 2020044			<b>Engineer's Estimate</b>		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Street & Storm Improvements

Sales tax shall be included in unit prices

101	ADA FEATURES SURVEYING	1 LS	*****	4,000.00	*****	8,000.00	*****	13,000.00	*****	6,600.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	1,700.00	*****	1,000.00	*****	2,400.00
104	POTHOLING	2 EA	700.00	1,400.00	425.00	850.00	300.00	600.00	480.00	960.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	7,000.00	*****	8,000.00	*****	13,000.00	*****	54,500.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	800.00	4,000.00	740.00	3,700.00	600.00	3,000.00	660.00	3,300.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	3,365.00	*****	4,500.00	*****	4,800.00
108	MOBILIZATION	1 LS	*****	87,000.00	*****	89,000.00	*****	97,952.50	*****	132,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	100,000.00	*****	116,796.80	*****	125,000.00	*****	179,379.00
110	SEQUENTIAL ARROW SIGN	150 HR	5.00	750.00	10.55	1,582.50	4.00	600.00	12.00	1,800.00
111	TYPE III BARRICADE	179 EA	50.00	8,950.00	37.00	6,623.00	27.00	4,833.00	42.00	7,518.00
112	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	3,165.00	*****	13,000.00	*****	3,600.00
113	TREE ROOT TREATMENT	2 EA	600.00	1,200.00	720.00	1,440.00	710.00	1,420.00	810.00	1,620.00
114	TREE PROTECTION ZONE	40 EA	300.00	12,000.00	238.00	9,520.00	235.00	9,400.00	270.00	10,800.00

<i>Project Number:</i> <b>2020044</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS II	2 EA	900.00	1,800.00	1,160.00	2,320.00	1,155.00	2,310.00	1,320.00	2,640.00
116	TREE PRUNING	44 EA	350.00	15,400.00	225.00	9,900.00	220.00	9,680.00	250.00	11,000.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	660.00	*****	9,000.00	*****	750.00
118	REMOVE EXISTING CURB	1057 LF	8.50	8,984.50	8.50	8,984.50	11.00	11,627.00	10.00	10,570.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	670 SY	16.00	10,720.00	33.25	22,277.50	16.00	10,720.00	42.00	28,140.00
120	SAWCUTTING CURB	49 EA	40.00	1,960.00	25.00	1,225.00	35.00	1,715.00	27.00	1,323.00
121	SAWCUTTING RIGID PAVEMENT	1980 LFI	1.00	1,980.00	1.00	1,980.00	1.25	2,475.00	0.30	594.00
122	SAWCUTTING FLEXIBLE PAVEMENT	17750 LFI	0.70	12,425.00	0.26	4,615.00	0.35	6,212.50	0.90	15,975.00
123	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	25.00	250.00	116.00	1,160.00	23.00	230.00	130.00	1,300.00
124	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	79.00	790.00	34.00	340.00	120.00	1,200.00
125	CONTROLLED DENSITY FILL	10 CY	125.00	1,250.00	170.00	1,700.00	165.00	1,650.00	190.00	1,900.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	50 CY	125.00	6,250.00	600.00	30,000.00	200.00	10,000.00	690.00	34,500.00
127	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	25284 SY	9.50	240,198.00	9.00	227,556.00	9.50	240,198.00	9.75	246,519.00
128	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	710 TO	115.00	81,650.00	88.00	62,480.00	95.00	67,450.00	83.30	59,143.00
129	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	20 TO	115.00	2,300.00	270.00	5,400.00	150.00	3,000.00	128.00	2,560.00
130	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	2210 SY	30.00	66,300.00	23.50	51,935.00	36.00	79,560.00	45.00	99,450.00
131	CRACK SEALING 1-INCH TO 3-INCH	16000 LF	2.00	32,000.00	1.32	21,120.00	1.50	24,000.00	1.50	24,000.00
132	CRACK SEALING 3-INCH TO 6-INCH	1800 LF	10.00	18,000.00	4.25	7,650.00	10.50	18,900.00	5.00	9,000.00
133	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2210 SY	37.00	81,770.00	27.00	59,670.00	33.00	72,930.00	32.00	70,720.00

<i>Project Number:</i> <b>2020044</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
134	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	5363 SY	5.00	26,815.00	6.30	33,786.90	7.00	37,541.00	6.50	34,859.50
135	PLANING BITUMINOUS PAVEMENT - TAPER	10104 SY	5.00	50,520.00	4.20	42,436.80	4.00	40,416.00	5.00	50,520.00
136	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
137	COMPACTION PRICE ADJUSTMENT	12000 EST	1.00	12,000.00	1.00	12,000.00	1.00	12,000.00	1.00	12,000.00
138	CEMENT CONCRETE CURB WALL	130 LF	95.00	12,350.00	103.00	13,390.00	84.00	10,920.00	115.00	14,950.00
139	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	8 EA	800.00	6,400.00	900.00	7,200.00	900.00	7,200.00	1,000.00	8,000.00
140	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	13 EA	800.00	10,400.00	890.00	11,570.00	900.00	11,700.00	1,000.00	13,000.00
141	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	5 EA	800.00	4,000.00	1,235.00	6,175.00	1,050.00	5,250.00	1,400.00	7,000.00
142	MH OR DW FRAME AND COVER (STANDARD)	25 EA	600.00	15,000.00	1,065.00	26,625.00	825.00	20,625.00	1,200.00	30,000.00
143	VALVE BOX AND COVER	38 EA	450.00	17,100.00	870.00	33,060.00	575.00	21,850.00	1,000.00	38,000.00
144	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	8 EA	350.00	2,800.00	1,215.00	9,720.00	680.00	5,440.00	1,400.00	11,200.00
145	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	350.00	10,500.00	425.00	12,750.00	265.00	7,950.00	500.00	15,000.00
146	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	116.00	1,160.00	27.00	270.00	132.00	1,320.00
147	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	100.00	1,000.00	50.00	500.00	120.00	1,200.00
148	IMPORTED BACKFILL	10 CY	35.00	350.00	100.00	1,000.00	45.00	450.00	100.00	1,000.00
149	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	650.00	*****	2,875.00	*****	750.00
150	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	164 LF	50.00	8,200.00	67.50	11,070.00	85.00	13,940.00	77.00	12,628.00

<i>Project Number:</i> <b>2020044</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
151	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	1,320.00	*****	1,150.00	*****	1,500.00
152	CLEANING EXISTING SANITARY SEWERS	12 EA	150.00	1,800.00	290.00	3,480.00	300.00	3,600.00	330.00	3,960.00
153	ESC LEAD	1 LS	*****	1,000.00	*****	600.00	*****	750.00	*****	8,000.00
154	INLET PROTECTION	57 EA	90.00	5,130.00	132.00	7,524.00	75.00	4,275.00	150.00	8,550.00
155	TOPSOIL TYPE A, 2 INCH THICK	380 SY	5.00	1,900.00	6.00	2,280.00	6.00	2,280.00	6.60	2,508.00
156	HYDROSEEDING	40 SY	15.00	600.00	20.00	800.00	20.00	800.00	18.00	720.00
157	SOD INSTALLATION	340 SY	15.00	5,100.00	15.00	5,100.00	13.00	4,420.00	15.00	5,100.00
158	2 IN. PVC IRRIGATION SLEEVE	40 LF	20.00	800.00	13.00	520.00	15.00	600.00	14.40	576.00
159	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,500.00	*****	3,000.00	*****	3,000.00	*****	3,360.00
160	CEMENT CONCRETE CURB	1650 LF	40.00	66,000.00	46.00	75,900.00	27.00	44,550.00	52.20	86,130.00
161	CEMENT CONC. SIDEWALK	930 SY	70.00	65,100.00	54.00	50,220.00	53.00	49,290.00	61.20	56,916.00
162	RAMP DETECTABLE WARNING	328 SF	24.00	7,872.00	24.00	7,872.00	23.00	7,544.00	26.40	8,659.20
163	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	*****	10,000.00	*****	6,515.00	*****	6,500.00	*****	7,410.00
164	PAVEMENT MARKING - DURABLE HEAT APPLIED	200 SF	10.00	2,000.00	10.55	2,110.00	11.00	2,200.00	12.00	2,400.00
<i>Schedule Totals</i>				1,175,224.50		1,166,000.00		1,189,189.00		1,477,777.70

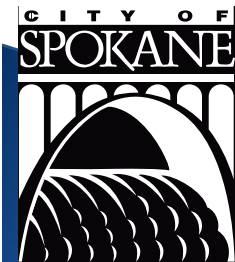
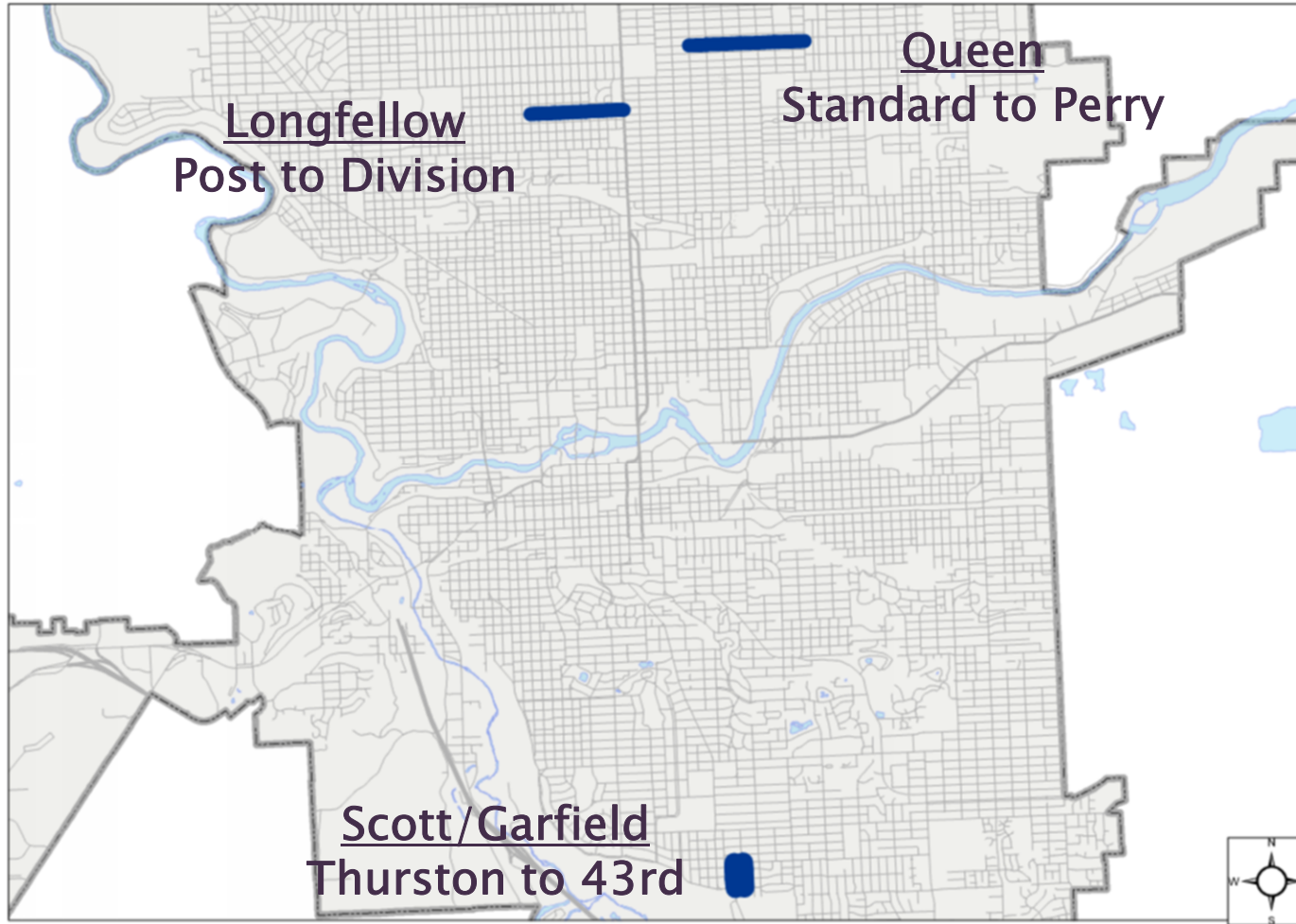
	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,175,224.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,175,224.50
Inland Asphalt Compan	1,166,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,166,000.00
Shamrock Paving Inc	1,189,189.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,189,189.00
Poe Asphalt Paving	1,477,777.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,477,777.70

Low Bid Contractor: Inland Asphalt Company

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,166,000.00	\$1,175,224.50	0.78	% Under Estimate
Bid Totals	\$1,166,000.00	\$1,175,224.50	0.78	% Under Estimate



# 2020 Residential Grind & Overlay 2020044



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

04/27/2020

<u>Date Rec'd</u>	4/14/2020
<u>Clerk's File #</u>	OPR 2020-0419
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015055
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21635
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – LARIVIERE INC.		

Agenda Wording

Low Bid of LaRiviere, Inc., (Rathdrum, ID) for Kempe to Woodridge Transmission Main - \$237,327.95 plus tax. An administrative reserve of \$23,732.80 plus tax, which is 10% of the contract, will be set aside. (Five Mile Prairie Neighborhood Council)

Summary (Background)

On April 13, 2020 bids were opened for the above project. The low bid was from LaRiviere in the amount of \$237,327.95, which is \$31,815.05 or 11.82% under the Engineer's Estimate; five other bids were received as follows: Red Diamond Construction - \$237,886.20, MDM Construction - \$244,847.25, DW Excavating, Inc., - \$277,000.00, Big Sky Development Inc., - \$278,056.00 and National Native American Construction, Inc., - \$289,795.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 260,060.74	# 4250-42300-94340-56501-15767
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIE 3/23/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Kinnear
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	htrautman@spokanecity.org
		aduffey@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Kempe to Woodridge Transmission Main
<b>Date:</b>	3-23-20
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org, 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is associated with projects in the 6 year water plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>Approximately 10 years ago the city constructed the 1.1M gallon Kempe Reservoir on the northwest edge of Five Mile Prairie to serve the north half of the prairie since the Strong Road Reservoir was not high enough for this purpose.</li> </ul>	
<ul style="list-style-type: none"> <li>Because this reservoir was sized to adequately serve existing as well as future development, it is larger than needed for the near term. As a result, water does not cycle through this reservoir as often as is ideal resulting in stagnant water.</li> <li>This problem will resolve itself as Five Mile Prairie develops. In the meantime, a water main connecting the Kempe Reservoir to the next reservoir down the hill, Woodridge, will be installed.</li> <li>As the area served by Woodridge Reservoir draws water from the Kempe Reservoir, that reservoir (Woodridge) will be refilled by water from the Kempe reservoir (rather than by the Woodridge booster station) thereby resulting in more cycling of water through the Kempe Reservoir.</li> <li>Construction is planned for this spring and is entirely outside the limits of existing roadways.</li> <li>This project is paid with local funds.</li> </ul>	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 4/8/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Engineering

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$300,000

**Funding Source:** Water dept. funds

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

**Why is this expenditure necessary now?**

This project is necessary to solve operational issues associated with the Kempe and Woodridge reservoirs & booster stations. It is also necessary because the city committed to provide water to a residential development which it cannot do without this project.

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

Operational issues at the Kempe & Woodridge reservoirs and booster stations will continue. And the residential development will come to a halt without this water main.

**What alternative resources have been considered?**

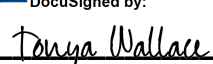
None available.

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

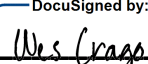
Install a 2200' main on the north side of Five Mile prairie.

**Person Submitting Form/Contact:** Dan Buller

**FINANCE SIGNATURE:**

DocuSigned by:  
  
 CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:  
  
 9C36E3376992442...





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

**Project Number:** 2015055

**Project Description** Kempe to Woodridge Transmission Main

**Funding Source** Local

**Preparer** Jonathan Adams

**Original Date** 3/12/2020 11:36:20 AM

**Update Date** 4/13/2020 3:15:28 PM

**Addendum**

<b>Project Number:</b> 2015055			<b>Engineer's Estimate</b>		LaRiviere Inc		Red Diamond Construction Inc		MDM Construction	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Water

Sales tax shall NOT be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	1,500.00	*****	600.00	*****	909.00
103	POTHOLING	4 EA	400.00	1,600.00	450.00	1,800.00	250.00	1,000.00	303.00	1,212.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	23,000.00	*****	28,400.00	*****	17,500.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	17,000.00	*****	16,000.00	*****	1,565.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	2,699.00	5,398.00	2,200.00	4,400.00	2,570.00	5,140.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	7,000.00	7,000.00	8,400.00	8,400.00	11,600.00	11,600.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	1.00	20.00	0.01	0.20	7.00	140.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	1.00	20.00	0.01	0.20	25.00	500.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	2,369.00	*****	689.00	*****	129.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	700.00	*****	400.00	*****	871.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	62.00	79,980.00	74.72	96,388.80	95.00	122,550.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,756.00	13,780.00	2,525.00	12,625.00	2,570.00	12,850.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,863.00	2,863.00	2,413.00	2,413.00	2,950.00	2,950.00

<i>Project Number:</i> 2015055			<i>Engineer's Estimate</i>		LaRiviere Inc		Red Diamond Construction Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Water		Sales tax shall NOT be included in unit prices								
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	38,526.00	38,526.00	26,800.00	26,800.00	32,360.00	32,360.00
116	FLOW METER	2 EA	3,600.00	7,200.00	8,078.00	16,156.00	12,873.00	25,746.00	6,495.00	12,990.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,279.00	6,279.00	4,896.00	4,896.00	6,565.00	6,565.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	1,300.00	*****	90.00	*****	909.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	530.00	1,060.00	100.00	200.00	2,265.00	4,530.00
120	HYDROSEEDING	4300 SY	5.00	21,500.00	1.05	4,515.00	0.51	2,193.00	0.65	2,795.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	4,300.00	*****	590.00	*****	1,245.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	72.00	5,400.00	71.00	5,325.00	53.50	4,012.50
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	3.00	180.00	4.00	240.00	5.70	342.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	25.65	4,180.95	3.00	489.00	7.25	1,181.75
<i>Schedule Totals</i>				269,143.00		237,327.95		237,886.20		244,847.25

<i>Project Number:</i> <b>2015055</b>		<i>Engineer's Estimate</i>			DW Excavating, Inc_		Big Sky Development Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Water					Sales tax shall NOT be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	50.00	*****	2,706.00	*****	769.00
103	POTHOLING	4 EA	400.00	1,600.00	383.00	1,532.00	300.00	1,200.00	895.00	3,580.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	17,777.00	*****	15,000.00	*****	22,316.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	16,197.00	*****	17,880.00	*****	9,980.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	3,500.00	7,000.00	4,080.00	8,160.00	5,675.00	11,350.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	11,400.00	11,400.00	19,511.00	19,511.00	17,500.00	17,500.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	26.00	520.00	30.00	600.00	40.00	800.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	48.00	960.00	40.00	800.00	50.00	1,000.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	1,500.00	*****	1,500.00	*****	2,750.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	650.00	*****	1,790.00	*****	5,465.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	89.00	114,810.00	75.00	96,750.00	90.00	116,100.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,640.00	13,200.00	3,076.00	15,380.00	3,312.00	16,560.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,350.00	2,350.00	2,974.00	2,974.00	4,040.00	4,040.00
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	33,777.00	33,777.00	40,348.00	40,348.00	43,500.00	43,500.00
116	FLOW METER	2 EA	3,600.00	7,200.00	15,400.00	30,800.00	16,504.00	33,008.00	5,000.00	10,000.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,650.00	6,650.00	6,278.00	6,278.00	6,400.00	6,400.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	300.00	*****	1,347.00	*****	1,900.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	450.00	900.00	500.00	1,000.00	1,450.00	2,900.00



<b>Project Number: 2015055</b>			<b>Engineer's Estimate</b>		DW Excavating, Inc_		Big Sky Development Inc		National Native American Construction, Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Water					Sales tax shall NOT be included in unit prices					
120	HYDROSEEDING	4300 SY	5.00	21,500.00	0.71	3,053.00	1.00	4,300.00	0.80	3,440.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	5,000.00	*****	1,488.00	*****	1,335.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	80.00	6,000.00	64.00	4,800.00	57.00	4,275.00
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	13.00	780.00	7.00	420.00	15.00	900.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	11.00	1,793.00	5.00	815.00	18.00	2,934.00
<i>Schedule Totals</i>				269,143.00		277,000.00		278,056.00		289,795.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	269,143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,143.00
LaRiviere Inc	237,327.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,327.95
Red Diamond Construc	237,886.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,886.20
MDM Construction	244,847.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244,847.25
DW Excavating, Inc.	277,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277,000.00
Big Sky Development I	278,056.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278,056.00
National Native Americ	289,795.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289,795.00

Low Bid Contractor: LaRiviere Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$258,450.14	\$293,096.73	11.82	% Under Estimate
Bid Totals	\$258,450.14	\$293,096.73	11.82	% Under Estimate

## Certificate Of Completion

Envelope Id: 3ABD9CD811BE4EB1ACBBFAE255183179

Status: Completed

Subject: 2015055 Kempe to Woodridge Expenditure Control Form

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Signatures: 2

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Initials: 0

Oanh Delgado

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808 W. Spokane Falls Blvd.

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Spokane, WA 99201

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## Signer Events

Tonya Wallace

twallace@spokanecity.org

Chief Financial Officer

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Tonya Wallace*  
CBC812B631244E9...

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## Electronic Record and Signature Disclosure:

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Wes Crago

wcrago@spokanecity.org

City Administrator

Security Level: Email, Account Authentication  
(None)

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*Wes Crago*  
9C36E3376992442...

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ID: d6ed689a-109e-444f-910f-2ed283bdabd5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2020 4:20:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/14/2020 5:20:27 PM
Signing Complete	Security Checked	4/14/2020 5:21:27 PM
Completed	Security Checked	4/14/2020 5:21:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To the distinguished members of the Spokane City Council,

I would like to offer my assessment of the impacts and potential opportunities to mitigate those impacts incurred by the city's proposal to construct a waterline from Kempe to Woodridge. I am a member of the City's Councils SAS committee and I also work as a wildlife biologist with a focus on habitat protection and restoration here in our region.

Based on my evaluation it is clear that this project will be responsible for the loss of a large swath of forested lands. The 30 ft. wide easement that will be cleared is also not planned to be replanted. Although this area may not still be as of high quality of priority habitat that it once was, it still is valuable to local wildlife species. The reality is that once the soil is disturbed and the trees are removed the land will become highly susceptible to being occupied by invasive weeds. What that means is that this action will trigger a permanent reaction that will have ripple effects. In my mind this raises an important question, do City actions that are for the benefit of the community on one hand but at the detriment to the community on the other hand, have any obligation to mitigate for those actions?

In my opinion, we do have an obligation to mitigate for this. Currently this land is a rare landscape in that the forest is intact due to the local topography and limitations in development potential. This project will not only impact that unique forest and the wildlife that depend on it but will also open the door to development in areas that previously were unable to be developed due to a lack of access to a water supply. Therefore, there is a two-fold impact to the local wildlife and to the citizens that value that wildlife as well as the limited open space that remains in that part of the city.

So how do we mitigate for something like this? I would recommend a policy be adopted that allows for no net loss of canopy resulting from formal actions taken by the city as well as on city owned lands. This would in this case for example require that the trees that are being removed and not replaced would have to be replaced on another parcel owned by the city or would require acquiring additional forested lands that would be ensured to be protected and remain forested. The City Council and City Staff have worked hard and continue to work hard to increase the amount of canopy in Spokane. It seems counter intuitive and counter productive to accept that City actions that functionally eliminate canopy at this scale would not be required to provide any mitigation.

I do know that through the State SEPA process there have been determinations of non-significance. I would like to share my analysis of that determination. For those of us who are familiar with SEPA we know that the assessments are made on a very broad scale and very often result in a determination of non-significance due to the limitations and scope of that process. They often look at wildlife impacts for example on a statewide scale and not at a local scale. It is a very high bar for SEPA to require mitigation for wildlife impacts and therefore I believe to truly assess the impacts on a local level there needs to be an evaluation done on a local scale, by the municipalities that are impacted. It is that level of analysis that should then determine if mitigation is warranted.

I admire and respect this Council and understand that you have a lot on your plate right now. The timing is not great that is for sure. Regardless of those constraints I believe we should use this example to have a discussion on the role and responsibility of the City to mitigate for these types of actions and even use this project as an example of how that could be done.

Respectfully,

Marc Gauthier



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

06/01/2020

<u>Date Rec'd</u>	5/20/2020
<u>Clerk's File #</u>	OPR 2020-0487
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2018104
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 021723
<u>Agenda Item Name</u>	0370 - HOFFMAN WELL UPGRADE ELECTRICAL DESIGN		

Agenda Wording

H2E has been selected to provide Electrical Engineering services to upgrade the Hoffman Well electrical distribution system.

Summary (Background)

The proposed electrical engineer, H2E will make modifications to the well casing, install a new well pump and associated electrical and associated site piping in a separate construction contract to upgrade the electrical design for the Hoffman Well Station Rehabilitation project.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense \$ 64,679.00		# 4250-42300-94340-56501-15776
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> Public Safety 6/1/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org
		dstpierre@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Hoffman Well Upgrade Electrical Design
<b>Date:</b>	6-1-20
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org 625-6391)
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of design contract (once it is submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The subject well has been off line for a number of years and needs to be put back in service for system reliability purposes.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Hoffman wellsite, located at the northeast corner of Hoffman Avenue &amp; Crestline Street (Hoffman is 1 block south of Wellesley Avenue), consists of a single building in which are located two wells which supply the north side of Spokane with water. See attached exhibit.</li> <li>The proposed project will make modifications to the well casing, install a new well pump and associated electrical and associated site piping in a separate construction contract.</li> <li>To produce plans and specifications for that project, an electrical engineer's assistance is needed for the design and construction phase assistance for the electrical portion of the work.</li> <li>The proposed electrical engineer, H2E, was selected as the most qualified from the MRSC roster.</li> <li>The design work (the subject of this briefing paper) is planned for this summer.</li> <li>The well site upgrade (construction) work is planned for fall/winter of this year and will be the subject of a separate briefing paper.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 5-20-20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** 65,000

**Funding Source:** Local funds (water department)

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

**Why is this expenditure necessary now?**

There are currently three major wells serving the north side of Spokane that are out of service (including Hoffman) and one more in need of repair. The water department is pursuing corrective action to this situation. This project (and in particular this contract which proposes to hire an electrical engineer) is part of that corrective action.

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

The adequate, safe and efficient water service to north Spokane would be jeopardized.

**What alternative resources have been considered?**

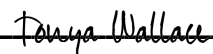
No outside funding is available for this type of improvement

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

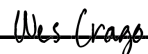
This expenditure is for hiring an electrical engineer to design that part of the Hoffman well improvements.

**Person Submitting Form/Contact:** Kyle Twohig

**FINANCE SIGNATURE:**

DocuSigned by:  
  
 CBC812B631244E9...

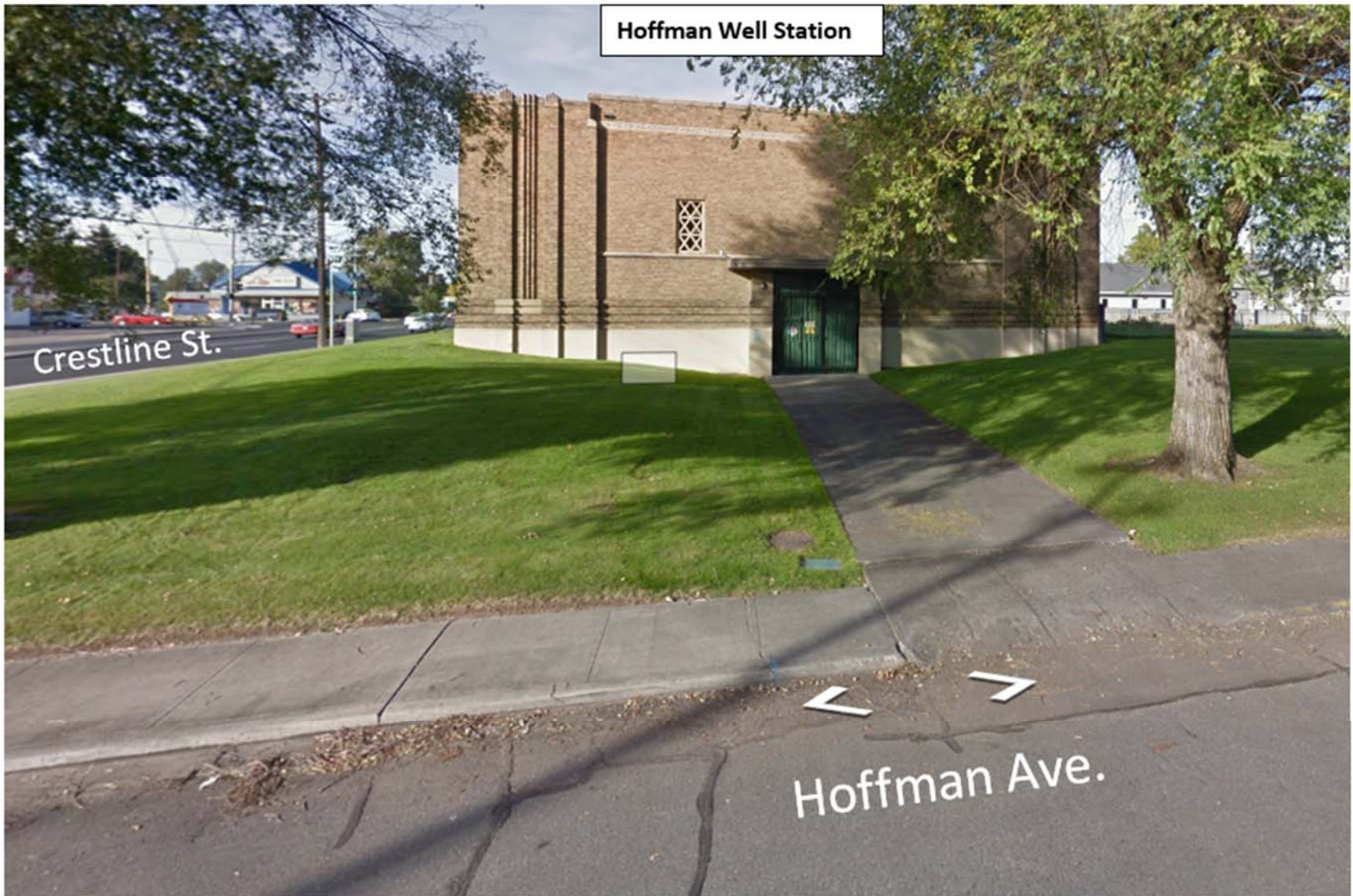
**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:  
  
 9C36E3376992442...

Hoffman Well Station

Crestline St.

Hoffman Ave.





**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: HOFFMAN WELL**  
**STATION REHABILITATION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **H2E**, whose address is 23305 East Knox Avenue, Liberty Lake, Washington 99019 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for the HOFFMAN WELL STATION REHABILITATION; and*

*WHEREAS, the Consultant has been selected through the MRSC A&E Roster.*

*-- 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 May 25, 2020, and ends on July 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Proposal dated April 24, 2020, Fee Estimate Worksheet and 2018 Labor Rate, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the 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 be a maximum amount not exceed **SIXTY FOUR THOUSAND SIX HUNDRED SEVENTY NINE AND NO/100 DOLLARS (\$64,679.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and 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 subconsultant.
- 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 mark up. 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 <http://bls.dor.wa.gov> or 1-800-451-7985 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 Consultants do not have to be certified by the State of Washington.

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

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's 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 sixty (60) 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 sixty (60) 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 Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **13. 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.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public

records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested 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 subconsultant 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 Exhibit D. 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 Contract, 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.

**H2E**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – H2E's Proposal dated April 24, 2020, Fee Estimate Worksheet and 2018 Labor Rate

20-091

## 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**



**Washington Office**  
23305 E. Knox Ave.  
Liberty Lake WA 99019  
509.927.2424

**Montana Office**  
825 Great Northern Blvd.  
Helena MT 59601  
406.210.2442

H2Einc.com

April 24, 2020

City of Spokane  
2900 S. Geiger Blvd.  
Spokane, WA 99224

**Attn:** David St. Pierre

**RE:** Hoffman Well Upgrade, Rev 1

On behalf of the H2E Team, I thank you for the opportunity to support City of Spokane with your request for Engineering Services in the Hoffman Upgrade project. We value the collaborative relationship with City of Spokane and look forward to working with you in making this project a success.

[This revision is with respect to recent conversations and email responses for clarifications in scope definition. The main change to the proposal is the Engineering Estimate section where the contract will be a Time and Expenses contract rather than a Fixed Fee contract.](#)

In accordance with your request for Engineering Services and the site walkdown on March 3rd, this proposal outlines our approach, technical criteria, and provides a Fee Estimate Worksheet (FEWS) for your review. We trust this proposal meets your expectations. If you have any feedback, questions, or concerns on our proposal, we are happy to discuss and adjust to better suit your needs.

We will be contacting you within a few days in follow-up to this proposal. This will afford a collaborative opportunity to refine the scope and/or H2E's approach to better accommodate City of Spokane's objectives.

Again, we value the working relationship with City of Spokane and appreciate this opportunity to support you. We look forward to a successful project.

Best regards,

Troy Pefley, P.E.  
Principle Automation

Jesse McDaniel  
Principle Power

## Project Objectives

City of Spokane is requesting Electrical Engineering services to upgrade the Hoffman Well electrical distribution system. The City goals are to:

- Migrate the electrical distribution from a 2300VAC to 4160VAC system
- Completely remove existing Power Distribution System (Primary fused disconnect, transformer and two secondary fused disconnect)
- Purchase and install a new 13.8kV fused disconnect, 13.8kV to 4.16kV, 1500KVA transformer and two 4.16kV fused disconnects to feed each 4.16kV soft start.
  - City prefers Avista Utilities to own the 13.8kV system. This includes the primary fuse disconnect and transformer. The City would own from the disconnect switch on the secondary of the transformer into the pump house.
  - The City would like to utilize H2E's working relationship with Avista to support the 13.8kV system being owned by Avista
- Purchase and install two new 4160VAC Motor Control Center with soft starts for both wells
- Purchase and install two new 600HP induction pump motors
- Install new power system as describe above Demolition the old electrical equipment

The engineering approach uses the above discussion to investigate the current system and constraints, evaluate potential solutions, and perform the electrical engineering to accomplish the upgrade.

## Project Approach

Leverage of H2E's experience and expertise with electrical systems and best practices will enable development of a long-term solution.

Effective and timely communication with City of Spokane is key to the Hoffman Well Upgrade success. H2E will implement a system of monthly status reports, weekly meetings, and daily active listening to ensure a holistic approach in achieving your critical objectives.

## Task Outline

Based upon our understanding of the objectives, we anticipate the following tasks to execute the project.

The anticipated scope is an electrical engineering effort to evaluate the electrical system and building, work with the City with the general arrangement of equipment, design the electrical distribution system, develop equipment specifications, assist the City in compiling the Contractor bid documents, and provide a specified level of installation support. The following are further details of the electrical scope:

- Task 0 – Project Management
  - Meetings with the City of Spokane
    - Progress Reviews
    - Design Reviews and package integration
      - Issue for Review (30%) Electrical package review
      - Issue for Approval (90%) Electrical package review
      - Issue for Bid (100%) Electrical package review
  - Task development, monitoring, and reporting to the City of Spokane
    - Scope and budget management

- Safety and quality management
- Project Engineering and Deliverable Schedule
- Task 1 – System Level Engineering
  - Project design review
    - Investigation and review of existing system
    - Review of requirements and criteria with other engineering disciplines
  - Electrical Oneline drawing development
  - Utility Electrical Equipment coordination
  - Electrical General Arrangement Equipment drawing development
  - Electrical General Arrangement Grounding drawing development
  - PLC Control Equipment Interface Documentation
- Task 2 – Project Level Engineering
  - Develop Electrical Breaker Settings
  - Develop Conduit and Cable List
  - Develop Electrical Equipment Specifications
    - Provide CSA Electrical Equipment Sections
- Task 3 – Detail Level Engineering
  - Equipment Engineering and Design Requirements
  - Switchgear Elevation drawing
  - Switchgear three line diagrams
  - 4160 Soft Start Interconnect wiring diagrams
  - 4160V Soft Start Motor elementary drawings
  - Control interconnect wiring diagrams
  - Electrical Equipment Datasheets
  - Electrical Construction scope of work
  - Grounding Details
  - Demolition sketch for electrical equipment
- Task 4 – General Support
  - Bid package support (1/2 man-day included)
  - Bid review support (1/2 man-day included)
  - Contractor submittal review support (1/2 man-day included)
  - Contractor installation support (2 man-days onsite and/or phone support included)
    - Daily Field Status Report for onsite support summary

## Project Deliverables

Based on the Scope of Services Deliverables and the Project Approach discussion above, the following Project Deliverables will be provided:

- Initial Project Schedule
- Issued for Review Electrical Package
- Issued for Approval Electrical Package
- Issued for Bid Package
- Contractor Installation Onsite Support and Field Reports

## Project Schedule

H2E understands the urgency of the project progress; therefore, upon formal Notice to Proceed, H2E will work with City of Spokane to develop key milestones to ensure the intended project schedule is met.

Based on our understanding of the scope and City of Spokane desired completion date, we estimate the following timeframes by project phase:

- |   |                |
|---|----------------|
| • Project Kickoff                             | May 8th        |
| • Field Investigation/Data Gathering          | May 22nd       |
| • Issue for Review – 30% Electrical Package   | June 19th      |
| • Issue for Approval – 90% Electrical Package | July 31th      |
| • Issue for Bid – 100% Electrical Package     | August 28th    |
| • Bid Package Review Complete                 | September 18th |

## Project Team

Jesse McDaniel (or designee) will manage the team and provide Principle Power System support. The team leads assembled to support Jesse will be:

Kenneth Lee	Power Engineer
Steven Metzger	Power Engineer

Additional staff will provide support where appropriate based on their discipline-specific expertise and relevant project experience.

## ASSUMPTIONS, CLARIFICATIONS, AND LIMITATIONS

The descriptions below provide further project assumptions, clarifications, and limitations based on the information known at the development of this request.

### ASSUMPTIONS

- Proposal is based upon the City of Spokane discussions, Hoffman site walkdown, and meeting notes from the site walkdown.
- PLC interface design and drawing development do not form part of this scope.
  - City of Spokane to design/modify PLC control interface and drawing updates.
- City of Spokane Scope is limited to H2E's understanding of the requirements. If additional scope is required, H2E will coordinate with to determine the path forward.
- [H2E scope for bid package development is within the electrical scope defined herein and provided to the City of Spokane for overall package conclusion.](#)
- [H2E understands the switch gear and MCC equipment is a standard vendor package. H2E will coordinate with the vendor and provide engineering in detail equipment selection in accordance with vendor standard package options.](#)
- No procurement services or supply of equipment or hardware form part of this scope of work and will be provided by others.
- Proposal included 2 man-days (16 man-hours) of contractor phone and/or onsite support.
  - If add support is required, H2E will coordinate with the City of Spokane to account for additional time.
- Access to City of Spokane drawing archives will be provided as requested/required.
- Upon formal notice to proceed, H2E will coordinate a milestone schedule with City of Spokane.

### CLARIFICATIONS

- Site access will be made available to H2E upon request

- Site access will be coordinated with City of Spokane
- H2E personnel will follow H2E safety standards unless or until site-specific safety training is provided by City of Spokane.
- Any drawings developed will be in AutoCAD 2013, supplied in .dwg format, using the City of Spokane title blocks and drawing standards.
- Drawings will be provided in PDF format when issued to the City of Spokane during the course of the project. Final drawings will issued in PDF and native formats to the City.
- All textual documentation will be provided in Microsoft Office formats.
- David St. Pierre or designee will be the point of contact for City of Spokane.
- Jesse McDaniel or designee will be the point of contact for H2E.
- Invoices for consultant services will be sent to City of Spokane near the 10th of each month. H2E will provide invoice documentation of work performed as required.
- Payment terms are net 30 days.

## LIMITATIONS

- Should modification of the scope or schedule of the work be necessary, H2E shall give City of Spokane verbal notification followed by written notification and follow City of Spokane Change Order process. All changes will be agreed upon by H2E and City of Spokane before additional work can commence. No scope changes are considered valid until a change order is formally agreed and signed by both City of Spokane and H2E.
- City of Spokane has the right to terminate the Project Name project, at their discretion, by providing written notice to H2E. City of Spokane agrees to compensate H2E for all services provided and materials ordered to date of receipt of termination notice plus reasonable termination costs. Labor fees will be based upon H2E's standard 2018 rate schedule.
- City of Spokane will not solicit or encourage any organization directly or indirectly controlled by City of Spokane to solicit any employee of H2E to leave the employment of H2E.
- Proposal is valid for 30 days after date of issuance. Notice to Proceed after the 30-day limit will be subject to review for cost escalation and scheduling conflicts.
- Contract and/or Purchase Order is not considered executed until both H2E and City of Spokane have agreed to proposal, cost estimation, and contract terms and conditions.
- Applicable taxes and fees are not included in this proposal.

## Engineering Fee Estimate

H2E anticipates our support will be provided on a Time and Expenses basis. Based on our understanding of the scope required to execute the Engineering Services for the Hoffman Well Upgrade estimate for City of Spokane, as clarified herein, our estimate is **\$64,679**. Please see attached Fee Estimate Worksheet (FEWs) for additional details. Note that any applicable taxes or fees are not included in this proposal estimate.

As a valued customer, H2E continually strives to exceed our client's expectations. If you have feedback, questions or concerns on this proposal, please let us know immediately. We are always very happy and willing to discuss the proposal and adjust it to best suit your needs.

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

06/01/2020

**Date Rec'd**

5/19/2020

**Clerk's File #**

OPR 2016-0587

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Contact Name/Phone**

MIKE CANNON 625-4642

**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4320 MAGNESIUM HYDROXIDE CONTRACT FINAL RENEWAL

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

4255-16

**Requisition #**

VB

**Agenda Wording**

Renew purchase contract with Inland Environmental Resources, Inc. to supply Magnesium Hydroxide to RPWRF for effluent pH adjustment. Yearly estimated cost: \$511,500.00, plus applicable taxes.

**Summary (Background)**

RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH. This is the final extension.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ \$511,500.00

# 4320.43260.35148.53203

Select \$

#

Select \$

#

Select \$

#

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

COSTER, MICHAEL

**Study Session\Other**

PIES 5/18/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor****Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

DALTON, PAT

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax &amp; Licenses

tprince@spokanecity.org

jeckhart@spokanecity.org

mcoster@spokanecity.org

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract renewal to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
<b>Date:</b>	May 18 <sup>th</sup> , 2020
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 mcannon@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to renew contract with Inland Environmental Resources, Inc. to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$511,500.00 plus applicable taxes.
<p><u>Background/History:</u> RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.</p> <p>This is the second and final one-year renewal of BID #4255-16, which is scheduled to begin on July 1, 2020 and to end on June 30, 2021. The total contract period is five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize the second and final renewal.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 4/22/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** RPWRF

**Approving Supervisor:** Mike Coster

**Amount of Proposed Expenditure:** \$511,500.00 plus tax

**Funding Source:** Enterprise Fund/Plant Operating Budget

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

**Why is this expenditure necessary now?**

This is a renewal of a contract value blanket with Inland Environmental Resources for liquid Magnesium Hydroxide, which is primarily used for pH control to comply with our NPDES permit. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal.

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

We would not be able to treat pH and we would be unable to comply with our NPDES permit.

**What alternative resources have been considered?**

There aren't any other resources available as we are currently in the final year of the previously awarded contract of BID #4255-16. This chemical is used to maintain pH control of wastewater. This is the final renewal of the current awarded bid set up as a value blanket.

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

Delivery of Magnesium Hyrdoxide.

**Person Submitting Form/Contact:** Heather Barnhart 625-4606

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Wes Crago*

9C36E3376992442...



**City of Spokane**

**CONTRACT RENEWAL  
2 OF 2**

**Title: SUPPLYING TRANSPORTING AND  
DELIVERING OF MAGNESIUM HYDROXIDE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND ENVIRONMENTAL RESOURCES, INC.**, whose address is 4510 Glade North Road, Pasco, Washington 99301 (*Physical address*) P.O. Box 18978, Spokane, Washington 99228, (*Mailing address*) as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to Supplying, Transporting, and Delivering of Magnesium Hydroxide  $Mg(OH)_2$  to the City of Spokane's Riverside Park Water Reclamation Facility and*

*WHEREAS, the initial contract provided for 2 additional one-year extensions, with this being the 2nd of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, adopted by City Council on July 25, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on July 1, 2020 and run through June 30, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIVE HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$511,500.00)** plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

**INLAND ENVIRONMENTAL  
RESOURCES, INC.**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Mayor  
Title

Approved as to form:

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

## Barnhart, Heather

---

**From:** Coster, Michael  
**Sent:** Monday, March 30, 2020 11:22 AM  
**To:** Barnhart, Heather  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Here you go.

Michael F. Coster  
Plant Manager  
Riverside Park Water Reclamation Facility  
4401 N Aubrey L. White Parkway  
Spokane, WA 99205

509 625-4640

---

**From:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Sent:** Friday, March 27, 2020 4:26 PM  
**To:** Coster, Michael <[mcoster@spokanecity.org](mailto:mcoster@spokanecity.org)>  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Mike – You can use the email below from Wes to advance the contract renewal

---

**From:** Crago, Wes <[wcrago@spokanecity.org](mailto:wcrago@spokanecity.org)>  
**Sent:** Friday, March 27, 2020 4:08 PM  
**To:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Subject:** Re: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Got it.

Wes Crago | City of Spokane | City Administrator  
(509) 625-6502 | [wcrago@spokanecity.org](mailto:wcrago@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



---

**From:** "Simmons, Scott M." <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Date:** Friday, March 27, 2020 at 15:54  
**To:** Wes Crago <[wcrago@spokanecity.org](mailto:wcrago@spokanecity.org)>  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Wes – A large contract that will be renewed at our treatment plant for your awareness. Details below

---

**From:** Coster, Michael <[mcoster@spokanecity.org](mailto:mcoster@spokanecity.org)>

**Sent:** Thursday, March 26, 2020 4:06 PM

**To:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>

**Subject:** RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Scott,

As I mentioned some time ago, we're seeking a contract renewal (final year) with Inland Environmental for Magnesium Hydroxide, which is primarily used for pH control to comply with our NPDES permit. Although it's not a new contract, it's a big one, so I figured you would want to be equipped with background information. This vendor is excellent, and has absorbed what we know to be 4 years of past cost increases without asking to raise their price.

- The new total is \$511,500.00 (\$465.00 x 1100) before taxes.
- The previous rate was \$495,000.00 (\$450.00 x 1100)
- Difference of \$16,500.00.

If you need any more info please don't hesitate to contact me.

Thanks!

Mike

Michael F. Coster

Plant Manager

Riverside Park Water Reclamation Facility

4401 N Aubrey L. White Parkway

Spokane, WA 99205

509 625-4640

## Barnhart, Heather

---

**From:** Coster, Michael  
**Sent:** Monday, March 30, 2020 11:22 AM  
**To:** Barnhart, Heather  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Here you go.

Michael F. Coster  
Plant Manager  
Riverside Park Water Reclamation Facility  
4401 N Aubrey L. White Parkway  
Spokane, WA 99205

509 625-4640

---

**From:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Sent:** Friday, March 27, 2020 4:26 PM  
**To:** Coster, Michael <[mcoster@spokanecity.org](mailto:mcoster@spokanecity.org)>  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Mike – You can use the email below from Wes to advance the contract renewal

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**From:** Crago, Wes <[wcrago@spokanecity.org](mailto:wcrago@spokanecity.org)>  
**Sent:** Friday, March 27, 2020 4:08 PM  
**To:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Subject:** Re: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Got it.

Wes Crago | City of Spokane | City Administrator  
(509) 625-6502 | [wcrago@spokanecity.org](mailto:wcrago@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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**From:** "Simmons, Scott M." <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>  
**Date:** Friday, March 27, 2020 at 15:54  
**To:** Wes Crago <[wcrago@spokanecity.org](mailto:wcrago@spokanecity.org)>  
**Subject:** FW: RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Wes – A large contract that will be renewed at our treatment plant for your awareness. Details below

---

**From:** Coster, Michael <[mcoster@spokanecity.org](mailto:mcoster@spokanecity.org)>

**Sent:** Thursday, March 26, 2020 4:06 PM

**To:** Simmons, Scott M. <[smsimmons@spokanecity.org](mailto:smsimmons@spokanecity.org)>

**Subject:** RPWRF - Inland Environmental Contract Renewal for Magnesium Hydroxide - Background Info

Scott,

As I mentioned some time ago, we're seeking a contract renewal (final year) with Inland Environmental for Magnesium Hydroxide, which is primarily used for pH control to comply with our NPDES permit. Although it's not a new contract, it's a big one, so I figured you would want to be equipped with background information. This vendor is excellent, and has absorbed what we know to be 4 years of past cost increases without asking to raise their price.

- The new total is \$511,500.00 (\$465.00 x 1100) before taxes.
- The previous rate was \$495,000.00 (\$450.00 x 1100)
- Difference of \$16,500.00.

If you need any more info please don't hesitate to contact me.

Thanks!

Mike

Michael F. Coster

Plant Manager

Riverside Park Water Reclamation Facility

4401 N Aubrey L. White Parkway

Spokane, WA 99205

509 625-4640

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

06/01/2020

**Date Rec'd**

5/19/2020

**Clerk's File #**

OPR 2020-0488

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Contact Name/Phone**

MIKE CANNON 625-4642

**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4320 BIO FILTER MEDIA REPLACEMENT AT RPWRF

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

PW ITB 5291-20

**Requisition #**

RE 19541

**Agenda Wording**

Council approval to award contract with Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Bio Filter at the Water Reclamation Facility at a cost of \$89,200 plus applicable taxes.

**Summary (Background)**

RPWRF has two bio filters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This was sent out for BID #PW ITB 5291-20 and is scheduled to begin after Notice to Proceed (ASAP) and to end on July 31, 2020.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 89,200.00

# 4320.43106.35148.54803

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

**Study Session\Other**

PIES 5/18/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor****Finance**

WALLACE, TONYA

**Distribution List****Legal**

ODLE, MARI

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax &amp; Licenses

tprince@spokanecity.org

hbarnhart@spokanecity.org

bmcmillan@spokanecity.org



# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract award to replace Bio Filter media at the Riverside Park Water Reclamation Facility.
<b>Date:</b>	May 18 <sup>th</sup> , 2020
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 mcannon@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Bio Filter at the Water Reclamation Facility at a cost of \$89,200 plus applicable taxes.
<p><u>Background/History:</u> RPWRF has two bio filters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis.</p> <p>This was sent out for BID #PW ITB 5291-20 and is scheduled to begin after Notice to Proceed (ASAP) and to end on July 31, 2020.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of the replacement of media for one of the bio filters, while one remains on line to filter odor. This will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to award the contract for #PW ITB 5291-20.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 04/21/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** RPWRF

**Approving Supervisor:** Mike Coster

**Amount of Proposed Expenditure:** \$90,000.00

**Funding Source:** Enterprise Fund/Plant Operating Budget

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

**Why is this expenditure necessary now?**

There are two bio filters at RPWRF, which are used for odor control by filtering exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis.

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

The air quality will be greatly diminished and could put us in jeopardy of the city violating our permit with SRCAA. While replacing the media in one bed, the other will remain on-line to maintain air quality.

**What alternative resources have been considered?**

There aren't any other resources available to achieve this to maintain air quality.

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

Replacement of bark nuggets and hog fuel. The awarded bidder will remove the old media and replace it. This is only able to be done during spring and summer months.

**Person Submitting Form/Contact:** Heather Barnhart 625-4606

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**



## QUOTE TABULATION

Quote Number PW ITB 5291-20 Biofilter Media Replacement, RPWRF

Dundee

The price(s) listed in this bid proposal is tendered as an offer to do all the 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 specified work described as Biofilter Media Replacement.

Base Bid \$

\$89,200 ~~\$88,075~~

\*Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

\$7,938.80

Extended Total

\$97,039.80

Dundee

BID ITEM

Item

Qty

Unit Price

Extended Price

BIOFLITER MEDIA: (Est 152 cubic yards)Medium Nugget Bark  
(75% by Volume)

864 CY

\$40.00

Large Hog Fuel (25%  
by Volume)

288 CY

\$30.00

Mixed Media

1152 CY

\$37.50

\$43,200.00

LOAD, HAUL AND DISPOSE OF OLD MEDIA:

Lump Sum Price for disposal of old biofilter media:

\$19,000.00

MIXING, DELIVERY, AND INSTALLATION NEW MEDIA

Lump Sum Price for installation of new biofilter media

\$17,000.00

CLEANING/REMOVAL OF DEBRIS FROM BIOFILTER

Lump Sum Price for cleaning of biofilter plenum:

\$10,000.00

GEONET MESH:  
(Approximately 5,720 Square Feet)

GEONET MESH:

5720 SF

Included in pricing

included in overall price

TOTAL PROPOSED PRICE FOR BIOFILTER MEDIA REPLACMENT

(Lump sum price for items 1-5 above – same as base bid)

\$89,200.00



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: BIOFILTER MEDIA REPLACEMENT,  
RIVERSIDE PARK RECLAMATION FACILITY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DUNDEE CONCRETE AND LANDSCAPING, LLC**, whose address is 12812 North Chronicle Road, Mead, Washington 99021 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is the Biofilter Media Replacement at the Riverside Park Reclamation Facility; and*

*WHEREAS, the Contractor was selected through PW ITB 5291-20.*

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on May 11, 2020, and ends on July 1, 2020, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in City of Spokane Bid, and Contractor's Response. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Biofilter Media Replacement, Riverside Park Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHTY NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$89,200.00)**, not including tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the Department Contract No. "OPR 2020-0488" 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.

#### **5. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

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

#### **7. STATE PREVAILING WAGES.**

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

#### **8. PUBLIC WORKS REQUIREMENTS.**

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

as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

#### **10. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **13. DEBARMENT AND SUSPENSION.**

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

#### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own

employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

## **15. INSURANCE.**

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

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

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the 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 sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **16. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts,

adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

#### **17. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**



Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

## **20. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

## **21. ANTI KICK-BACK.**

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

## **22. CONSTRUUAL.**

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

## **23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

## **24. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**DUNDEE CONCRETE AND  
LANDSCAPING, LLC**

**CITY OF SPOKANE**

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

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

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

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

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

\_\_\_\_\_  
Title  
Approved as to form:

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

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

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

Exhibit A – Debarment Certification

**EXHIBIT A**

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

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

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

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

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

**Bid Response Summary**

**Bid Number** PW ITB 5291-20  
**Bid Title** Biofilter Media Replacement, Riverside Park Reclamation Facility  
**Due Date** Wednesday, May 6, 2020 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Dundee Concrete & Landscaping  
**Submitted By** steve felchlin - Thursday, April 30, 2020 2:43:45 PM [(UTC-08:00) Pacific Time (US & Canada)]  
dundeespokane@gmail.com 5092163331

**Comments****Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	Dundee Concrete & Landscaping
	#1.1	Bidder Has Reviewed Addendum 1, located in "Documents Tab". Acknowledge	I Acknowledge
	#1.2	Upload signed Addendum 1 Here.	Add 1 waste water.pdf
	#1.3	Bidder Has Reviewed Addendum 2, located in "Documents Tab". Acknowledge	I Acknowledge
	#1.4	Upload signed Addendum 2 Here.	Add 2 waste water.pdf
	#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	I Acknowledge
	#3	BID BOND/BID SECURITY. The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated contract. Bid bonds must be by a surety company authorized to do business as a surety in Washington State.	I Acknowledge
	#4	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
	#5	The following Clarifying Question was asked: Will the Fabric Mesh base be supplied by the City? City Response: No, Vendor would need to provide. SCOPE OF WORK. Unless otherwise stated, the Contractor will do all the 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 specified Work. Acknowledged	I Acknowledge
Background and Purpose			

#1	The Riverside Park Water Reclamation Facility (RPWRF), located at 4401 N. A.L. White Parkway, Spokane, WA 99205, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels. Acknowledge.	I Acknowledge
#2	The RPWRF utilizes two Biofilter beds for odor control by filtering exhaust air from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood) which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis. This requirement is to replace the media in one of the two filter beds. The other filter bed will remain online to maintain air quality. Acknowledge.	I Acknowledge
#3	The entire project needs to be completed by July 31, 2020. Acknowledge	I Acknowledge
Bid Preparation and Evaluation		
#1	CONTRACTOR'S REPRESENTATION: The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Acknowledged	I Acknowledge
#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City. Acknowledged	I Acknowledge
#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results . Acknowledged	I Acknowledge
#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged	I Acknowledge
#5	REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged	I Acknowledge
#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal. Acknowledged	I Acknowledge

#7	<p><b>PUBLIC WORK MAINTENANCE REQUIREMENTS.</b> The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must 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.</p>	I Acknowledge
#8	<p><b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.</b> Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City. Acknowledged</p>	I Acknowledge
#9	<p><b>BUSINESS REGISTRATION REQUIREMENT.</b> 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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination. Acknowledged</p>	I Acknowledge
#10	<p>Supplemental Bidder Responsibility Criteria will apply to this requirement. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder. Acknowledge</p>	I Acknowledge
#10.1	<p>Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here</p>	Supplemental Bidder.pdf
Submission of Bids		
#1	<p>Bid Responses shall be submitted electronically through the City of Spokane's bidding portal:  <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted. Acknowledge.</p>	I Acknowledge

#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date. Acknowledge.	I Acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane. Acknowledge.	I Acknowledge
Proprietary Information/Public Disclosure		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City. Acknowledge.	I Acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56. Acknowledge	I Acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. Acknowledge.	I Acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response. Acknowledge	I Acknowledge
Contact Information		
#1	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Public Works Invitation to Bid.	Steve Felchlin 509 216-3331 dundeespokane@gmail.com
PCB CERTIFICATION		

#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Don't Know
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measureable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
General Requirements		
#1	SCOPE OF WORK. Unless otherwise stated, the Contractor will do all the 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 specified Work. Acknowledged	I Acknowledge
#2	PERIOD OF PERFORMANCE: The Contract shall begin after the notice to proceed and once commenced, all work shall be done within fourteen (14) calendar days. Acknowledge.	I Acknowledge
#3	LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$275 for each and every calendar day the work remains uncompleted. Acknowledged	I Acknowledge
#4	INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. Acknowledged	I Acknowledge



#5	<p>WASHINGTON STATE RETAIL SALES TAX. A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law. B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. Acknowledged</p>	I Acknowledge
#6	<p>PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. Acknowledged</p>	I Acknowledge
#7	<p>GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. Acknowledged</p>	I Acknowledge
#8	<p>SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. Acknowledged</p>	I Acknowledge
#8.1	<p>Download "Subcontractor List Form, "From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form.</p>	Subcontractor List Form PW ITB 5291-20.docx

#9	<p>INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. 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. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. Acknowledged</p>	I Acknowledge
#10	<p>BID BOND/BID SECURITY. The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated contract. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. Acknowledged</p>	i Acknowledged
#10.1	Download "Bid Bond Form" from the Bid Documents Tab, Complete And Upload Here with Copy of Bid Bond.	dundee bid bond.pdf
#11	STATUTORY RETAINAGE. Is Not Required	I Acknowledge
#12	PAYMENT/PERFORMANCE BOND: is not required	I Acknowledge

#13	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L &amp; I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 5/6/2020. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages. Acknowledged</p>	I Acknowledge
#14	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L &amp; I. Acknowledge.</p>	I Acknowledge
#15	<p>The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). A new Statement of Intent to Pay Prevailing Wage will need be filed on the anniversary date of the contract. Acknowledged</p>	I Acknowledge
Technical Requirements		
#1	<p>PERFORMANCE. The Contractor unless otherwise stated, the Contractor will do all the 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 specified work described as Biofilter Media Replacement. Acknowledge</p>	I Acknowledge
#2	<p>Vendor must provide new goenet, thickness 200 – 250 mil. It is estimated that 5,720 square feet would be required. Acknowledge</p>	I Acknowledge
#3	<p>Vendor must provide Biofilter Media is estimated to be 1152 Cubic Yards which is comprised of 75% Medium Nugget Bark and 25% Large Hog Fuel.</p>	I Acknowledge

#4	Vendor must to remove existing media and geonet from biofilter's concrete enclosure having a length of 52 feet and width of 110 feet. It is estimated there is 1152 cubic yards of media contained in enclosure.	I Acknowledge
#4.1	Vendor must remove all debris that has fell through cattle gates. The area located below the cattle gates is referenced to as the "plenum area". Vendor must remove cattle gates to gain access to plenum area to enable vendor to be able to remove debris. After vendor has removed debris and cleaned the plenum area, the vendor must reposition cattle gates back into their original locations. Acknowledge.	I Acknowledge
#4.2	Vendor must Load, Haul and Dispose of Old Media.	I Acknowledge
#5	Vendor must Mix, Deliver, and Install New Mixed Media and Geonet.	I Acknowledge
#6	Vendor must rake newly installed media so the media is level with concrete wall.	I Acknowledge
#7	Bidder must reviewed the 49 photos in Bid Documents Tab. The photos document a prior biofilter media placement.	I Acknowledge
#8	The Firm must be licensed to do business in the State of Washington.	I Acknowledge
Contractor's Responsibility		
#1	Washington State Contractor's Registration Number	dundec1885dl
#2	U.B.I. Number	602 589 496
#3	Washington Employee Security Department Number	363 889 -00-1
#4	Washington Excise Tax Registration Number	602589496-001-0001
#5	City of Spokane Business Registration Number	T12106388bus
Terms and Conditions		
#1	Bidder acknowledges the Standard Terms & Conditions in the Document tab of this project. Not accepting these Standard Terms & Conditions as written may be cause for being found non-responsive. Acknowledge	I Acknowledge
Pricing		
#1	Download "Bid Proposal Pages" from the Documents Tab, Complete And Upload Here.	Bio Filter bid 2020.pdf
#2	Sales Tax: The City will apply applicable tax rate of 8.9% to Bidder's response when tabulating bids. (Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.) Acknowledge.	I Acknowledge
Additional Documents Bidder Would Like To Upload		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	



April 23, 2020

**ADDENDUM NO. 1**  
**PW ITB 5292-20**

**PW ITB 5291-20 Addendum 1**  
**Biofilter Media Replacement, Riverside Park Reclamation Facility**

This Addendum is to advise bidders that 49 photos identified by file name have been placed in Bid Documents Tab, to provide vendor more information. The photos document a prior biofilter media placement.

Biofilter Drain Access Pie
Bioliter Misters
Cattle Grate Media Geonet
Cleaning Plenum
Cleaning Plenum 2
Cleaning Plenum 3
Cleaning Plenum 5
Copy of Old Media Texture
Ducting
Loading Old Media 2
Loading Trucks
Loading Trucks 2
Loading Trucks 3
Loading Trucks Top View
Loading Trucks Top View 2
Media & Geonet
Media & Geonet Layout
Media Arrival
New Media
Old & New Media
Old & New Media 2
Old & New Media 3
Old Media
Old Media Drain Pipe
Old Media Removal 2
Old Media Removal 3
Old Media Texture
Old Media Texture 2
Onloading Old Media 5
Open Doors To Old Media
Placing Media in Bioliter

Placing New Media
Removing Cattle Grate
Removing Cattle Grate 2
Removing Old Media
Removing Old Media 2
Removing Old Media 3
Removing Old Media Top View
Replacing Media
Replacing New Media 2
Replacing New Media 3
Replacing New Media 5
Replacing New Media 6
Rolling Out Geonet
Unloading Old Media 3
Unloading Old Media 3 Top View
Unloading Old Media 4
Unloading Old Media 5
Unloading Old Media 6

*Rick Rinderle*

Rick Rinderle  
Procurement Specialist

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

The undersigned acknowledges receipt of this Addendum.

Dundee  
Company

*[Signature]*  
Authorized Signature



April 24, 2020

## ADDENDUM NO. 2

PW ITB 5292-20

### PW ITB 5291-20 Addendum 2

#### Biofilter Media Replacement, Riverside Park Reclamation Facility

This Addendum is to address:

- 1) Provide length and width of biofilter's concrete enclosure
- 2) Provide Geonet Mesh specifications
- 3) Revise quantity media required
- 4) Revise Technical Requirements
- 5) Provide Revised "Bid Proposal Pages" to include line time for Geonet
- 6) Reiterate: "SCOPE OF WORK. Unless otherwise stated, the Contractor will do all the 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 specified Work."

- 1) **Length and Width of the concrete enclosure:** Length: 52 feet and Width: 110 feet



- 2) **Geonet Mesh:** Vendor must provide new goenet, thickness 200 – 250 mil. It is estimated that 5,720 square feet would be required.





- 3) **BIOFLITER MEDIA:** Estimated 1152 Cubic Yards which is comprised of 75% Medium Nugget Bark and 25% Large Hog Fuel.
- 4) **TECHINICAL REQUIREMENTS:** Have been revised to:
- 1 PERFORMANCE. The Contractor unless otherwise stated, the Contractor will do all the 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 specified work described as Biofilter Media Replacement.
  - 2 Vendor must provide new goenet, thickness 200 – 250 mil. It is estimated that 5,720 square feet would be required.
  - 3 Vendor must provide Biofilter Media is estimated to be 1152 Cubic Yards which is comprised of 75% Medium Nugget Bark and 25% Large Hog Fuel.
  - 4 Vendor must to remove existing media and geonet from biofilter's concrete enclosure having a length of 52 feet and width of 110 feet. It is estimated there is 1152 cubic yards of media contained in enclosure.
  - 4.1 Vendor must remove all debris that has fell through cattle gates. The area located below the cattle gates is referenced to as the "plenum area". Vendor must remove cattle gates to gain access to plenum area to enable vendor to be able to remove debris. After vendor has removed debris and cleaned the plenum area, the vendor must reposition cattle gates back into their original locations. Acknowledge.
  - 4.2 Vendor must Load, Haul and Dispose of Old Media.
  5. Vendor must Mix, Deliver, and Install New Mixed Media and Geonet.
  6. Vendor must rake newly installed media so the media is level with concrete wall.
  7. Bidder must reviewed the 49 photos in Bid Documents Tab. The photos document a prior biofilter media placement.
  8. The Firm must be licensed to do business in the State of Washington.
- 5) **Revised "Bid Proposal Pages":** Revised Bid Proposal Pages are attached to this Addendum and must be submitted with Bid, or bid would be found non-responsive




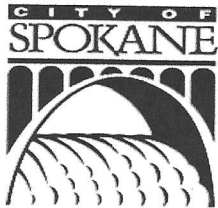
Rick Rinderle  
Procurement Specialist

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

The undersigned acknowledges receipt of this Addendum.

Dundee Concrete  
Company  
  
Authorized Signature



# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

<b>Project Name: Biofilter Media Replacement , Riverside Park Reclamation Facility</b>	
	Project # PW ITB 5291-20
<b>Part A: General Company Information</b>	
Company Name- Dundee Concrete & Landscaping	
Address- 12812 N Chronicle st Mead, WA 99021	
Contact Name and Title- Steve Felchlin / Owner	
Contact Phone- 509 216-3331	Contact E-mail- dundeespokane@gmail.com
Years in business as a Prime Contractor- 15	Years in business as a sub-contractor
Years in business under present Name- 15	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
<b>Part B: Work Experience</b>	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. If a number of construction projects is not requested in PW ITB document, list two (2) projects	
We have done this exact job for waste water 2 times already	
<b>Part C: Performance Evaluation</b>	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
<b>Part E: Safety</b>	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

#### **Part F: Environmental**

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes      ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

#### **Part G: Utilization Requirements**

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantage business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes      ☒ No

If "Yes," attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation or the extenuating circumstances surrounding the violation and/or failure.

#### **Part H: Discrimination**

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes      ☐ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

#### **Part I. Prevailing Wage**

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes      ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

☐ Yes      ☐ No

#### **Part J. Public Bidding Crime (Criminal Convictions)**

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes      ☒ No

If "Yes," attach a separate signed/dated statement listing the dated of conviction(s), the offenses(s), convicted of, the punishment, and a brief statement of the facts underlying the convictions(s).

**Part K. Claims Against Retainage and Bonds**

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes      ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

**Part L. Termination for Cause**

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes      ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

**Part M: Litigation**

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes      ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

**Part N: Delinquent State Taxes**

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes      ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

**Part O: Subcontractor Responsibility**

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes      ☐ No



If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

**Signature**

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date 04/30/2020



Printed Name of Authorized Representative- Steve Felchlin

Title- Owner

### Instructions for the Supplemental Bidder Responsibility Form

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name Dundee Concrete and Land		Bidders Contact Name & Phone Number Steve Felchlin 509 216-3331	
Project Name: Bio Filter Media Replacment		Project Contract Number	
Project Owner- City of Spokane		Project Location- Waste water Treatment Plant	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date 10/1/2015	Final Completion Date 11/15/2015	Awarded Contract Value 80,000.00	Final Contract Price 80,000.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description Bio filter media replacement			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications  We have completed this same project 2 other times.			

Bond No. Bid Bond

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Dundee Concrete & Landscaping LLC  
12812 N Chronicle St  
Mead, WA 99021

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto City of Spokane  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

as Obligee, hereinafter called the Obligee, in the sum of 5% of accompanying bid

Dollars (\$                      ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for waste water treatment plant/bio filter media replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of April, 2020

\_\_\_\_\_  
Witness

Dundee Concrete & Landscaping LLC

Principal (Seal)

By: \_\_\_\_\_  
Name/Title

*Angela Christine Murphy*

\_\_\_\_\_  
Witness

Old Republic Surety Company

Surety (Seal)

By: *Kelli K Franch*  
Kelli K Franch Attorney-in-Fact





## BID PROPOSAL

**PROJECT:** PW ITB 5291-20

Biofilter Media Replacement, Riverside Park Reclamation Facility

### **BIDDER'S DECLARATION.**

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

The price(s) listed in this bid proposal is tendered as an offer to do all the 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 specified work described as Biofilter Media Replacement.

**Base Bid \$ 88,075.00**

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

### **CONTRACTOR RESPONSIBILITY.**


Washington State Contractor's Registration No.	Dundec1885dl
U.B.I. Number	602 589 496
Washington Employment Security Department Number	363 889 -00-1
Washington Excise Tax Registration Number	602589496-001-0001
City of Spokane Business Registration Number	T12106388bus

BASE BID \$ 88,075.00

**\*Sales Tax:** The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

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



FIRM NAME: Dundee Concrete & Landscaping  
SIGNATURE:   
TITLE: Owner  
PHONE and Email ADDRESS 509 216-3331 dundeespokane@gmail.com  
ADDRESS 12812 N. Chronicle st Mead, WA 99021

1. BIOFLITER MEDIA: (Estimated 1122 cubic yards)
  - a. Medium Nugget Bark:  
75% by Volume at \$40 per Cubic Yards
  - b. Large Hog Fuel:  
25% by Volum at \$ 30 per Cubic Yards
  - c. Total Unit Price for Mixed Medium:  
Approximately 1122 Cubic Yards at \$ 37.50 per Cubic Yard = \$ 42,075.00
2. LOAD, HAUL AND DISPOSE OF OLD MEDIA:
  - a. Lump Sum Price for disposal of old biofilter media:  
  
\$ 19,000.00
3. MIXING, DELIVERY, AND INSTALLATION NEW MEDIA:
  - a. Lump Sum Price for installation of new biofilter media  
  
\$ 17,000.00
4. CLEANING/REMOVAL OF DEBRIS FROM BIOFILTER PLENUM;
  - a. Lump Sum Price for cleaning of biofilter plenum:  
  
\$ 10,000.00

TOTAL PROPOSED PRICE FOR BIOFILTER MEIDA REPLACMENT:

(Lump sum price for items 1-4 above – same as base bid)

\$ 88,075.00

\*Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**Rinderle, Rick**

---

**From:** Steve Felchlin <dundeespokane@gmail.com>  
**Sent:** Wednesday, May 6, 2020 10:27 AM  
**To:** Rinderle, Rick  
**Subject:** Bio Filter media job

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Heather said you needed some clarification of some stuff in my bid, yes my bid includes the Geo mesh.

--

**Steve Felchlin**  
President  
Dundee Concrete and Landscaping  
(509)216-3331  
[www.Dundeedig.com](http://www.Dundeedig.com)  
[dundeespokane@gmail.com](mailto:dundeespokane@gmail.com)

## SUBCONTRACTOR LIST

**PROJECT NAME:** PW ITB 5291-20,  
Biofilter Media Replacement, Riverside Park Reclamation Facility

**CONTRACTOR/SUPPLIER-** Circle m Land supply and trucking

TYPE OF WORK/BID ITEM- Hauling bio filter materials

AMOUNT- 17,000.000

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_X\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

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

06/01/2020

**Date Rec'd**

5/19/2020

**Clerk's File #**

OPR 2017-0353

**Renews #****Submitting Dept**

FIRE

**Contact Name/Phone**

DAVID 625-7080

**Contact E-Mail**

DSTOCKDILL@SPOKANEFIRE.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1970 - ENVIRONMENT CONTROL OF SPOKANE

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

CR21693

**Agenda Wording**

Janitorial contract with Environment Control of Spokane (Spokane WA), to perform public works janitorial work at various facilities. This contract is for June 1, 2020 to May 31, 2021. This renewal is the first of two one year renewals.

**Summary (Background)**

The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) The Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices, 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 24420.00

# 1640-35351-28200-54906-99999

Expense \$ 13320.00

# 1970-35160-22500-54906-42551

Expense \$ 1200.00

# 1970-35160-22500-54906-42540

Expense \$ 11940.00

# 1970-35160-22500-54906-42548

**Approvals****Dept Head**

SCHAEFFER, BRIAN

**Division Director**

SCHAEFFER, BRIAN

**Finance**

WALLACE, TONYA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

PSC 05/04/20

**Council Sponsor****Distribution List**

dstockdill@spokanecity.org

fireaccounting

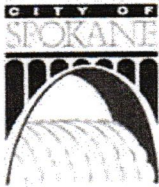
**Additional Approvals****Purchasing**

PRINCE, THEA

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2017-0353  Janitorial contract with Environmental Control of Spokane (Spokane, WA), to perform public works janitorial work at various facilities.
<b>Date:</b>	02/28/2020
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	05/31/20
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 05/31/20
<b>Background/History:</b>	
<p>The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) the Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices and 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.</p> <p>Contract Period is for June 1, 2020 through May 31, 2021. Annual cost will be approximately \$52,500.00 (including tax). This is the 1<sup>st</sup> of 2 one year renewals.</p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route ALL requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 05/08/20

Type of expenditure: Goods ☐ Services ☒

Department: Fire/CCB

Approving Supervisor: David Stockdill

Amount of Proposed Expenditure: \$52,500

Funding Source: Fire/CCB

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

\$24,420: 1640-35351-28200-54906-99999  
\$28,080: 1970-35160-22500-54906-425xx

Why is this expenditure necessary now?

This expenditure is to ensure that various Fire facilities have continuing janitorial services.

What are the impacts if expenses are deferred?

Various Fire facilities will not be well maintained, which could lead to future problems/expenditures.

What alternative resources have been considered?

The only alternative would be to hire janitorial employees, which would be more costly.

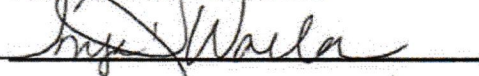
Description of the goods or service and any additional information?

Janitorial services at various Fire facilities.

Person Submitting Form/Contact: Kyle Haugen

FINANCE SIGNATURE:

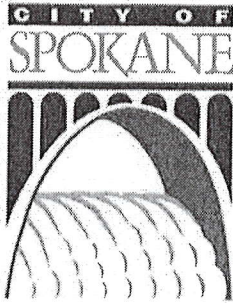
CITY ADMINISTRATOR SIGNATURE:



\_\_\_\_\_

5-11-20





City of Spokane

**CONTRACT EXTENSION  
No. 1 WITH COST**

Title: **ENVIRONMENTAL CONTROL FOR JANITORIAL  
SERVICES FOR THE CITY OF SPOKANE FIRE  
DEPT.**

This Contract Extension No. 1 with Cost, is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, and **Environmental Control**, whose address is 204 South Koren Road, Suite 200, Spokane, Washington, 99212, as ("Contractor").

*WHEREAS, the parties entered into an Agreement wherein the "Contractor" agreed to provide the City with Janitorial Services for the Combined Communications (CCC) Building, Training Administration Office, Shop Restroom, Field House and Station No. 1 Administration Building; and,*

*WHEREAS, that original Agreement provided for two (2) one (1) year possible extensions to that Agreement, of which this will be the first;*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated June 9, 2017 is hereby 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 DATES.**

This Contract Extension shall become effective on June 1, 2020 and shall run through May 31, 2021.

**3. COMPENSATION.**

Additional cost under this Extension No. 1 shall not exceed **Fifty Two Thousand, Five Hundred and 00/100 Dollars (\$52,500.00)** for all work performed under this Extension No. 1.

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.

**ENVIRONMENTAL CONTROL**

By Bryan Spray 3/19/20  
Signature Date

Bryan Spray  
Type or Print Name

President  
Title

603066096  
WA. UBI. No. City of Spokane Bus.  
License

Attest:

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

**CITY OF SPOKANE**

By \_\_\_\_\_ 5-5-2020  
Signature Date

Brian Scheffer  
Type or Print Name

Fire Chief  
Title

Approved as to form:

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

**Attachments that are part of this Agreement**  
OPR 2017-0353

2020



**ATTENTION:** This service will be unavailable on Sun. March 15th from 8:00 a.m. to 6:00 p.m. PDT for system maintenance.

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE](#)

### License Information:

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

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Mailing address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Jan-31-2021	Dec-17-2010
<a href="#">Minor Work Permit</a>				Active	Jan-31-2021	Jul-18-2017
<a href="#">Spokane General Business - Non-Resident</a>	T12092281BUS			Active	Jan-31-2021	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				Active	Jan-31-2021	Dec-23-2010

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

Governing people	Title
SPRAY, BRYAN	
SPRAY, HEIDI	

### Registered Trade Names

Registered trade names	Status	First issued
ENVIRONMENT CONTROL BUILDING MAINTENANCE #445	Active	Nov-30-2010

The Business Lookup information is updated nightly. Search date and time: 3/13/2020 11:38:47 AM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.certrequest@marsh.com  CN101848208-445b-GAWUC-20-21	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire Insurance Co <b>INSURER B:</b> Markel American Insurance Co. <b>INSURER C:</b> Hanover Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19445 28932 22292
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**COVERAGES**      **CERTIFICATE NUMBER:** SEA-003538138-04      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Named Insured			GL3118620	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Vol Prop Damage \$ 150,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLM6MM70000169	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC013588034 'Employers Stop Gap Liability'	03/01/2020	03/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime Third Party			BDC1072037	03/01/2020	03/01/2021	Limit 50,000
A	Lost Key Coverage			GL3118620	03/01/2020	03/01/2021	Limit Occ/Agg 50,000

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

Re: Job #460 with respect to janitorial services performed for the certificate holder at: Various Locations, Spokane, WA.

## CERTIFICATE HOLDER

City of Spokane  
Risk Management  
808 Spokane Falls Blvd.  
Spokane, WA 99201

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Van H. Vong

*Van H. Vong*

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

06/01/2020

<u>Date Rec'd</u>	5/19/2020
<u>Clerk's File #</u>	OPR 2020-0489
<u>Renews #</u>	

<u>Submitting Dept</u>	GRANTS & CONTRACT MGMT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SALLY STOPHER X6032	<u>Project #</u>	
<u>Contact E-Mail</u>	SSTOPHER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0430 - GRANT CONTRACT FOR FEMA FUNDING		

Agenda Wording

To allow for reimbursement of allowable COVID related response expenses from the Federal Emergency Management Agency passed through the Washington Military Department

Summary (Background)

Acceptance of the grant agreement will allow for reimbursement of allowable costs related to the COVID-19 pandemic for a period of up to 5 years after the declared incident. 25% match of state or local resources is required.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session\Other</u>	Finance Committee 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Candace Mumm
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sstopher@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**Washington State Military Department  
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: <b>City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201</b>		2. Grant Agreement Amount: <b>To be determined, based upon approved project worksheets</b>		3. Grant Number: <b>D20-143</b>	
4. SUBRECIPIENT, phone/email: <b>509-625-6032/sstopher@sokanefire.org</b>		5. Grant Agreement Start Date: <b>January 20, 2020</b>		6. Grant Agreement End Date: <b>March 22, 2024</b>	
7. DEPARTMENT Program Manager, phone/email: <b>Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): 115528189		9. UBI # (state revenue):	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)</b>					
11. Funding Source Agreement #: <b>FEMA-4481-DR-WA</b>		12. Program Index # <b>704UC (Federal) / 702UE (State) / 704UD (Admin)</b>		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.036, Public Assistance</b>	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>th</b> (BY CONGRESSIONAL DISTRICT): <b>th</b>		18. Service Area by County(ies): <b>Spokane County</b>		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: <b>Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. <b>Applicable Federal and State Statutes and Regulations</b>		5. <b>Special Terms and Conditions</b>			
2. <b>DHS Standard Terms and Conditions</b>		6. <b>General Terms and Conditions, and,</b>			
3. <b>Presidential Declaration, FEMA State Agreement, and other Documents</b>		7. <b>Other provisions of the contract incorporated by reference.</b>			
4. <b>Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)</b>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department			Signature _____ Date _____ print or type name: _____		
			APPROVED AS TO FORM:		
			SUBRECIPIENT's Attorney _____ Date _____		

**Washington State Military Department  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I – KEY PERSONNEL**

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name		Name	<b>Gerard Urbas</b>
Title		Title	<b>Deputy State Coordinating Officer Public Assistance</b>
E-Mail		E-Mail	<a href="mailto:gary.urbas@mil.wa.gov">gary.urbas@mil.wa.gov</a>
Phone		Phone	<b>(253) 512-7402</b>

**ARTICLE II - ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

**A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:**

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

**1. FUNDING**

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

**DEPARTMENT Match:** The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

**Donated Resources:** FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

## **2. GRANT AGREEMENT PERIOD**

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

## **3. PAYMENTS**

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.



- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

#### **4. CLOSEOUT**

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

#### **5. DOCUMENTATION / REPORTING REQUIREMENTS**

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

## **6. TIME EXTENSIONS**

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

## **7. PROCUREMENT**

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

## **8. SUBRECIPIENT MONITORING:**

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement related activities;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

### **A.1 DEFINITIONS**

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

### **A.2 ADVANCE PAYMENTS**

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

### **A.3 AMENDMENTS AND MODIFICATIONS**

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

### **A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

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

**A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH**

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**A.6 ASSURANCES**

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

**A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

**A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

#### **A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### **A.10 CONFLICT OF INTEREST**

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

#### **A.11 CONTRACTING & PROCUREMENT**

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.



3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.



b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### **A.12 DISCLOSURE**

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

#### **A.13 DISPUTES**

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

#### **A.14 DUPLICATION OF BENEFITS**

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

#### **A.15 HAZARDOUS SUBSTANCES**

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

#### **A.16 LEGAL RELATIONS**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

#### **A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

#### **A.18 LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

#### **A.19 NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

#### **A.20 NONDISCRIMINATION**

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

#### **A.21 NOTICES**

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

#### **A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)**

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

#### **A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

#### **A.24 POLITICAL ACTIVITY**

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

#### **A.25 PRIVACY**

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

#### **A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

#### **A.27 PUBLICITY**

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

#### **A.28 RECAPTURE PROVISION**

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

#### **A.29 RECORDS AND REPORTS**

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

#### **A.30 RECOVERY OF FUNDS**

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

#### **A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

### **A.32 SEVERABILITY**

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

### **A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **A.34 SUBRECIPIENT NOT EMPLOYEE**

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

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

#### **A.35 TAXES, FEES AND LICENSES**

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

#### **A.36 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **A.37 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### **A.38 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

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

#### **A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

#### **A.40 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

#### **A.41 WAIVERS**

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



## PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY <b>PROJECT WORKSHEET</b>				O.M.B. No. 1660-0017	
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b> Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. <b>NOTE: Do not send your completed form to this address.</b>					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F _____ - R _____					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>PROJECT COST</b>					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				<b>TOTAL COST</b>	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Finance- Grants and Contracts Department
<b>Subject:</b>	Grant Contract for FEMA funding
<b>Date:</b>	05/20/2019
<b>Contact (email &amp; phone):</b>	Sally Stopher sstopher@spokanecity.org 509-625-6032
<b>City Council Sponsor:</b>	Candace Mumm
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget- Revenue
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	To allow for reimbursement of allowable COVID related response expenses from the Federal Emergency Management Agency passed through the Washington Military Department
<b>Narrative:</b> - Grant revenue contract for COVID related expenses. Total amount to be determined.	
<b>Executive Summary:</b>  Acceptance of the grant agreement will allow for reimbursement of allowable costs related to the COVID-19 pandemic for a period of up to 5 years after the declared incident. 25% match of state or local sources is required.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Transfer of budget capacity from ITSD to Purchasing Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

06/01/2020

**Date Rec'd**

5/20/2020

**Clerk's File #**

OPR 2020-0490

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**BRIAN 625-6210  
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR21207

**Agenda Item Name**0320 - SERVICE AGREEMENT WITH CME FOR COMMUNITY TELEVISION  
SERVICES**Agenda Wording**

Grant agreement for 2020 to enable CME to continue to provide vital community programming which the City believes is in the public interest.

**Summary (Background)**

2020 Operations Funding for \$160,000, funded in the 2020 budget approved by the City Council. In consideration for CME's continued provision of vital community programming which the City believes is in the public interest, the City agrees to pay to (\$160,000.00), which funds are to be used solely for operational expenses for the calendar year 2020. Future operational funding is not guaranteed, and is subject to change on a yearly basis.

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

Expense \$ 160,000

# 0020-37330-18900-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

FA Comm., 4/20/2020

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**CME CABLE CHANNEL OPERATIONS FUNDING AGREEMENT**

This AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY-MINDED ENTERPRISES, whose physical address is 104 W. 3<sup>rd</sup> Ave., Spokane, Washington 99201, as "CME."

WHEREAS, the City has previously entered into Agreements with Community-Minded Enterprises ("CME"), a not-for-profit corporation organized under the laws of the State of Washington, wherein the City provided certain capital grant funds from "PEG" fees from the City's cable franchise, together with limited operational support; and

WHEREAS, CME agrees to provide community programming on the cable channel designated for that purpose and is in need of funding for operational capabilities in 2020; and

WHEREAS, the City proposes to help fund CME's operational needs in 2020 due to the public benefit which CME provides to the people of Spokane; and

WHEREAS, CME has agreed to continue to provide community access cable programming and the continued operation of CME as Community Channel Manager is in the public interest; and

WHEREAS, the City Council, in its 2020 budget, agreed to provide one-time operating funds for 2020 to ensure that CME stays a vital part of the community discourse.

NOW, THEREFORE, the parties agree as follows:

1. STAND-ALONE FUNDING AGREEMENT. This Agreement is a stand-alone funding agreement, and shall have no effect on any other agreements, specifically any capital funding agreements entered into by and between the City and CME, and any previous amendments and/or extensions/renewals thereof.
2. FUNDING AGREEMENT.  
2020 Operations Funding. In consideration for CME's continued provision of vital community programming which the City believes is in the public interest, the City agrees to pay to CME ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00), which funds are to be used solely for operational expenses for the calendar year 2020. Future operational funding is not guaranteed, and is subject to change on a yearly basis.

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

CITY OF SPOKANE

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

Mayor

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

COMMUNITY-MINDED ENTERPRISES

Email address:

\_\_\_\_\_

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

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

Attest:

Approved as to form:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Assistant City Attorney

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

05/18/2020

<u>Date Rec'd</u>	5/13/2020
<u>Clerk's File #</u>	CPR 2020-0002
<u>Renews #</u>	

<u>Submitting Dept</u>	ACCOUNTING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028	<u>Project #</u>	
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Claim Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5600-CLAIMS-2020		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 5/8/20. Total: \$ 10,934,788.90 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$ 10,240,039.96

Summary (Background)

Pages 1-42 Check numbers: 571129 - 571367 ACH payment numbers: 77928 - 78234 On file for review in City Clerks Office: 42 Page listing of Claims Note:

<u>Fiscal Impact</u>	Grant related?	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 10,240,039.96		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

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REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 19

APPROVAL FUND SUMMARY

DATE: 05/11/20  
TIME: 07:15  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	550,396.06
1100	STREET FUND	157,861.21
1200	CODE ENFORCEMENT FUND	6,715.46
1300	LIBRARY FUND	34,593.06
1380	TRAFFIC CALMING MEASURES	11,467.63
1400	PARKS AND RECREATION FUND	46,260.23
1450	UNDER FREEWAY PARKING FUND	701.61
1460	PARKING METER REVENUE FUND	22,072.97
1510	SPOKANE REG EMERG COM SYS	806.15
1560	FORFEITURES & CONTRIBUTION FND	274.10
1570	INTERMODAL FACILITY OPERATION	16,811.25
1590	HOTEL/MOTEL TAX FUND	145,967.90
1620	PUBLIC SAFETY & JUDICIAL GRANT	3,376.49
1625	PUBLIC SAFETY PERSONNEL FUND	7,295.30
1630	COMBINED COMMUNICATIONS CENTER	77,784.20
1640	COMMUNICATIONS BLDG M&O FUND	659.60
1680	CD/HS OPERATIONS	9,387.22
1695	CDBG REVOLVING LOAN FUND	2,463.99
1920	FINANCIAL PARTNERSHIP FUND	33,756.58
1970	FIRE/EMS FUND	119,384.14
1990	TRANSPORTATION BENEFIT FUND	139,882.21
3200	ARTERIAL STREET FUND	78,634.61
4100	WATER DIVISION	321,663.01
4250	INTEGRATED CAPITAL MANAGEMENT	3,636,626.50
4300	SEWER FUND	300,046.39
4480	SOLID WASTE FUND	1,464,411.58
4600	GOLF FUND	5,253.34
4700	DEVELOPMENT SVCS CENTER	36,449.45
5100	FLEET SERVICES FUND	136,311.50
5110	FLEET SVCS EQUIP REPL FUND	100,547.63
5200	PUBLIC WORKS AND UTILITIES	9,371.33
5300	IT FUND	38,769.09
5310	IT CAPITAL REPLACEMENT FUND	17,000.30
5400	REPROGRAPHICS FUND	4,207.92
5500	PURCHASING & STORES FUND	4,128.60
5600	ACCOUNTING SERVICES	19,929.74
5700	MY SPOKANE	5,785.54
5750	OFFICE OF PERFORMANCE MGMT	4,330.11
5800	RISK MANAGEMENT FUND	34,838.89
5810	WORKERS' COMPENSATION FUND	53,578.83
5820	UNEMPLOYMENT COMPENSATION FUND	152,259.66
5830	EMPLOYEES BENEFITS FUND	188,054.75
5900	ASSET MANAGEMENT FUND OPS	6,713.46
5901	ASSET MANAGEMENT FUND CAPITAL	17,698.72
5902	PROPERTY ACQUISITION POLICE	45,187.62
6060	EMPLOYEES' RETIREMENT FUND	3,750.57
6070	FIREFIGHTERS' PENSION FUND	78,288.38
6080	POLICE PENSION FUND	50,272.06
6960	SALARY CLEARING FUND NEW	2,038,013.02
TOTAL:		10,240,039.96

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 19

DATE: 05/11/20  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/11/20  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80078001	325.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80078061	49,877.33
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00571280	76,736.75
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80078006	3,500.52
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80078213	17,674.86

TOTAL FOR 0020 - NONDEPARTMENTAL	148,114.46
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## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	250.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	666.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	828.06

TOTAL FOR 0030 - POLICE OMBUDSMAN	1,744.53
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## 0100 - GENERAL FUND

JANNA SCHROEDER 213 N WHITMAN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00571138	25.00
KILGORE CONSTRUCTION INC PO BOX 367	PERMIT REFUNDS PAYABLE CHECK NO. - 00571310	2,485.00
SERGEY YERMOLA 2126 E 4TH AVE	DEPOSIT - RESTITUTION CHECK NO. - 00571306	50.00
SPOKANE TREE PRO 9116 E SPRAGUE AVE #441	PERMIT REFUNDS PAYABLE CHECK NO. - 00571345	25.00

TOTAL FOR 0100 - GENERAL FUND	2,585.00
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## 0230 - CIVIL SERVICE

BIDDLE CONSULTING GROUP INC	CONTRACTUAL SERVICES CHECK NO. - 00571328	1,539.00
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HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	810.00
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US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	2,638.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	3,304.40
TOTAL FOR 0230 - CIVIL SERVICE		8,291.68

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	270.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	1,314.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	1,693.70
TOTAL FOR 0260 - CITY CLERK		3,278.05

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	775.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	3,067.91
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,975.94
TOTAL FOR 0320 - COUNCIL		6,818.85

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	505.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	2,106.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,755.50
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		5,367.46

0370 - ENGINEERING SERVICES

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80078093	1,079.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	3,350.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00571356	14,758.72
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	16,652.81
TOTAL FOR 0370 - ENGINEERING SERVICES		35,841.10

0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	320.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	915.95
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	1,178.47
TOTAL FOR 0410 - FINANCE		2,414.42

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	162.26
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	864.05
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	1,149.59
TOTAL FOR 0430 - GRANTS MANAGEMENT		2,175.90

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	196.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	253.58
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		524.58

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80078091	80.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	486.30

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	399.83

TOTAL FOR 0470 - HISTORIC PRESERVATION	1,066.63
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0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	2,095.00
THYSSENKRUPP ELEVATOR CORP	PROFESSIONAL SERVICES	
THYSSEN SOUND ELEVATOR	ACH PMT NO. - 80077953	139.03
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	9,027.78
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	11,568.83
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80078226	236.82

TOTAL FOR 0500 - LEGAL	23,067.46
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	470.00
SARAH NUSS	RECRUITMENT TRAVEL EXPENSE	
	CHECK NO. - 00571145	662.33
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	2,187.43
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	2,074.03

TOTAL FOR 0520 - MAYOR	5,393.79
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0550 - NEIGHBORHOOD SERVICES

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AND COUNCIL MEMBERS	PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	532.73
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	674.22

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,281.95
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0560 - MUNICIPAL COURT

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80077960	850.00
CAFFE PERFEZIONE LLC 10510 E SPRAGUE AVE	CASH OVER/SHORT CHECK NO. - 00571139	30.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80077973	329.04
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80078153	868.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	2,105.00
JULIE M HENDERSON 7010 N COLTON ST APT J105	CASH OVER/SHORT CHECK NO. - 00571140	55.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	8,622.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	11,225.74

TOTAL FOR 0560 - MUNICIPAL COURT	24,085.89
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0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	489.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	638.58

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,288.10
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0620 - HUMAN RESOURCES

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	483.75
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	1,811.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,079.54

TOTAL FOR 0620 - HUMAN RESOURCES	4,375.26
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0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80078091	195.11
DKS ASSOCIATES	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80078157	10,026.64
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	880.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	3,350.75
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	4,342.11

TOTAL FOR 0650 - PLANNING SERVICES	-----	18,794.61
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0680 - POLICE

ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE	
	ACH PMT NO. - 80078133	310.36
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES	
	CHECK NO. - 00571266	470.39
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80078021	6,526.47
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80078021	4,173.78
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE	
	ACH PMT NO. - 80078022	103.46
B & B TOWING LLC	TOWING EXPENSE	
	ACH PMT NO. - 80078136	258.64
BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	
	CHECK NO. - 00571268	3,241.08
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00571269	146.99

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHRISTOPHER BENESCH	TUITION REIMBURSEMENT	
	ACH PMT NO. - 80077957	1,580.10
COCHRAN INC	TV'S/AUDIO VISUAL EQUIPMENT	
	ACH PMT NO. - 80077931	6,923.00
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078026	6.56
DEBORAH K KRAJCIR	PROFESSIONAL SERVICES	
DBA DEBORAH K KRAJCIR	CHECK NO. - 00571273	1,040.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80078030	165.00
DIVINES TOWING/DIV OF	TOWING EXPENSE	
DIVINE CORP	ACH PMT NO. - 80078156	103.46
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80078164	206.92
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	CHECK NO. - 00571272	40.71



FISHER'S TOWING AND TRANSPORT	TOWING EXPENSE ACH PMT NO. - 80078034	103.46
GALLS LLC	CLOTHING ACH PMT NO. - 80078036	1,336.09
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80078036	521.74
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80078036	1,840.62
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80078039	288.91
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80078040	2,957.28
HEALTHYSOLE LLC	OFFICE FURNITURE/EQUIPMENT ACH PMT NO. - 80078041	5,439.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	72,386.78
JUSTIN C LUNDGREN	OPERATING SUPPLIES CHECK NO. - 00571274	195.90
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078044	534.91
MILLER'S TOWING	TOWING EXPENSE ACH PMT NO. - 80078192	103.46
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80078047	103.46

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80078129	155.18
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80078056	40,352.68
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80078058	65.34
SKR CORPORATION DBA PRO-TOW	TOWING EXPENSE ACH PMT NO. - 80078059	129.32
SPOKANE POLICE DEPARTMENT IMPREST FUND	CASH OVER/SHORT CHECK NO. - 00571279	0.20
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00571279	163.62
SPOKANE POLICE DEPARTMENT IMPREST FUND	PROFESSIONAL SERVICES CHECK NO. - 00571279	60.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00571279	4.28
THORNHILL VALLEY CHAPEL	PROFESSIONAL SERVICES CHECK NO. - 00571281	885.00

T-MOBILE	MOBILE BROADBAND CHECK NO. - 00571283	20.34
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00571284	37.44
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80078070	9,269.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	36,815.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	22,606.49
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	92.56
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00571286	828.75
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00571361	625.00
WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO. - 80078233	206.91
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80078077	34.84

TOTAL FOR 0680 - POLICE	-----	223,461.83
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HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	795.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	2,808.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	3,664.50
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80078123	128.23

TOTAL FOR 0690 - PROBATION SERVICES	-----	7,396.11
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0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80078018	1,104.30
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80077934	111.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	1,325.00
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO. - 80078066	357.50

PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80078054	234.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	6,410.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	7,941.72

TOTAL FOR 0700 - PUBLIC DEFENDER	-----	17,484.59
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0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	251.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	325.34

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT	-----	676.83
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HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	465.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80077944	818.86
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	1,576.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,006.36

TOTAL FOR 0860 - TREASURY SERVICES	-----	4,866.98
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1100 - STREET FUND

AM SIGNAL INC	MINOR EQUIPMENT ACH PMT NO. - 80078020	6,893.40
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80078082	11,116.71
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80078082	1,080.73
BIOSYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078084	2,660.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80078148	228.08

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80078096	655.36
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	4,541.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078115	13,801.67
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078000	47,616.17
SKIDRIL INDUSTRIES LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00571277	3,260.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	18,535.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	24,005.06
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	526.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80078228	17,354.65
WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00571362	5,585.79
TOTAL FOR 1100 - STREET FUND		157,861.21

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	645.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	2,806.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	3,155.08
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80078123	108.86
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		6,715.46

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	2,325.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	14,341.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	17,926.71

TOTAL FOR 1300 - LIBRARY FUND		34,593.06
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1380 - TRAFFIC CALMING MEASURES

ANDREW & KATIE BATES 202 MAIN STREET	PHOTO RED FINES CHECK NO. - 00571307	161.00
DKS ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80078157	11,306.63
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		11,467.63

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80078144	415.08
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80078093	221.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	4,512.00
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO. - 00571146	118.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	18,941.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	22,051.83
TOTAL FOR 1400 - PARKS AND RECREATION FUND		46,260.23

1450 - UNDER FREEWAY PARKING FUND

MORAN FENCE INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80077946	701.61
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		701.61

1460 - PARKING METER REVENUE FUND

CREACH GREENHOUSE INC	OPERATING SUPPLIES ACH PMT NO. - 80078029	9,668.63
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80078166	356.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	516.87
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80077944	807.69
POM INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80078114	4,601.03
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	2,644.88
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	3,477.76
TOTAL FOR 1460 - PARKING METER REVENUE FUND		22,072.97
1510 - SPOKANE REG EMERG COM SYS		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	100.00
HONORABLE MAYOR		05/11/20
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	308.90
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	397.25
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		806.15
1560 - FORFEITURES & CONTRIBUTION FND		
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION	
	ACH PMT NO. - 80078056	274.10
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		274.10
1570 - INTERMODAL FACILITY OPERATION		
STARPLEX CORP	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80078218	16,811.25
TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION		16,811.25
1590 - HOTEL/MOTEL TAX FUND		
SPOKANE PUBLIC FACILITIES	SPOKANE PUBLIC FACILITY DIST	
DISTRICT	ACH PMT NO. - 80078063	145,967.90
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		145,967.90
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
GUNARAMA WHOLESALE INC	WEAPONS/FIREARMS/SIGNALGUNS	
	ACH PMT NO. - 80078040	802.48
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	1,157.48
US BANK	PER DIEM	
POLICE ADVANCE TRAVEL	ACH PMT NO. - 80078070	1,101.50

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	315.03

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	3,376.49
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1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	1,380.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00571342	3,799.81

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	2,115.34

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND	7,295.30
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1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	472.26

INFOR PUBLIC SECTOR INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80078178	70,799.97

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00571342	561.54

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	2,674.29

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	3,276.14

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	77,784.20
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1640 - COMMUNICATIONS BLDG M&O FUND

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80077978	659.60

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	659.60
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	643.74

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	3,982.72

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	4,760.76

TOTAL FOR 1680 - CD/HS OPERATIONS		----- 9,387.22
1695 - CDBG REVOLVING LOAN FUND		
-----		
DELL MARKETING LP	OTHER MISC CHARGES	
%DELL USA LP	ACH PMT NO. - 80078093	2,463.99
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		----- 2,463.99
1920 - FINANCIAL PARTNERSHIP FUND		
-----		
1ST AVENUE CHELAN LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80078017	33,756.58
TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND		----- 33,756.58
1970 - FIRE/EMS FUND		
-----		
ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80077928	494.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80077962	233.59
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00571129	8.24
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00571157	1,934.27
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00571131	243.24
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80077969	5,407.55
CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80077971	921.78
CONTROL SOLUTIONS NW INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80077933	127.96
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80078094	7.50
DIVINES TOWING/DIV OF	MOTOR FUEL-OUTSIDE VENDOR	
DIVINE CORP	ACH PMT NO. - 80077935	31.12
DR LOUIS C SOWERS	MEDICAL SERVICES	
	ACH PMT NO. - 80078208	5,500.00
EFT LLC	PUBLIC SAFETY LICENSE/PERM	
12830 E MIRABEAU PKWY	CHECK NO. - 00571141	19.00
FASTENAL CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80077978	24.26
FASTENAL CO	OPERATING SUPPLIES	



	ACH PMT NO. - 80077978	2,029.69
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80077978	432.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077978	142.02
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80078033	7.21
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077980	6,007.29
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80077980	289.67
GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80077938	140.03
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077938	94.17
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078158	554.03
HILTON GARDEN INN 9015 SR HWY 2	PUBLIC SAFETY LICENSE/PERM	
	CHECK NO. - 00571163	38.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077941	310.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00571339	9,173.14
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00571342	40,717.72
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077983	108.00
JASON W ARCHIBALD	SAFETY SUPPLIES	
	ACH PMT NO. - 80077956	80.51
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80077947	38.41
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80077996	99.23
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077996	1,391.78
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00571360	179.69
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80077997	78.15
PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80077948	654.07
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078200	541.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROYAL PARK RETIREMENT CENTER 302 E WEDGEWOOD AVE	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00571144	57.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078116	27.07
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078062	7,428.83
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078064	3,900.00
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80077952	7.67
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80077952	109.91
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80077954	368.08
UNIFIRE POWER BLOWERS INC	MINOR EQUIPMENT ACH PMT NO. - 80077954	58.81
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80077954	566.27
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	22,267.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	5,457.74
WA STATE DEPT OF REVENUE	BUILDING REPAIRS/MAINTENANCE -	43.97
WHELEN ENGINEERING CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80077955	1,031.42
TOTAL FOR 1970 - FIRE/EMS FUND		119,384.14

1990 - TRANSPORTATION BENEFIT FUND

SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80078000	15,591.73
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078000	124,290.48
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		139,882.21

3200 - ARTERIAL STREET FUND

COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80078024	7,451.55
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80078148	206.10
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80078148	955.14
DAVID EVANS AND ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078151	9,736.70
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80077940	631.73
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80078185	2,065.00
NELSON/NYGAARD CONSULTING ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078195	422.50
SARAH THOMPSON MOORE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80077993	3,158.10
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80078000	54,007.79
TOTAL FOR 3200 - ARTERIAL STREET FUND		78,634.61

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80077961	526.14
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80077963	25.00
APPLIED TECHNOLOGY GROUP INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00571297	4,565.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80078135	74,646.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80078135	3,004.17
BASELIA RIOS 2115 W PENINSULA DR	REFUNDS CHECK NO. - 00571305	110.00
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80078141	1,376.04
CLAIRE L URZI 186 OUTRIGGER DR	REFUNDS CHECK NO. - 00571133	239.84
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80078025	19,403.75
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078145	12,881.07

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CORE & MAIN LP	CONSTRUCTION OF FIXED ASSETS
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	ACH PMT NO. - 80078090	1,063.30
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80078027	2,166.02
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80077967	310.75
FAST WAY FREIGHT SYSTEMS INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80077977	2,625.00
FINANCIAL CONSULTING SOLUTIONS	CONTRACTUAL SERVICES	
GROUP INC DBA FCS GROUP	ACH PMT NO. - 80077979	2,775.00
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80078166	241.76
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078174	852.84
HEARN BROS PRINTING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078176	463.91
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	7,970.00
K & N ELECTRIC MOTORS INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80078043	34,742.56
LAND EXPRESSIONS LLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80077988	9,948.75
NORCO INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80078048	2,061.69
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078048	87.12
OXARC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80078199	886.05
PREMIER ELECTRIC MOTORS INC	REPAIRS/MAINTENANCE	
	CHECK NO. - 00571317	3,880.00
REYNALDO DELGADO	REFUNDS	
1112 E 20TH AVE	CHECK NO. - 00571304	1,170.98
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078002	253.51
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00571326	55,818.13
THE HUTTON SETTLEMENT	REFUNDS	
422 W RIVERSIDE AVE STE 931	CHECK NO. - 00571135	37.70
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	33,340.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	42,726.86
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80078072	177.35

WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	406.29
	-	
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	345.32
	-	
ZIEGLER LUMBER COMPANY	REPAIR & MAINTENANCE SUPPLIES	533.61
	CHECK NO. - 00571169	

TOTAL FOR 4100 - WATER DIVISION	-----	321,663.01
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4250 - INTEGRATED CAPITAL MANAGEMENT

COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80078148	119.75
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80078168	1,265,818.84
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80078170	14,513.00
GROUNDWATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS	
dba GSI WATER SOLUTIONS INC	ACH PMT NO. - 80078171	10,065.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	830.00
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80077987	40,708.50
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80078185	5,307.50
MWH CONSTRUCTORS INC &	CONSTRUCTION OF FIXED ASSETS	
SLAYDEN CONSTRUCTION GROUP INC	ACH PMT NO. - 80078194	2,245,022.02
SYSTEMS AND SOFTWARE INC	CONTRACTUAL SERVICES	
DBA SYSTEMS AND SOFTWARE	ACH PMT NO. - 80078065	46,350.50
THE HUTTON SETTLEMENT	REFUNDS	
422 W RIVERSIDE AVE STE 931	CHECK NO. - 00571135	30.39
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	3,413.61
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	4,447.39

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	3,636,626.50
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4300 - SEWER FUND

ELINOR ENZ	REFUNDS	
2008 E 30TH AVE	CHECK NO. - 00571159	24.60
THE HUTTON SETTLEMENT	REFUNDS	
422 W RIVERSIDE AVE STE 931	CHECK NO. - 00571135	91.37

TOTAL FOR 4300 - SEWER FUND

115.97

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078079	1,885.69
BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80078137	2,100.00
CENTURYLINK	TELEPHONE CHECK NO. - 00571300	1,634.38
CORAL SALES COMPANY	MACHINERY/EQUIPMENT CHECK NO. - 00571334	34,902.45
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80077967	1,682.19
DOUG R UHLENKOTT	SMALL TOOLS CHECK NO. - 00571327	15.38
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80077979	2,775.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	2,600.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	9,174.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	11,642.32

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

68,411.45

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80078131	569.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80078135	225.47
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80078135	56.03

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BECKWITH & KUFFEL INDUSTRIAL INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078139	1,327.76
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80078206	980.10
CENTURYLINK	TELEPHONE CHECK NO. - 00571300	1,888.04
CHRISTOPHER PETERSCHMIDT	OFFICE SUPPLIES ACH PMT NO. - 80077959	21.77
CHRISTOPHER PETERSCHMIDT	PARKING/TOLLS (LOCAL)	

	ACH PMT NO. - 80077959	82.75
CHRISTOPHER PETERSCHMIDT	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80077959	42.00
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES	
	ACH PMT NO. - 80078087	193.84
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80078142	2,027.24
CONTROL SOLUTIONS NW INC	COMPUTER/MICRO EQUIPMENT	
	ACH PMT NO. - 80078146	39,672.03
CUSTOM MECHANICAL SOLUTIONS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078150	4,541.13
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT	
	ACH PMT NO. - 80078093	2,085.98
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80078165	561.58
HDR ENGINEERING INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80078175	4,382.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00571339	5,920.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078180	12,888.31
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80078181	181.40
JOHNSON CONTROLS INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078183	5,397.76
K & L GATES LLP	LEGAL SERVICES	
	ACH PMT NO. - 80077985	786.50
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078184	26,251.77
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80078196	485.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80078196	75.48
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078110	6,116.75
SHI CORP	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078207	9,883.21
SPECIALTY CONTROLS INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80078212	1,646.58
SVL ANALYTICAL INC	TESTING SERVICES	
	ACH PMT NO. - 80078219	220.50
THE RUECK CO INC	OPERATING SUPPLIES	
	CHECK NO. - 00571352	22,482.43

T-MOBILE	CELL PHONE	
	CHECK NO. - 00571354	28.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	25,769.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	32,965.58
WA STATE PARKS & RECREATION COMMISSION	PERMITS/OTHER FEES ACH PMT NO. - 80078011	1,266.78
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80078125	1,517.94
WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	PROFESSIONAL SERVICES ACH PMT NO. - 80078230	2,850.00
WINSTON & CASHATT PS	LEGAL SERVICES ACH PMT NO. - 80078232	275.00

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	-----	215,666.03
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#### 4330 - STORMWATER

FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80077979	2,775.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	1,300.00
LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80078185	1,310.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	4,323.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	5,521.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4330 - STORMWATER	-----	15,230.56
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#### 4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	238.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	308.80

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	-----	622.38
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#### 4480 - SOLID WASTE FUND



ELINOR ENZ 2008 E 30TH AVE	REFUNDS CHECK NO. - 00571159	18.11
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00571320	17.42
THE HUTTON SETTLEMENT 422 W RIVERSIDE AVE STE 931	REFUNDS CHECK NO. - 00571135	388.75
VEOLIA ES TECH SOLUTIONS 9131 E 96TH AVE	REFUNDS CHECK NO. - 00571134	2,197.58
TOTAL FOR 4480 - SOLID WASTE FUND		2,621.86

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80078128	8,577.40
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80078130	67.01
BANNER FURNACE & FUEL	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80078138	221.28
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078206	3,261.12
BRANOM INSTRUMENT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078085	527.47
DAVID W PAINE	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80078234	91.00
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078155	1,084.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DRESSER RAND	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078159	22,359.66
ELJAY OIL CO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80078162	2,721.16
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80078162	1,780.76
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80078032	416.02
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80078096	611.16
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078032	743.41
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80078032	14.52
FROST ENGINEERING SVC CO NW	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80078035	7,814.66
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80078037	5,853.51
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078100	761.52
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078177	21,516.24
HELFRICH BROTHERS BOILER WORKS	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80078042	404,291.25
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	3,820.00
INFORMATION SYSTEMS INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80078179	3,750.00
JASON THIES	WTE DISPOSAL	
1823 E EMPIRE AVE	CHECK NO. - 00571164	22.13
LECCO ENTERPRISES LLC	EQUIPMENT REPAIRS/MAINTENANCE	
EASTSIDE ELECTRIC MOTORS LLC	ACH PMT NO. - 80078160	4,351.64
LECCO ENTERPRISES LLC	REPAIR & MAINTENANCE SUPPLIES	
EASTSIDE ELECTRIC MOTORS LLC	ACH PMT NO. - 80078160	702.41
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80078191	7,218.75
NALCO CO	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078046	2,717.27
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078109	1,972.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL	
	ACH PMT NO. - 80078198	230.10
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80078199	9,526.16
PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00571316	4,374.81
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80078113	20,942.89
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	21,535.62
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	26,521.35
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	520.96
WASHINGTON EQUIPMENT MFG CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80078124	595.99

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	591,517.04
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4500 - SOLID WASTE COLLECTION

CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00571299	30,317.76
CENTURYLINK	TELEPHONE CHECK NO. - 00571331	60.73
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80077968	18,284.87
COMCAST	TELEPHONE ACH PMT NO. - 80078088	320.71
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80077973	159.33
DOBBS HEAVY DUTY HOLDINGS LLC DBA GWP HOLDINGS LLC	VEHICLES ACH PMT NO. - 80078231	439,430.21
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80078166	356.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	4,795.00
MCCLINTOCK & TURK INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80077945	86,884.30
ROBERT L KAATZ	OPERATING SUPPLIES CHECK NO. - 00571344	44.75
HONORABLE MAYOR AND COUNCIL MEMBERS		05/11/20 PAGE 28
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80078003	114,501.84
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078215	730.71
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	20,110.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	25,892.96
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00571363	133,657.68
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00571363	18,463.71-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		857,083.44
4530 - SOLID WASTE LANDFILLS		
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078134	2,422.50
CH2M HILL ENGINEERS INC	PROFESSIONAL SERVICES CHECK NO. - 00571332	10,047.50
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80077968	38.66

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	75.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80078109	71.22
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	223.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	310.75

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	-----	13,189.24
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4600 - GOLF FUND

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80078093	228.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	519.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	2,086.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,420.15
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TOTAL FOR 4600 - GOLF FUND	-----	5,253.34
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4700 - DEVELOPMENT SVCS CENTER

BRYTECH CONSTRUCTION LLC 9708 N NEVADA ST STE 001	PERMIT REFUNDS PAYABLE CHECK NO. - 00571311	1,250.00
CAMERON SMITH 7209 E 7TH	PERMIT REFUNDS PAYABLE CHECK NO. - 00571312	24.00
EIRIK DRAGSETH	PERMITS/OTHER FEES ACH PMT NO. - 80077958	24.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80078033	6.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	2,729.00
KTU OF SPOKANE 88 E WESTVIEW AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00571136	15.00
MICHAEL PHILLIPS 3317 E FAIRVIEW AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00571308	24.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80078197	1,580.72
OTIS ELEVATOR E 510 NORTH FOOTHILLS DRIVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00571137	250.00
SPOKANE COUNTY AUDITOR	LEGAL SERVICES	

SPOKANE COUNTY COURTHOUSE	ACH PMT NO. - 80078118	526.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	11,800.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	15,249.45
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80078123	2,628.32
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80078123	316.85
YOST GALLAGHER CONSTRUCTION PO BOX 2983	PERMIT REFUNDS PAYABLE CHECK NO. - 00571160	25.00

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	-----	36,449.45
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5100 - FLEET SERVICES FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571295	497.88
ADVANCED PAGING & COMMUNICATIONS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571296	1,631.63
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078083	1,396.22
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078086	5,750.01
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00571298	831.23
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80078087	1,099.19
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80078087	176.89
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80078089	4,384.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80077973	578.42
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078092	5,318.74
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078092	3,375.29
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571301	258.73
DISHMAN DODGE INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571302	1,310.11
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078126	6,874.69

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80078095	401.85
FEDERAL EXPRESS CORP/DBA FEDEX	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078097	17.10
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80078166	392.05
FLEET SERVICES IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00571132	5.00
FLEET SERVICES IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00571132	971.75
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078098	3,507.24

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078099	166.78
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571303	814.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	1,675.00
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078101	504.67
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078102	452.44
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078103	2,702.81
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00571313	2,004.21
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80077991	543.94
MCNEILUS TRUCK & MFG CO/DIV OF MCNEILUS FINANCIAL INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078105	8,080.48
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80077992	1,036.44
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078106	944.45
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078107	210.52
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80078108	460.74
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078108	434.27
NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571314	1,294.55

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078050	287.27
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80077998	1,954.32
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571315	833.45
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078111	13,678.36
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078112	1,228.57

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078112	1,164.22
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571166	283.14
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00571318	429.53
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078117	10,129.53
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078004	827.64
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078119	303.82
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078120	1,444.01
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078007	850.42
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078121	81.68
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078122	381.31
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078068	22,196.65
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	6,934.17
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	8,698.15
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80078009	371.08
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078075	4,060.40
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80078016	69.70

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TOTAL FOR 5100 - FLEET SERVICES FUND 136,311.50

5110 - FLEET SVCS EQUIP REPL FUND

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PAPE MACHINERY INC RENTAL EQUIPMENT  
ACH PMT NO. - 80078051 100,547.63

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND 100,547.63  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

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ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00571339 830.00

THE HUTTON SETTLEMENT REFUNDS  
422 W RIVERSIDE AVE STE 931 CHECK NO. - 00571135 1.50

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00571356 3,670.38

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80078224 4,500.43

VERIZON WIRELESS CELL PHONE  
ACH PMT NO. - 80078072 369.02

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES 9,371.33  
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5300 - IT FUND

-----  
COMCAST IT/DATA SERVICES  
ACH PMT NO. - 80078144 330.10

FIREPOWER INC ALARM/SECURITY SERVICES  
ACH PMT NO. - 80078166 2,494.09

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00571339 2,631.00

STANTEC CONSULTING SERVICES ADVISORY TECHNICAL SERVICE  
INC ACH PMT NO. - 80078217 3,065.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00571356 13,043.84

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80078224 15,685.06

WESLEY HOWARD MORRIS ADVISORY TECHNICAL SERVICE  
DBA MORRIS NETWORK CONTRACTING ACH PMT NO. - 80078230 1,520.00

TOTAL FOR 5300 - IT FUND 38,769.09  
-----

5310 - IT CAPITAL REPLACEMENT FUND

-----  
DELL MARKETING LP COMPUTERS  
%DELL USA LP ACH PMT NO. - 80078093 17,000.30



TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

17,000.30

5400 - REPROGRAPHICS FUND

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES CHECK NO. - 00571330	927.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	180.00
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80078190	591.16
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	HARDWARE MAINTENANCE ACH PMT NO. - 80078190	945.15
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	676.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	887.81

TOTAL FOR 5400 - REPROGRAPHICS FUND

4,207.92

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	484.00
SAMANTHA JOHNSON	LOCAL MILEAGE ACH PMT NO. - 80078127	12.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	1,584.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,047.74

TOTAL FOR 5500 - PURCHASING & STORES FUND

4,128.60

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	2,164.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	7,734.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	10,030.74

TOTAL FOR 5600 - ACCOUNTING SERVICES

19,929.74

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	450.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	2,279.38
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	2,937.75
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80078226	118.41
TOTAL FOR 5700 - MY SPOKANE		5,785.54

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	1,848.05
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	2,032.06
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,330.11

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS	INSURANCE ADMINISTRATION	
LLC/ASC	ACH PMT NO. - 80078132	26,740.10
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	35.00
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80078069	7,694.84
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	162.57
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	206.38
TOTAL FOR 5800 - RISK MANAGEMENT FUND		34,838.89

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	285.00
MSDSOONLINE INC	PROFESSIONAL SERVICES	
DBA VELOCITY EHS	ACH PMT NO. - 80077995	108.90
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	1,325.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	1,493.47
VENTIV TECHNOLOGY INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80078071	50,366.25
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		53,578.83

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	11.25
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80078201	500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	40.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	50.33
WA STATE EMPLOYMENT SECURITY DEPT	INSURANCE CLAIMS CHECK NO. - 00571285	151,658.08
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		152,259.66

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80078019	5,420.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	235.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80078172	30,285.84
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80077989	23,803.02
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80078053	144,389.46
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	OTHER GENERAL MISC REVENUE ACH PMT NO. - 80078053	26,525.92-
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80078055	67.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	741.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	919.21

WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80078229	8,718.91
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TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	188,054.75
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5900 - ASSET MANAGEMENT FUND OPS

COMPASS CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80077932	566.12
DELL MARKETING LP %DELL USA LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80078093	210.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00571339	375.00
INLAND EMPIRE FIRE PROTECTION COMPANY	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00571343	163.50
NW MUSEUM OF ARTS & CULTURE/ DIV OF EASTERN WA STATE	OPERATING RENTALS/LEASES CHECK NO. - 00571347	620.73
RESOURCE SYNERGY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80078204	613.86
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00571351	408.38
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00571356	1,628.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80078224	2,127.46

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	6,713.46
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5901 - ASSET MANAGEMENT FUND CAPITAL

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80078093	3,032.80
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80078093	244.39
HURLIMAN HEATING AND AIR CONDITIONING INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80077942	9,900.00
US FIRE EQUIPMENT LLC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80078008	4,521.53

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	17,698.72
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5902 - PROPERTY ACQUISITION POLICE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLUMBIA FORD INC	VEHICLES ACH PMT NO. - 80078143	45,187.62
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TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE

45,187.62

6100 - RETIREMENT

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80078093	1,575.98
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00571339	260.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00571356	840.45
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80078224	1,074.14

TOTAL FOR 6100 - RETIREMENT

3,750.57

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80078019	1,665.00
BKD-HCN TENANT LLC	SERVICE REIMBURSEMENT	
DBA BROOKDALE NORTH SPOKANE	CHECK NO. - 00571267	8,104.00
CORNERSTONE COURT LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00571270	6,000.00
CORNERSTONE COURT LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00571270	1,290.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00571271	31,645.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00571271	6,125.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80077989	3,833.37
MICHAEL J RABEL	SERVICE REIMBURSEMENT	
	CHECK NO. - 00571276	1,957.00
MOSS-ADAMS LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80078045	17,000.00
PREMERA BLUE CROSS OR	OTHER GENERAL MISC REVENUE	
SPOKANE CITY TREASURER	ACH PMT NO. - 80078053	16,605.81-
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80078053	5,612.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SNOW PEAK 1 LIBERTY LAKE REAL	SERVICE REIMBURSEMENT	
ESTATE LLC	CHECK NO. - 00571278	7,150.00
SNOW PEAK 1 LIBERTY LAKE REAL	SERVICE REIMBURSEMENT	
ESTATE LLC	CHECK NO. - 00571278	4,512.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

78,288.38

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80078019	1,665.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00571271	8,805.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00571271	2,605.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80077989	2,970.36
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80078045	17,000.00
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00571275	2,865.00
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00571275	1,186.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80078053	5,937.09
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00571282	4,455.00
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00571282	2,783.61

TOTAL FOR 6300 - POLICE PENSION

50,272.06

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00571333	429.60
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00571335	400.59
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80078154	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80078161	20.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00571337	266.11
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00571338	508.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00571339	299,618.99
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00571339	12,552.71

ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00571340	55,667.28
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00571341	150.22
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00571342	71,740.23
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80078182	54,758.85
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00571359	1,015.94
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80078186	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80078187	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80078188	2,754.67
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00571346	158.41
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00571348	273.91
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00571349	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80078173	628.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00571350	456.09
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80078203	3,975.84
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80078203	15,529.21
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80078140	18,245.45

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80078209	817.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80078210	3,214.50
SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER	POLICE GUILD ACH PMT NO. - 80078202	21,659.01
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80078214	688.05
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80078211	105.00

SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80078220	410.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80078222	248.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00571353	298.11
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00571336	257.88
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00571355	12.52
UNITED WAY	UNITED WAY ACH PMT NO. - 80078223	554.58
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00571356	263,431.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00571356	653,560.37
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00571356	100,926.33
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80078224	405,545.71
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00571357	370.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80078227	27,664.51
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00571358	15,988.99
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00571361	937.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00571364	254.52

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

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2,038,013.02

TOTAL CLAIMS

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10,240,039.96



REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 19

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 05/11/20  
 TIME: 07:16  
 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	1,936.00		
00571129	AT&T MOBILITY	8.24		
00571130	BOUND TREE MEDICAL LLC	1,152.37		
00571131	CENTURYLINK	243.24		
00571132	FLEET SERVICES IMPREST FUND	976.75		
00571133	CLAIRE L URZI	239.84		
00571134	VEOLIA ES TECH SOLUTIONS	2,197.58		
00571135	THE HUTTON SETTLEMENT	549.71		
00571136	KTU OF SPOKANE	15.00		
00571137	OTIS ELEVATOR	250.00		
00571138	JANNA SCHROEDER	25.00		
00571139	CAFFE PERFEZIONE LLC	30.00		
00571140	JULIE M HENDERSON	55.00		
00571141	EFT LLC	19.00		
00571142	ROYAL PARK RETIREMENT CENTER	19.00		
00571143	ROYAL PARK RETIREMENT CENTER	19.00		
00571144	ROYAL PARK RETIREMENT CENTER	19.00		
00571145	SARAH NUSS	662.33		
00571146	OCCUPATIONAL HEALTH CENTERS	118.50		
00571147	SPOKANE CITY TREASURER	2,761.56		
00571148	SPOKANE CITY TREASURER	1,217.00		
00571149	SPOKANE CITY TREASURER	1,582.89		
00571150	SPOKANE CITY TREASURER	2,456.60		
00571151	SPOKANE CITY TREASURER	2,879.73		
00571152	SPOKANE CITY TREASURER	2,208.27		
00571153	CH2M HILL ENGINEERS INC			1,937.99
00571154	ECOGRAFX INC			600.00
00571155	WA STATE DEPT OF ECOLOGY			223.77
00571156	ADVANCE AUTO PARTS	38.33		
00571157	BOUND TREE MEDICAL LLC	781.90		
00571158	DIRECT AUTOMOTIVE DISTRIBUTI	247.56		
00571159	ELINOR ENZ	42.71		
00571160	YOST GALLAGHER CONSTRUCTION	25.00		
00571161	HILTON GARDEN INN	19.00		
00571162	HILTON GARDEN INN	9.50		
00571163	HILTON GARDEN INN	9.50		
00571164	JASON THIES	22.13		
00571165	O'REILLY AUTOMOTIVE STORES I	698.02		
00571166	SIGN MAN INC	283.14		
00571167	SIX ROBBLEES INC	420.25		
00571168	SPOKANE CITY TREASURER	200.57		
00571169	ZIEGLER LUMBER COMPANY	533.61		
00571170	BAKER COMMODITIES INC/			50.00
00571171	CENTURYLINK			138.90
00571172	DONALD HANSON			100.00
00571173	JESSICA SWIFT			200.00
00571174	STRIPE RITE INC			117.96
00571175	T-MOBILE			6.80
00571176	WM RECYCLE AMERICA LLC			51.81
00571266	AUDUBON VETERINARY CLINIC	470.39		
00571267	BKD-HCN TENANT LLC	8,104.00		
00571268	BOUND TREE MEDICAL LLC	3,241.08		
00571269	CENTURYLINK	146.99		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 19

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 05/11/20  
 TIME: 07:16  
 PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00571270	CORNERSTONE COURT LLC	7,290.00		
00571271	FAIRWINDS SPOKANE LLC	49,180.00		
00571272	FIKES NORTHWEST INC/DIV OF	40.71		
00571273	DEBORAH K KRAJCIR	1,040.00		
00571274	JUSTIN C LUNDGREN	195.90		
00571275	ORCHARD CREST RETIREMENT LLC	4,051.00		
00571276	MICHAEL J RABEL	1,957.00		
00571277	SKIDRIL INDUSTRIES LLC	3,260.20		
00571278	SNOW PEAK 1 LIBERTY LAKE REA	11,662.00		
00571279	SPOKANE POLICE DEPARTMENT	228.10		
00571280	SPOKANE REGIONAL CLEAN AIR	76,736.75		
00571281	THORNHILL VALLEY CHAPEL	885.00		
00571282	WATERFORD ON SOUTH HILL SPE	7,238.61		
00571283	T-MOBILE	20.34		
00571284	UNITED PARCEL SERVICE	37.44		
00571285	WA STATE EMPLOYMENT SECURITY	151,658.08		
00571286	WASHINGTON LEOFF	828.75		
00571295	ADVANCE AUTO PARTS	459.55		
00571296	ADVANCED PAGING &	1,631.63		
00571297	APPLIED TECHNOLOGY GROUP INC	4,565.00		
00571298	C & B UPHOLSTERY INC	831.23		
00571299	CASCADE ENGINEERING INC	30,317.76		
00571300	CENTURYLINK	3,522.42		
00571301	DIRECT AUTOMOTIVE DISTRIBUTI	11.17		
00571302	DISHMAN DODGE INC	1,310.11		
00571303	HI-LINE ELECTRIC CO	814.01		
00571304	REYNALDO DELGADO	1,170.98		
00571305	BASELIA RIOS	110.00		
00571306	SERGEY YERMOLA	50.00		
00571307	ANDREW & KATIE BATES	161.00		
00571308	MICHAEL PHILLIPS	24.00		
00571309	KILGORE CONSTRUCTION INC	620.00		
00571310	KILGORE CONSTRUCTION INC	1,865.00		
00571311	BRYTECH CONSTRUCTION LLC	1,250.00		
00571312	CAMERON SMITH	24.00		
00571313	LEAVITT MACHINERY USA INC	2,004.21		
00571314	NORTHWEST RADIATOR	1,294.55		
00571315	O'REILLY AUTOMOTIVE STORES I	135.43		
00571316	PARAMOUNT SUPPLY CO	4,374.81		
00571317	PREMIER ELECTRIC MOTORS INC	3,880.00		
00571318	SIX ROBBLEES INC	9.28		
00571319	SPOKANE CITY TREASURER	10.00		
00571320	SPOKANE CITY TREASURER	19.00		
00571321	SPOKANE CITY TREASURER	557.98		
00571322	SPOKANE CITY TREASURER	1,496.75		
00571323	SPOKANE CITY TREASURER	12,344.72		
00571324	SPOKANE CITY TREASURER	9,004.36		
00571325	SPOKANE CITY TREASURER	15,137.92		
00571326	SPOKANE CITY TREASURER	3,958.20		
00571327	DOUG R UHLENKOTT	15.38		
00571328	BIDDLE CONSULTING GROUP INC	1,539.00		
00571330	CANON FINANCIAL SERVICES INC	927.80		
00571331	CENTURYLINK	60.73		

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00571332	CH2M HILL ENGINEERS INC	10,047.50		

00571333	CHILD SUPPORT SERVICES	429.60	
00571334	CORAL SALES COMPANY	34,902.45	
00571335	DANIEL H BRUNNER, TRUSTEE	400.59	
00571336	SUPPORT PAYMENT CLEARINGHOUS	257.88	
00571337	EMPLOYMENT SECURITY DEPT	266.11	
00571338	FAMILY SUPPORT REGISTRY	508.43	
00571339	ICMA RETIREMENT TRUST 457	466,294.69	
00571340	ICMA RETIREMENT TRUST 457 LO	55,667.28	
00571341	IDAHO STATE TAX COMMISSION	150.22	
00571342	ING LIFE INSURANCE & ANNUITY	116,819.30	
00571343	INLAND EMPIRE FIRE PROTECTIO	163.50	
00571344	ROBERT L KAATZ	44.75	
00571345	SPOKANE TREE PRO	25.00	
00571346	NEW JERSEY SUPPORT PAYMENT	158.41	
00571347	NW MUSEUM OF ARTS & CULTURE/	620.73	
00571348	OFFICE OF THE ATTORNEY GENER	273.91	
00571349	PEOPLE QUALIFIED COMMITTEE	15.35	
00571350	PRE-PAID LEGAL SERVICES INC	456.09	
00571351	ROTO-ROOTER/DIV OF	408.38	
00571352	THE RUECK CO INC	22,482.43	
00571353	STATE DISBURSMENT UNIT	298.11	
00571354	T-MOBILE	28.95	
00571355	UNITED STATES TREASURY	12.52	
00571356	US BANK OR CITY TREASURER	1,382,276.55	
00571357	WA GET PROGRAM	370.50	
00571358	WA STATE SUPPORT REGISTRY OR	15,988.99	
00571359	JUNE WALLACE	1,015.94	
00571360	NATIONSERVE	179.69	
00571361	WESTERN STATES POLICE MEDICA	1,562.50	
00571362	WESTERN SYSTEMS INC	5,585.79	
00571363	WM RECYCLE AMERICA LLC	115,193.97	
00571364	WSCCCE, AFSCME, AFL-CIO	254.52	
00571365	MICHAEL MGINNIS		49.00
00571366	OMNIPARK INC		794.97
00571367	VISIONARY COMMUNICATIONS, IN		589.73
80077928	ALPHA WIRELESS AUTOMATION	494.00	
80077929	ALSCO DIVISION OF ALSCO INC	150.01	
80077930	CITY SERVICE VALCON LLC	2,738.41	99.75
80077931	COCHRAN INC	6,923.00	
80077932	COMPASS CONSTRUCTION INC	566.12	
80077933	CONTROL SOLUTIONS NW INC	127.96	
80077934	COPIERS NORTHWEST INC	111.44	
80077935	DIVINES TOWING/DIV OF	31.12	
80077936	FASTENAL CO	464.01	
80077937	GORDON TRUCK CENTERS INC DBA	5,984.51	
80077938	GRAINGER INC	234.20	
80077939	HILL INTERNATIONAL INC		15,000.17
80077940	HISTORICAL RESEARCH ASSOCIAT	631.73	
80077941	HUGHES FIRE EQUIPMENT INC	310.74	
80077942	HURLIMAN HEATING AND AIR	9,900.00	
80077943	INLAND PACIFIC HOSE & FITTIN	2.50	
80077944	LOOMIS ARMORED US INC	1,626.55	

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80077945	MCCLINTOCK & TURK INC	86,884.30		
80077946	MORAN FENCE INC	701.61		
80077947	NAPA AUTO PARTS	1,268.95		
80077948	PACIFIC POWER GROUP LLC	654.07		
80077949	PROCTOR SALES INC			36,028.48

80077950	TC SHERRY & ASSOCIATES PS db		5,550.00
80077951	LARIVIERE INC		411,490.63
80077952	TACOMA SCREW PRODUCTS INC	117.58	
80077953	THYSSENKRUPP ELEVATOR CORP	139.03	
80077954	UNIFIRE POWER BLOWERS INC	993.16	
80077955	WHELEN ENGINEERING CO INC	1,031.42	
80077956	JASON W ARCHIBALD	80.51	
80077957	CHRISTOPHER BENESCH	1,580.10	
80077958	EIRIK DRAGSETH	24.00	
80077959	CHRISTOPHER PETERSCHMIDT	146.52	
80077960	ABSOLUTE DRUG TESTING LLC	850.00	
80077961	ACTION MATERIALS	526.14	
80077962	ALSCO DIVISION OF ALSCO INC	83.58	
80077963	ANATEK LABS INC	25.00	
80077964	AVISTA UTILITIES		55,567.64
80077965	BATTERY SYSTEMS INC	590.76	
80077966	BRIDGESTONE AMERICAS INC	5,103.80	
80077967	CPM DEVELOPMENT CORP DBA	1,992.94	
80077968	CINTAS CORPORATION NO 3	18,773.60	
80077969	CITY SERVICE VALCON LLC	2,669.14	
80077970	COMCAST		438.70
80077971	CONNELL OIL INC	4,930.12	
80077972	CONSOLIDATED SUPPLY CO	18,950.51	
80077973	COPIERS NORTHWEST INC	1,066.79	
80077974	CUMMINS NORTHWEST LLC	1,982.85	
80077975	ELJAY OIL CO INC	690.49	
80077976	ENTERPRISE FM TRUST		2,775.51
80077977	FAST WAY FREIGHT SYSTEMS INC	2,625.00	
80077978	FASTENAL CO	2,824.55	
80077979	FINANCIAL CONSULTING SOLUTIO	8,325.00	
80077980	GORDON TRUCK CENTERS INC DBA	932.40	
80077981	HELENA AGRI-ENTERPRISES		919.07
80077982	HORIZON DISTRIBUTORS		1,687.95
80077983	INLAND PACIFIC HOSE & FITTIN	338.44	
80077984	INSIGHT DISTRIBUTING INC		11,702.23
80077985	K & L GATES LLP	786.50	
80077986	KENWORTH SALES COMPANY	2,352.24	
80077987	KPFF CONSULTING ENGINEERS	40,708.50	
80077988	LAND EXPRESSIONS LLC	9,948.75	
80077989	LIFEWISE ASSURANCE CO	30,606.75	
80077990	LILAC CITY SPRINKLERS		321.26
80077991	MCGUIRE BEARING CO	543.94	
80077992	MODERN MACHINERY CO INC	1,036.44	
80077993	SARAH THOMPSON MOORE	3,158.10	
80077994	MOTION AUTO SUPPLY	407.52	
80077995	MSDSOONLINE INC	108.90	
80077996	NAPA AUTO PARTS	278.84	
80077997	NORCO INC	87.26	

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80077998	OWEN EQUIPMENT CO	1,954.32		
80077999	PACWEST MACHINERY LLC	4,671.83		
80078000	SHAMROCK PAVING CO/DIV OF	241,506.17		
80078001	SISTER CITIES ASSN OF SPOKAN	325.00		
80078002	SITEONE LANDSCAPE SUPPLY LLC	253.51		
80078003	SPOKANE COUNTY TREASURER	114,501.84		
80078004	SPOKANE CRANE & MACHINERY	827.64		
80078005	SPOKANE HOUSE OF HOSE INC	165.91		
80078006	SPOKANE TRANSIT AUTHORITY	3,500.52		

80078007	TACOMA SCREW PRODUCTS INC	850.42	
80078008	US FIRE EQUIPMENT LLC	4,521.53	
80078009	VERIZON WIRELESS	371.08	
80078010	WA STATE DEPT/TRANSPORTATION	16,493.09	
80078011	WA STATE PARKS & RECREATION	1,266.78	
80078012	WESTERN EQUIPMENT DISTRIBUTO		11,606.55
80078013	DOBBS HEAVY DUTY HOLDINGS LL	1,376.00	
80078014	WHEELER INDUSTRIES INC		163.35
80078015	WILDROSE LTD dba		834.78
80078016	WINGFOOT COMMERCIAL TIRE	69.70	
80078017	1ST AVENUE CHELAN LLC	33,756.58	
80078018	ABM JANITORIAL SERVICES SOUT	1,104.30	
80078019	ALLIANT INSURANCE SERVICES I	8,750.00	
80078020	AM SIGNAL INC	6,893.40	
80078021	AVISTA UTILITIES	10,700.25	
80078022	A-PRO AUTO BODY AND TOWING	103.46	
80078023	B & B TOWING LLC	155.18	
80078024	COMMONSTREET CONSULTING LLC	7,451.55	
80078025	CONSOLIDATED SUPPLY CO	453.24	
80078026	COPIERS NORTHWEST INC	6.56	
80078027	CORE & MAIN LP	2,166.02	
80078028	COWLES PUBLISHING COMPANY		
80078029	CREACH GREENHOUSE INC	9,668.63	
80078030	DEVRIES INFORMATION MANAGEME	165.00	
80078031	EVERGREEN STATE TOWING LLC	103.46	
80078032	FASTENAL CO	1,872.31	
80078033	FEDERAL EXPRESS CORP/DBA FED	13.30	
80078034	FISHER'S TOWING AND TRANSPOR	103.46	
80078035	FROST ENGINEERING SVC CO NW	7,814.66	
80078036	GALLS LLC	3,698.45	
80078037	GENERAL KINEMATICS CORPORATI	5,853.51	
80078038	GEO ENGINEERS INC	10,633.50	
80078039	GRAINGER INC	288.91	
80078040	GUNARAMA WHOLESALE INC	3,759.76	
80078041	HEALTHYSOLE LLC	5,439.56	
80078042	HELFRICH BROTHERS BOILER WOR	404,291.25	
80078043	K & N ELECTRIC MOTORS INC	34,742.56	
80078044	LOOMIS ARMORED US INC	534.91	
80078045	MOSS-ADAMS LLP	34,000.00	
80078046	NALCO CO	2,717.27	
80078047	NELSON'S TOWING AND REPAIR/	103.46	
80078048	NORCO INC	2,148.81	
80078049	NORTH COUNTRY SERVICES LLC	1,436.63	
80078050	NOVUS AUTO GLASS	287.27	

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80078051	PAPE MACHINERY INC	100,547.63		
80078052	PETE LIEN & SONS INC	14,468.90		
80078053	PREMERA BLUE CROSS OR	112,807.64		
80078054	PROVOST PROFESSIONAL	234.00		
80078055	REHN & ASSOCIATES	67.60		
80078056	SAN DIEGO POLICE EQUIP CO IN	40,626.78		
80078057	SECOND HARVEST FOOD BANK OF			
80078058	SENSKE PEST CONTROL	65.34		
80078059	SKR CORPORATION	129.32		
80078060	SPOKANE AREA WORKFORCE			
80078061	SPOKANE COUNTY TREASURER	49,877.33		
80078062	SPOKANE EMERGENCY PHYSICIANS	7,428.83		
80078063	SPOKANE PUBLIC FACILITIES	145,967.90		

80078064	STUART CONSULTING GROUP INC	3,900.00	
80078065	SYSTEMS AND SOFTWARE INC	46,350.50	
80078066	PAUL TAPIA	357.50	
80078067	THE CITY GATE		
80078068	TOBY'S BODY & FENDER INC	22,196.65	
80078069	US BANK OR CITY TREASURER	7,694.84	
80078070	US BANK	10,371.00	
80078071	VENTIV TECHNOLOGY INC	50,366.25	
80078072	VERIZON WIRELESS	546.37	
80078073	VOLUNTEERS OF AMERICA OF		
80078074	WEST CENTRAL COMMUNITY		
80078075	WINGFOOT COMMERCIAL TIRE	4,060.40	
80078076	WYOMING WRECKER LLC	103.46	
80078077	XO COMMUNICATIONS INC	34.84	
80078078	YWCA		
80078079	ACTION MATERIALS	1,885.69	
80078080	ALSCO DIVISION OF ALSCO INC		180.92
80078081	NORTHWEST INDUSTRIAL SERVICE		4,361.88
80078082	AVISTA UTILITIES	12,197.44	
80078083	BATTERY SYSTEMS INC	805.46	
80078084	BIOSYSTEMS INC	2,660.00	
80078085	BRANOM INSTRUMENT COMPANY	527.47	
80078086	BRIDGESTONE AMERICAS INC	646.21	
80078087	CINTAS CORPORATION NO 3	1,469.92	
80078088	COMCAST	320.71	
80078089	CONNELL OIL INC	376.41	
80078090	CORE & MAIN LP	1,063.30	
80078091	COWLES PUBLISHING COMPANY	275.61	
80078092	CUMMINS NORTHWEST LLC	6,711.18	
80078093	DELL MARKETING LP	28,143.06	
80078094	DEVRIES INFORMATION MANAGEME	7.50	
80078095	EVERGREEN STATE TOWING LLC	401.85	
80078096	FASTENAL CO	568.16	
80078097	FEDERAL EXPRESS CORP/DBA FED	17.10	
80078098	GORDON TRUCK CENTERS INC DBA	2,887.29	
80078099	GRAINGER INC	166.78	
80078100	HASKINS STEEL CO INC	761.52	
80078101	INDUSTRIAL BOLT & SUPPLY INC	504.67	
80078102	INLAND PACIFIC HOSE & FITTING	219.50	
80078103	KENWORTH SALES COMPANY	350.57	

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80078104	LOOMIS ARMORED US INC			736.73
80078105	MCNEILUS TRUCK & MFG CO/DIV	8,080.48		
80078106	MOTION AUTO SUPPLY	536.93		
80078107	MOTION INDUSTRIES INC	210.52		
80078108	NAPA AUTO PARTS	876.64		
80078109	NORCO INC	2,034.96		
80078110	OLIN CORPORATION	6,116.75		
80078111	PACWEST MACHINERY LLC	9,006.53		
80078112	PAPE MACHINERY INC	2,392.79		
80078113	PETE LIEN & SONS INC	6,473.99		
80078114	POM INC	4,601.03		
80078115	SHAMROCK MANUFACTURING INC	13,801.67		
80078116	SITEONE LANDSCAPE SUPPLY LLC	27.07		
80078117	SOLID WASTE SYSTEMS INC	10,129.53		
80078118	SPOKANE COUNTY AUDITOR	526.50		
80078119	SPOKANE HOUSE OF HOSE INC	137.91		
80078120	SPRAY CENTER ELECTRONICS INC	1,444.01		

80078121	THERMO KING NORTHWEST	81.68	
80078122	TITAN TRUCK EQUIPMENT	381.31	
80078123	VERIZON WIRELESS	3,182.26	
80078124	WASHINGTON EQUIPMENT MFG CO I	595.99	
80078125	WASTE MANAGEMENT OF WA DBA	1,517.94	
80078126	DOBBS HEAVY DUTY HOLDINGS LL	5,498.69	
80078127	SAMANTHA JOHNSON	12.31	
80078128	AIRGAS SPECIALTY PRODUCTS IN	8,577.40	
80078129	ROBERT EARL ALFORD	155.18	
80078130	ALLIED ENVELOPE	67.01	
80078131	ALS LABORATORY GROUP	569.00	
80078132	ALTERNATIVE SERVICE CONCEPTS	26,740.10	
80078133	ALWAYS TOWING & ROAD SERVICE	310.36	
80078134	ANATEK LABS INC	2,422.50	
80078135	AVISTA UTILITIES	77,932.29	
80078136	B & B TOWING LLC	103.46	
80078137	BACON CONCRETE INC	2,100.00	
80078138	BANNER FURNACE & FUEL	221.28	
80078139	BECKWITH & KUFFEL INDUSTRIAL	1,327.76	
80078140	SPOKANE FIRE FIGHTERS BENEFI	18,245.45	
80078141	CINTAS CORPORATION NO 3	925.97	
80078142	CITY SERVICE VALCON LLC	2,027.24	
80078143	COLUMBIA FORD INC	45,187.62	
80078144	COMCAST	745.18	
80078145	CONSOLIDATED SUPPLY CO	12,881.07	
80078146	CONTROL SOLUTIONS NW INC	39,672.03	
80078147	COPIERS NORTHWEST INC		528.43
80078148	COWLES PUBLISHING COMPANY	1,509.07	
80078149	CREEK AT QUALCHAN GOLF COURS		722.64
80078150	CUSTOM MECHANICAL SOLUTIONS	4,541.13	
80078151	DAVID EVANS AND ASSOCIATES I	9,736.70	
80078152	DESAUTEL HEGE COMMUNICATIONS		5,762.50
80078153	DEVRIES INFORMATION MANAGEME	868.50	
80078154	DIGNITARY PROTECTION TEAM FU	120.00	
80078155	DIVCO INC	1,084.96	
80078156	DIVINES TOWING/DIV OF	103.46	

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80078157	DKS ASSOCIATES	21,333.27		
80078158	HARWIN LLC	554.03		
80078159	DRESSER RAND	22,359.66		
80078160	LECCO ENTERPRISES LLC	5,054.05		
80078161	EDU MEMBERSHIP FUND	20.00		
80078162	ELJAY OIL CO INC	3,811.43		
80078163	EVCO SOUND & ELECTRONICS			225.97
80078164	EVERGREEN STATE TOWING LLC	103.46		
80078165	FEDERAL EXPRESS CORP/DBA FED	561.58		
80078166	FIREPOWER INC	3,840.12		
80078167	GALLS LLC			92.55
80078168	GARCO CONSTRUCTION INC	1,265,818.84		
80078169	GENERAL FIRE EXTINGUISHER			811.85
80078170	GEO ENGINEERS INC	3,879.50		
80078171	GROUNDWATER SOLUTIONS INC	10,065.00		
80078172	KAISER FOUNDATION HEALTH PLA	30,285.84		
80078173	POLICE GUILD LEGAL DEFENSE	628.00		
80078174	HASKINS STEEL CO INC	852.84		
80078175	HDR ENGINEERING INC	4,382.12		
80078176	HEARN BROS PRINTING INC	463.91		
80078177	HELFRICH BROTHERS BOILER WOR	21,516.24		

80078178	INFOR PUBLIC SECTOR INC	70,799.97	
80078179	INFORMATION SYSTEMS INC	3,750.00	
80078180	INLAND ENVIRONMENTAL RESOURC	12,888.31	
80078181	INLAND POWER & LIGHT CO	181.40	
80078182	INT'L ASSN OF FIREFIGHTERS/	54,758.85	
80078183	JOHNSON CONTROLS INC	5,397.76	
80078184	KEMIRA WATER SOLUTIONS INC	26,251.77	
80078185	LSB CONSULTING ENGINEERS PLL	8,682.50	
80078186	LT & CAPT ASSOCIATION	1,740.00	
80078187	LTS & CPTS LEGAL DEFENSE FUN	42.00	
80078188	M & P ASSOCIATION	2,754.67	
80078189	MAINTENANCE SOLUTIONS INC		442.98
80078190	MARK ANDY INC	1,536.31	
80078191	MCCOY POWER CONSULTANTS INC	7,218.75	
80078192	MILLER'S TOWING	103.46	
80078193	MT SPOKANE		4,534.29
80078194	MWH CONSTRUCTORS INC &	2,245,022.02	
80078195	NELSON/NYGAARD CONSULTING	422.50	
80078196	NORCO INC	560.58	
80078197	NORTH COUNTRY SERVICES LLC	144.09	
80078198	OIL RE-REFINING CO INC	230.10	
80078199	OXARC INC	10,412.21	
80078200	PATRIOT FIRE PROTECTION INC	541.23	
80078201	NATIONAL EMPLOYERS COUNCIL I	500.00	
80078202	SPOKANE POLICE GUILD	21,659.01	
80078203	REHN & ASSOCIATES	19,505.05	
80078204	RESOURCE SYNERGY LLC	613.86	
80078205	ROBERT HALF INTERNATIONAL IN		662.70
80078206	BRANDSAFWAY SERVICES INC	4,241.22	
80078207	SHI CORP	9,883.21	
80078208	DR LOUIS C SOWERS	5,500.00	
80078209	SPOKANE POLICE BENEFIT ASSOC	817.50	

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80078210	SPOKANE POLICE CHAPLAIN	3,214.50		
80078211	SPOKANE POLICE K-9 MEMBERSHI	105.00		
80078212	SPECIALTY CONTROLS INC	1,646.58		
80078213	SPOKANE TREATMENT AND	17,674.86		
80078214	SPOKANE POLICE GUILD FRATERN	688.05		
80078215	SPOKANE PRO CARE INC	730.71		
80078216	SPRAGUE PEST CONTROL/DIV OF			329.42
80078217	STANTEC CONSULTING SERVICES	3,065.00		
80078218	STARPLEX CORP	16,811.25		
80078219	SVL ANALYTICAL INC	220.50		
80078220	SPOKANE POLICE SWAT TEAM	410.00		
80078221	T & T GOLF MANAGEMENT INC			344.35
80078222	SPOKANE POLICE TACTICAL TEAM	248.00		
80078223	UNITED WAY	554.58		
80078224	US BANK TRUST NA	811,091.42		
80078225	VALENCE INC			236.67
80078226	VERIZON WIRELESS	355.23		
80078227	WA ST COUNCIL OF CITY & COUN	27,664.51		
80078228	WA STATE DEPT/TRANSPORTATION	861.56		
80078229	WASHINGTON DENTAL SERVICE OR	8,718.91		
80078230	WESLEY HOWARD MORRIS	4,370.00		
80078231	DOBBS HEAVY DUTY HOLDINGS LL	439,430.21		
80078232	WINSTON & CASHATT PS	275.00		
80078233	WYOMING WRECKER LLC	103.45		
80078234	DAVID W PAINE	91.00		



-----	-----	-----
10,240,039.96		579,020.88
		=====
CITYWIDE TOTAL:		10,934,788.90



# Expenditure Control Form

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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

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

06/01/2020

<u>Date Rec'd</u>	5/20/2020
<u>Clerk's File #</u>	CPR 2020-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: May 16, 2020.  
Payroll check #556784 through check #556856 \$6,948,438.44

Summary (Background)

N/A

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 6,948,438.44	# N/A
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



# Expenditure Control Form

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**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

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**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING MAY 16 2020**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,669.05
0230	CIVIL SERVICE	33,905.26
0260	CITY CLERK	17,371.20
0320	COUNCIL	39,941.88
0330	PUBLIC AFFAIRS / COMMUNICATIONS	28,261.60
0370	ENGINEERING SERVICES	169,475.34
0410	FINANCE	13,442.40
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,169.60
0450	CD/HS DIVISION	2,600.80
0470	HISTORIC PRESERVATION	6,301.60
0500	LEGAL	122,364.98
0520	MAYOR	28,578.80
0550	NEIGHBORHOOD SERVICES	6,915.21
05601	MUNICIPAL COURT	113,722.73
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,549.60
0620	HUMAN RESOURCES	24,704.80
0650	PLANNING SERVICES	44,534.42
0680	POLICE	1,481,246.31
0690	PROBATION SERVICES	37,584.81
0700	PUBLIC DEFENDERS	84,504.45
0750	ECONOMIC DEVELOPMENT	3,336.80
0860	TREASURER	20,386.13
	TOTAL GENERAL FUND	2,307,567.77

FUND	FUND NAME	TOTAL
1100	STREET	250,933.01
1200	CODE ENFORCEMENT	44,780.34
1300	LIBRARY	190,597.49
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	235,188.35
1460	PARKING METER	35,713.53
1510	LAW ENFORCEMENT INFO SYSTEM FUND	4,074.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	30,903.85
1625	PUBLIC SAFETY PERSONNEL	112,880.44
1630	COMBINED COMMUNICATIONS CENTER	29,184.93
1680	CD/HS	54,594.76
1970	EMS FUND	1,270,356.16
4100	WATER	469,979.15
4250	INTEGRATED CAPITAL FUND	45,614.24
4300	SEWER	519,830.21
4480	REFUSE	592,106.49
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	44,575.20
4700	GENERAL SERVICES FUND	150,213.67
5100	FLEET SERVICE	91,043.88
5200	PUBLIC WORKS & UTILITY FUND	49,275.25
5300	MIS	174,594.63
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	19,072.80
5600	ACCOUNTING SERVICES	103,062.47
5700	MY SPOKANE	30,157.06
5750	PROJECT MANAGEMENT OFFICE	24,194.40
5810	WORKER'S COMPENSATION	17,084.30
5830	SELF-FUNDED MEDICAL/DENTAL	8,939.20
5900	ASSET MANAGEMENT	21,798.06
6060	CITY RETIREMENT	11,016.80
6750	REGIONAL PLAN	0.00
TOTAL		6,948,438.44

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	ORD C35910
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - SALE OF BONDS TO REFINANCE UTGO 2010B STREET DEBT		

Agenda Wording

An Ordinance authorizing the issuance and sale of Limited Tax General Obligation (LTGO) Bonds in an amount not to exceed \$22 Mil to refund certain outstanding 2010 street bonds.

Summary (Background)

These bonds will refund certain outstanding 2010 Street Bonds, as part of a larger 20-year street funding strategy, implemented in 2014. In 2014, voters approved a new 20-year, \$0.57 (initial) levy to pay for street projects. With the positive vote, the City implemented its new streets funding strategy to Refinance and restructure remaining debt at lower cost. Previously, Councilmanic (LTGO) bonds were issued in 2015 to refinance the 2004 and 2007 streets bonds.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WALLACE, TONYA	<u>Study Session\Other</u> Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	laura@mcaloony-law.com
<u>Additional Approvals</u>		Scott@nwmunicipaladvisors.com
<u>Purchasing</u>		Ryan@nwmunicipaladvisors.com
		mhughes@spokanecity.org
		erica@mcaloony-law.com
		treasuryaccounting@spokanecity.org

## Briefing Paper

### SUSTAINABLE RESOURCES COMMITTEE

<b>Division &amp; Department:</b>	Finance, Treasury and Administration								
<b>Subject:</b>	LTGO 2020, Refunding of UTGO 2010B								
<b>Date:</b>	5/18/20								
<b>Contact (email &amp; phone):</b>	jahensley@spokanecity.org; 625-6074 (Jake Hensley, Treasury Manager)								
<b>City Council Sponsor:</b>	Candace Mumm								
<b>Executive Sponsor:</b>	Tonya Wallace								
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee								
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative								
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Refunding Bond Ordinance; City of Spokane Ref 201B Bonds, Nov 30 2020 Close; JPM Term Sheet (05.08.2020)								
<b>Strategic Initiative:</b>									
<b>Deadline:</b>	June 1								
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)									
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The City has \$22.45 million in outstanding UTGO Bonds, Series 2010B. The bonds are callable this year and may be refinanced at any time with tax-exempt bonds.</li> <li>At the April 20<sup>th</sup> Sustainable Resources Committee Meeting, staff recommended refunding the Series 2010B bonds under a scenario yielding the highest net savings and shortening the term of the debt by four (4) years.</li> </ul>									
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Staff recommends refunding the 2010B Bonds via Private Placement with JP Morgan Chase Bank to yield favorable savings, compared to a negotiated or competitive sale.</li> <li>Based on JP Morgan's proposed indicative fixed rate of 1.38% (as of May 8<sup>th</sup>) and an assumed November 30<sup>th</sup> closing date, approximate savings are summarized below.</li> </ul> <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>Interest Rate (indicative)</b></td> <td style="text-align: center;">1.38%</td> </tr> <tr> <td style="text-align: center;"><b>Total Cash Flow Savings</b></td> <td style="text-align: center;">\$4,759,021</td> </tr> <tr> <td style="text-align: center;"><b>Net Present Value Savings</b></td> <td style="text-align: center;">\$3,586,929</td> </tr> <tr> <td style="text-align: center;"><b>Net Present Value Savings %</b></td> <td style="text-align: center;">16.60%</td> </tr> </table> <ul style="list-style-type: none"> <li>As market rates are subject to change, the Refunding Bond Ordinance would need approved by the June 1<sup>st</sup> Council meeting, allowing the City to sign a Rate Lock Agreement.</li> </ul>		<b>Interest Rate (indicative)</b>	1.38%	<b>Total Cash Flow Savings</b>	\$4,759,021	<b>Net Present Value Savings</b>	\$3,586,929	<b>Net Present Value Savings %</b>	16.60%
<b>Interest Rate (indicative)</b>	1.38%								
<b>Total Cash Flow Savings</b>	\$4,759,021								
<b>Net Present Value Savings</b>	\$3,586,929								
<b>Net Present Value Savings %</b>	16.60%								
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: revenue generating									



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers: n/a



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**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

CITY OF SPOKANE, WASHINGTON  
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020

---

ORDINANCE NO. C35910

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF N LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,000,000, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND; AND DECLARING AN EMERGENCY.

Passed: \_\_\_\_\_, 2020

---

Prepared by:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON  
ORDINANCE NO. C35910  
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 Exhibit A: Copy of Bank's Offer to Purchase	

\* This table of contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. C35910

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,000,000, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Spokane, Washington (the “City”) now has outstanding its “Unlimited Tax General Obligation Bonds, (Taxable Build America Bonds – Direct Payment), Series 2010B” issued on December 28, 2010, pursuant to Ordinance No. C34676, passed by City Council on December 13, 2010 (the “2010 Bond Ordinance”), in the aggregate principal amount of \$31,840,000 (the “2010B Bonds”), which remain outstanding as follows:

<u>Maturity Years (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>CUSIP Numbers</u>
2020	\$ 2,680,000	4.563%	849067R21
2021	2,760,000	4.713	849067R39
2025	2,845,000	5.663	849067R47
2026	2,950,000	5.713	849067R62
2030*	12,990,000	6.131	849067R54

\*Term Bonds.

; and

WHEREAS, the 2010B Bonds are subject to redemption prior to their stated maturity dates at any time on or after December 1, 2020, as a whole or in part, maturities to be chosen by the City, at a price of par plus interest accrued thereon to the date fixed for redemption; and

WHEREAS, the City is authorized pursuant to chapters 35.22, 35.86, 39.36, 39.46 and 39.50 and 39.53 RCW to issue, sell and deliver its limited tax general obligation refunding bonds

for the purpose of providing funds to refund and defease its outstanding bonds prior to their stated maturity in accordance with the terms of the bonds and their authorizing ordinances; and

WHEREAS, it is deemed necessary and in the best interest of the City to modify its debt service to achieve cost savings by refunding the 2010B Bonds through the issuance of its Limited Tax General Obligation Refunding Bond, 2020 (the “Bond”); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON as follows:

Section 1.     Definitions. As used in this ordinance, the following words shall have the following meanings:

***Acquired Obligations*** means the Government Obligations acquired by the City under the terms of this ordinance to effect the defeasance and refunding of the Refunded Bonds.

***Bank*** means [Bank Name, City, State], as purchaser of the Bond.

***Beneficial Owner*** means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bond (including persons holding the Bond through nominees, depositories or other intermediaries).

***Bond*** means the City of Spokane, Washington, Limited Tax General Obligation Refunding Bond, 2020, issued pursuant to this ordinance.

***Bond Counsel*** means McAloon Law, PLLC or another firm of attorneys of nationally recognized standing pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

***Bond Fund*** means the City of Spokane Limited Tax General Obligation Bonds Debt Service Fund previously created and maintained pursuant to Section 10 of this ordinance.

***Bond Register*** means the books or records maintained by the Registrar containing the name and mailing address of the owner of the Bond or the nominee of such owner.

***Bond Year*** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bond or the date that is five years after the date of issuance of the Bond, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bond.

***Call Date*** means the date on which the Refunded Bonds will be prepaid, as selected by the City.

***Chief Financial Officer*** means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

***City*** means the City of Spokane, a municipal corporation and first class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

***Code*** means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

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

***Designated Representative*** means the Chief Financial Officer or the Director of Management and Budget.

***Government Obligations*** means those obligations now or hereafter defined as such in chapter 39.53 RCW.

***Interest Rate*** means a fixed rate of \_\_\_\_\_%, calculated on a 30/360 day basis.

***Issue Date*** means, with respect to the Bond, the date of initial issuance and delivery of the Bond to the Bank in exchange for the purchase price of the Bond.

***Maturity Date*** means December 1, 2026.

***Net Proceeds***, when used with reference with the Bond, means the principal amount of the Bond, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

***Offer to Purchase*** means Bank's letter and offer to purchase the Bond, dated \_\_\_\_\_, 2020, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

***Private Person*** means any natural person in a trade or business or any trust, estate, partnership, association, company or corporation.

***Private Person Use*** means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.



***Refunded Bonds*** means the 2010B Bonds maturing on and after December 1, 2021.

***Registered Owner*** means the person named as the registered owner of a Bond in the Bond Register.

***Registrar*** means the fiscal agency of the State of Washington or such other registrar as may be designated by the City for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond, and paying the principal of, premium, if any, and interest on the Bond.

***Treasurer*** means the Treasurer of the City or the person succeeding to the functions currently performed by the Treasurer.

***2010 Bond Ordinance*** means Ordinance No. C34676, passed by City Council on December 13, 2010.

***2010B Bonds*** means the City's Unlimited Tax General Obligation Bonds (Taxable Build America Bonds – Direct Payment), Series 2010B, issued December 28, 2010, and authorized by the 2010 Bond Ordinance.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance 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 ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter 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 ordinance, 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 ordinance, nor shall they affect its meaning, construction or effect; and

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

Section 2.     Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable credit terms proposed by the Bank for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 3.     Authorization of Bond and Bond Details. For purposes of refunding the Refunded Bonds and thereby effecting a substantial savings to the City, and paying the costs of issuance of the Bond, the City shall issue its Limited Tax General Obligation Refunding Bond, 2020 in the aggregate principal amount of not to exceed \$22,000,000 (the “Bond”).

The Bond shall be a general obligation of the City, shall be designated as the “City of Spokane, Washington, Limited Tax General Obligation Refunding Bond, 2020,” shall be fully registered as to both principal and interest, shall be issued in the principal amount of not to exceed \$22,000,000, shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification, shall be dated its date of delivery, shall bear interest at the fixed rate of \_\_\_\_% per annum, and shall mature December 1, 2026. The

Bond shall bear interest from its Issue Date or from its most recent interest payment date to which interest has been paid. Interest shall be payable semi-annually, commencing on June 1, 2021 and principal payable annually, commencing on December 1, 2021. The Bond shall not be transferrable except as set forth in the Offer to Purchase. The interest rate payable on the Bond may change if an Event of Default, as defined in the Offer to Purchase, occurs. The Bond will be held by the Bank in physical form, will not be rated and will not be assigned a CUSIP number.

Section 4. Registration and Payments; Transfer.

(a) *Appointment of Registrar.* The City hereby requests that the Treasurer specify and adopt the system of registration and transfer for the Bond approved by the Washington State Finance Committee from time to time through the appointment of a state fiscal agency. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this ordinance and to carry out all of the Registrar's powers and duties under this ordinance.

(b) *Bond Register.* The Bond shall be in registered form as to both principal and interest.

(c) *Registered Ownership.* The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of the Bond as the absolute owner thereof for all purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in this section and Section 3 hereof. All such payments made as described in this section and Section 3 shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(d) *Place and Medium of Payment.* Principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of principal of and interest

on the Bond shall be paid by check, wire, or electronic transfer on the date; *provided, however*, the final installment of principal on the Bond shall be payable only upon presentation and surrender of the Bond by the Registered Owner at the principal office of the Registrar.

Interest on the Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months. Principal of the Bond shall be payable according to the amortization schedule attached to the Bond effective December 1, 2021 and annually on each December 1 thereafter until the Maturity Date.

Section 5.     Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

[\$22,000,000]

STATE OF WASHINGTON

CITY OF SPOKANE

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020

INTEREST RATE:                      \_\_\_\_\_% [or the Default Rate upon an Event of Default, or the taxable equivalent rate upon an event of taxability, as set forth in the Offer to Purchase]

MATURITY DATE:                      December 1, 2026

REGISTERED OWNER:                [BANK NAME]

PRINCIPAL AMOUNT:                \_\_\_\_\_ AND NO/100 DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from [\_\_\_\_\_], 2020, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on June 1, 2021, and semiannually thereafter on the first days of each succeeding June and December[; provided, however, that if an Event of Default (as set forth in the Offer to Purchase) shall occur this bond shall be subject to a default rate as set forth in the Offer to Purchase. Provider further, that if an event of taxability (as set forth in the Offer to Purchase) shall occur this bond shall be subject to a taxable equivalent as set forth in the Offer to Purchase]. Principal of this bond shall be payable according to the amortization schedule attached hereto effective December 1, 2021 and annually on each December 1 thereafter until the Maturity Date. Both principal of and

interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bond specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the “Registrar”).

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Ordinance No. C35910 duly passed by the City Council on [\_\_\_\_], 2020 (the “Bond Ordinance”). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This bond is authorized in the principal amount of \$22,000,000, and is issued pursuant to the Bond Ordinance for the purposes of refunding the Refunded Bonds and paying costs of issuance.

This bond [is not subject to redemption prior to the Maturity Date and] shall not be transferred, except as permitted under the Bond Ordinance and in the Offer to Purchase.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to the Maturity Date by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This bond is not a “private activity bond,” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). This bond has not been designated by the City as a “qualified tax-exempt obligation” under Section 265(b) of the Code for banks, thrift institutions and other financial institutions. The interest on this bond is not excludable from federal income taxation.

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, all as of this [ ] day of [ ] 2020.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_  
/s/ manual or facsimile  
Mayor

ATTEST:

\_\_\_\_\_  
/s/ manual or facsimile  
City Clerk

[SEAL]

The Registrar's Certificate of Authentication on the Bond shall be in substantially the following form:

#### CERTIFICATE OF AUTHENTICATION

This bond is described in the within-mentioned Bond Ordinance and the Limited Tax General Obligation Refunding Bond, 2020 of the City of Spokane, Washington, dated [ ], 2020.

WASHINGTON STATE FISCAL  
AGENCY, as Registrar

By \_\_\_\_\_  
Authorized Signer

Section 6.     Execution 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 or a facsimile thereof imprinted or otherwise reproduced on the Bond.

Only such Bond as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be

conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the 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 who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Designation of Refunded Bonds; Refunding Plan.

(a) *Designation of Refunded Bonds.* The following maturities of the 2010B Bonds are designated as the Refunded Bonds:

<u>Maturity Years (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>CUSIP Numbers</u>
2021	\$ 2,760,000	4.713%	849067R39
2025	2,845,000	5.663	849067R47
2026	2,950,000	5.713	849067R62
2030*	12,990,000	6.131	849067R54

\*Term Bonds.

(b) *Application of Bond Proceeds.* The net proceeds of the Bond (exclusive of amounts allocated to pay costs of issuance), together with other available funds of the City in the amount (if any), shall be held by the City and used to pay the costs of or reimbursing the City for the costs of redeeming the Refunded Bonds.

(c) *Defeasance of Refunded Bonds.* In order to effect the defeasance of the Refunded Bonds, the net proceeds of the Bond shall be deposited in the [2010B debt service fund name] and

may be utilized to purchase the Acquired Obligations, if any, necessary to maintain such a beginning cash balance sufficient to defease the Refunded Bonds and to discharge the obligations of the City relating thereto under the 2010 Bond Ordinance authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the redemption price (the principal amount) on the date fixed for redemption of the Refunded Bonds. When the final transfer has been made for the payment of such redemption price and interest on the Refunded Bonds, any balance then remaining in the [2010B debt service fund name] shall be transferred to the account designated by the City and used for the purposes specified by the Designated Representative.

(d) *Acquired Obligations.* The Acquired Obligations, if any, shall be payable in such amounts and at such times that, together with any necessary beginning cash balance, will be sufficient to provide for the payment of:

(1) the interest on the Refunded Bonds as such becomes due on and before the date fixed for redemption or maturity of the Refunded Bonds; and

(2) the price of redemption of the Refunded Bonds on the date fixed for redemption of the Refunded Bonds or the maturity value of the Refunded Bonds that are defeased to maturity.

Section 8. Conditional Call For Redemption of Refunded Bonds.

(a) *Call For Redemption of the Refunded Bonds.* The City hereby sets aside sufficient funds from proceeds of the Bond and out of the purchase of Acquired Obligations, if any, to make the payments described in Section 7 of this ordinance.



The City hereby states its intent to call the Refunded Bonds for redemption on the Call Date, in accordance with terms of the 2010 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Section 9.     Tax Covenants. The City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Bond and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Bond.

(a)     *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the dates of delivery of the Bond to the Bank, would have caused the Bond to be treated as an “arbitrage bond” within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Bond.

(b)     *Private Person Use Limitation for Bonds.* The City covenants that for as long as the Bond is an outstanding governmental bond or a tax advantaged bond, it will not permit:

(1)     More than 10% of the Net Proceeds of the Bond to be allocated to any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bond in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than 5% of the Net Proceeds of the Bond are allocable to any Private Person Use; and

(4) More than 5% of the principal or interest payments on the Bond in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the project described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the 5% limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects financed or refinanced with the proceeds of the Bonds (including the Refunded Bonds), and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond allocable to the state or local governmental use portion of the project(s) to which the Private Person Use of such portion of the projects financed or refinanced with the proceeds of the Bond (including the Refunded Bonds) relate. The City further covenants that it will comply with

any limitations on the use of the projects financed or refinanced with the proceeds of the Bond by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bond. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond.

(c) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on the Bond.

(d) *No Designation under Section 265(b) of the Code.* The Bond is not a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions.

Section 10. Bond Fund and Provision for Tax Levy Payments. The Treasurer currently maintains a fund to be used for the payment of debt service on all limited tax general obligation bonds, designated as the "General Obligation Debt Service Fund" (the "Bond Fund"). The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds.

The City hereby irrevocably covenants and agrees for as long as any of the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon

all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond as the same shall become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people pursuant to the Constitution of the State of Washington, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 11.    Defeasance.    The City, in order to effect the payment, retirement or redemption of the Bond, shall set aside in the Bond Fund or in another special account, moneys in amounts which, together with the known earned income therefrom, are sufficient to redeem or pay and retire the Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such moneys are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bond. The owner of the Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and the Bond shall be deemed to be not outstanding under this ordinance.

The City shall give written notice of defeasance to the owner of the Bond.

Section 12.    Sale of Bond.

The Bond shall be sold to the Bank under the terms of the Offer to Purchase. The Council finds that the Offer to Purchase that has been distributed to the Council is reasonable and that it is in the best interest of the City that the Bond shall be sold upon the conditions set forth in the therein. The City accepts the Offer to Purchase and authorizes and directs the Designated Representative and other proper officials of the City to do everything necessary for the prompt execution and delivery of the Bond to the Bank and for the proper application and use of the proceeds of sale thereof.

Section 13.    Lost, Stolen or Destroyed Bond. In the event the Bond shall be lost, stolen or destroyed, the Registrar may execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Registrar in connection therewith and upon his/her filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that the Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and the Registrar with indemnity satisfactory to the Designated Representative and the Registrar, respectively.

Section 14.    Severability. If any provision in this ordinance 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 provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15.    Effective Date. The Council hereby finds and determines that the issuance and sale of the Bond at this time will benefit the City by allowing the City to take advantage of current interest rates for tax-exempt bonds. In making such finding and determination, the Council

has given consideration to the interest that will be payable on the Bond through the maturity of the Bond and the costs of issuance of the Bond. In order to take advantage of current interest rates, it is essential to accept the Offer to Purchase the Bond as quickly as possible. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this ordinance shall become effective immediately upon its passage.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on \_\_\_\_\_, 2020.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

## CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "City"), and keeper of the records of the City Council (the "Council"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C \_\_\_\_ of the City (the "Ordinance"), as finally passed at a regular meeting of the Council held on the 3rd day of \_\_\_\_\_, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and placed the official seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

City Clerk

(SEAL)

**EXHIBIT “A”**

Copy of Bank’s Offer to Purchase



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

06/01/2020

Date Rec'd

5/22/2020

Clerk's File #

ORD C35911

Renews #Submitting Dept

FINANCE &amp; ADMIN

Cross Ref #Contact Name/Phone

TONYA WALLACE X6585

Project #Contact E-Mail

TWALLACE@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Ordinance

Requisition #Agenda Item Name0860 - REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL -  
SERIES JAgenda Wording

An ORDINANCE of the City of Spokane, WA, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$4,068,985 of Limited Tax General Obligation Bonds.

Summary (Background)

This Ordinance is to refinance an interfund loan authorized in Ordinance C35430 (the "2016" Bond) that was authorized to refinance Ordinance C33695 wherein the City authorized Limited Tax General Obligation Bonds Series 2005A for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and Iron Bridge Increment Area.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WALLACE, TONYA

Study Session\Other

Finance 5/18/20

Division Director

WALLACE, TONYA

Council Sponsor

CM Mumm

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Scott@nwmunicipaladvisors.com

treasuryaccounting@spokanecity.org



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020 SERIES J –  
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)

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ORDINANCE NO. 2020-C35911

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,068,985 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2016; FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ADOPTED \_\_\_\_\_, 2020

PREPARED BY:

McALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2020 SERIS J  
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)

ORDINANCE NO. 2020-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. 2020-C35911

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,068,985 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2016; FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Spokane, Spokane County, Washington (the "City"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding \$4,068,985 principal amount of its Limited Tax General Obligation and Refunding Bond, Series 2016 (Taxable), issued on September 30, 2016, pursuant to Ordinance No. C35430 (the "2016 Bond") to refund the City's Limited Tax General Obligation Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005 pursuant to Ordinance No. C33695 for the purpose of funding improvements to the Riverfront Park Gondola Sky Ride and public improvements within the Iron Bridge Increment Area; and

WHEREAS, the 2016 Bond was purchased by the Spokane Investment Pool (“SIP”) and is prepayable, in whole or in part, at any time, with payments to apply first to interest and then to principal; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to refund the 2016 Bond; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, in order to achieve budget savings necessary to anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the refunding of the 2016 Bond and restructuring of the debt service thereon through the issuance of a limited tax general obligation refunding bond (the “Bond”) to be purchased by SIP.

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

Section 1.     Definitions. As used in this ordinance 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.

**Bond** means the City of Spokane Limited Tax General Obligation Refunding Bond, 2020 Series J [Riverfront Park/Iron Bridge] (Taxable), issued pursuant to this ordinance in the principal amount of not to exceed \$4,068,985.

**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.

**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 not to exceed five (5) years from the date of issuance of the Bond.

**Permitted Investments** means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

**SIP** means the Spokane Investment Pool.

**SIP Internal Lending Rate** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

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

**2016 Bond** means the Limited Tax General Obligation Refunding Bond, Series 2016, issued on September 30, 2016, and authorized by Ordinance No. C35430.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance 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 ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter 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 ordinance, 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 ordinance, 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 2.** **Emergency.** The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.



Section 3.     Authorization and Description of Bond. To provide funds to refinance the 2016 Bond and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,068,985 for the Bond to document and restructure an interfund loan facility with the SIP.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, 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.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this ordinance is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 4.     Sale of Bond. The City Council hereby approves the SIP's offer to purchase the Bond and refinance and restructure an existing interfund loan on the terms set forth in this ordinance. 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 Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with a repayment and amortization schedule for the Bond.

Section 5.     Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2016 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2016 Bond and discharging the obligations of the City relating thereto under Ordinance No. C35430.

Section 6. 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 available City funds into the Asset Management Fund in amounts sufficient to pay 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.

Section 7. 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 8. 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.

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 with the manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and

delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

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 ordinance. 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 ordinance.

In case either 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:

NO. R-\_\_\_ UNITED STATES OF AMERICA \$[4,068,985]

STATE OF WASHINGTON  
CITY OF SPOKANE  
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2020 SERIES J  
[RIVERFRONT PARK/IRON BRIDGE] (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Ordinance

MATURITY DATE: \_\_\_\_\_

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

PRINCIPAL AMOUNT: [\_\_\_\_\_] AND NO/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, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Ordinance No. C35911, adopted by the City Council on [June 1, 2020] (the “Bond Ordinance”), to pay the costs of refunding the City’s Limited Tax General Obligation and Refunding Bond, Series2016 and to the pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. 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. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Ordinance.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit available City

funds into the City's Asset Management Fund 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 Ordinance 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 \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_.

This bond is the Limited Tax General Obligation Refunding Bond, 2020 Series J [Riverfront Park/Iron Bridge] (Taxable) of the City dated \_\_\_\_\_, 2020 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Section 11.    Ongoing Disclosure.    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 ordinance but prior to its effective date are hereby ratified and confirmed.

Section 13.    Severability.    If any provision in this ordinance 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 ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14.    Effective Date.    This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SPOKANE  
Spokane County, Washington

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Breann Beggs, Council President

ATTEST:

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Terri L. Pfister, Clerk

---

Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

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Assistant City Attorney

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Laura D. McAloon, Bond Counsel

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	RES 2020-0033
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - REFINANCE OF IF LOAN FROM SPOKANE INVESTMENT POOL - SERIES I		

Agenda Wording

A Resolution of the City of Spokane, WA, related to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$2,927,080 of Limited Tax General Obligation Bonds.

Summary (Background)

This Resolution is to refinance an interfund loan authorized in Resolution 2017-0065 that was authorized to refinance Resolution 2011-0036 wherein the Spokane Investment Pool provided funding to pay the cost of capital expenditures for the Division Street Gateway Corridor Project.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WALLACE, TONYA	<u>Study Session\Other</u> Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokaecity.org
<u>Additional Approvals</u>		laura@mcaloone-law.com
<u>Purchasing</u>		erica@mcaloone-law.com
		Ryan@nwmunicipaladvisors.com
		Scott@nwmunicipaladvisors.com
		treasuryaccounting@spokanecity.org





# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SPOKANE, WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BOND, 2020  
SERIES I – U DISTRICT LRF LOAN (TAXABLE)**

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RESOLUTION NO. 2020-0033

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; establishing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 2020

PREPARED BY:

McALOON LAW, PLLC  
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**  
**LIMITED TAX GENERAL**  
**OBLIGATION REFUNDING BOND, 2020 (TAXABLE)**  
**SERIES I – U DISTRICT LRF LOAN**

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

**CITY OF SPOKANE, WASHINGTON  
RESOLUTION NO. 2020-0033**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed \$2,927,080; securing an interfund loan facility from the Spokane Investment Pool to refinance an existing interfund loan; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2017-0065, the City of Spokane (“City”) authorized the refinancing of an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$3,324,957.53, to be used to refinance a prior interfund loan initially authorized pursuant to Resolution 2011-0036 to provide funds to pay the cost of capital expenditures for the Division Street Gateway Corridor Project in the Spokane University District Revitalization Area as authorized in Ordinance No. C34470 (the “U District LRF Loan”), which remains outstanding in the principal amount of \$2,927,080; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the U District LRF Loan was documented with a taxable limited tax general obligation bond purchased by the Spokane Investment Pool (“SIP”); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the U District LRF Loan through the issuance of a taxable limited tax general obligation refunding bond to be purchased by SIP.

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*** 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 refinancing the U District LRF Loan and paying the costs of issuance of the Bond.

***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.

***Bond*** means the City of Spokane Limited Tax General Obligation Refunding Bond, 2020 Series I – U District LRF (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,927,080 to refinance and secure the interfund loan facility authorized herein.

***City*** means the City of Spokane, Spokane County, Washington, a first class 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.

***LRF Tax*** means the sales and use tax authorized by RCW 82.14.510 as imposed and collected by the City.

***Local Property Tax Allocation Revenue*** means the local property tax allocation revenues as defined by RCW 39.104.020(6) and derived by the City with respect to the Spokane University District Revitalization Area.

***Maturity Date*** means a date not to exceed five years from the date of issuance of the Bond.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bond is issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

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

**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 2. Authorization and Description of Bond. To provide funds to refinance the U District LRF Loan and to pay costs of issuing the Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,927,080 for the Bond to document an interfund loan facility with the SIP for the U District LRF Loan.

The Bond shall be dated as of its date of delivery to the SIP, shall be in the amount specified above, 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. Interest shall be calculated on a 30/360 basis and principal of and interest thereon shall be payable semi-annually on the payment dates, provided the final payment may be a balloon payment due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bond. The City Council hereby approves the SIP’s offer to purchase the Bond and refinance an interfund loan 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. On or prior to the closing date, the SIP shall provide the City with a payment and amortization schedule for the Bond.

Section 4. Application of Bond Proceeds.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the U District LRF Loan and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the U District LRF Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0065.

The City hereby irrevocably sets aside sufficient funds from proceeds of the Bond to make the payments described in this resolution.

Section 5. 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 into in the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond the proceeds of the LRF Tax, if and when received by the City, and any Local Property Tax Allocation Revenues, along with other available City funds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest. Notwithstanding the foregoing, the City reserves the right to pledge the proceeds of the LRF Tax or Local Property Tax Allocation Revenues to the payment of other obligations on a parity basis.

Section 6. 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 demand, presentation and surrender of the Bond by the SIP to the Bond Registrar. The Bond is not transferable.

Section 7. 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.

Section 8. 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 with the manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 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.

Section 9. Form of Bond. The Bond shall be in substantially the following form:

STATE OF WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BOND, 2020  
SERIES I – U DISTRICT LRF LOAN (TAXABLE)

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, plus interest, indicated above.

Both principal of and interest on this Bond are payable in lawful money of the United States of America semi-annually in accordance with the payment schedule provided by SIP. Interest shall be calculated on a 30/360 basis. 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. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit the proceeds of the LRF Tax and Local Property Tax Allocation Revenues, if any, along with other available City funds, into the City's Asset Management Fund 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 \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Limited Tax General Obligation Refunding Bond, 2020 U District LRF Loan (Taxable) of the City dated \_\_\_\_\_, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_

Section 10.    Ongoing Disclosure.    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 11.    Prior Acts.    All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12.    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 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

\_\_\_\_\_  
Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	RES 2020-0034
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TONYA X6585	<u>Project #</u>	
<u>Contact E-Mail</u>	TWALLACE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0860 - REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL -		

Agenda Wording

A RESOLUTION of the City of Spokane, WA, relating to interfund loans from the Spokane Investment Pool to the Asset Management Fund of \$33,321,338.39 of Limited Tax General Obligation Bonds.

Summary (Background)

This Resolution is to refinance interfund loans authorized in the following Resolutions: RES 2018-0074, "Indian Canyon Loan"; RES 2019-0080, "Esmeralda Loan"; RES 2018-0101, refinance of "YMCA Loan"; RES 2019-0104, refinance of "Library RFIS Loan"; RES 2018-0075, "Strategic Investments Loan"; RES 2017-0064, refinance of "Gardner Property Loan"; RES 2017-0063, refinance of "Alki Property Loan", RES 2017-0066, Refinance of "West Plains Fire Station loan";

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WALLACE, TONYA	<u>Study Session\Other</u> Finance 5/18/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	DALTON, PAT	jahensley@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokaecity.org
<u>Additional Approvals</u>		Ryan@nwmunicipaladvisors.com
<u>Purchasing</u>		Scott@nwmunicipaladvisors.com
		laura@mcaloony-law.com
		erica@mcaloony-law.com
		treasuryaccounting@spokanecity.org



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SPOKANE, WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

**SERIES A-1** (INDIAN CANYON GOLF COURSE IMPROVEMENTS)  
**SERIES A-2** (ESMERALDA GOLF COURSE IMPROVEMENTS)

**SERIES B** (YMCA INTERFUND LOAN 2018)  
**SERIES C** (LIBRARY RFIS 2019)  
**SERIES D** (STRATEGIC INVESTMENTS)

**SERIES E-1** (GARDNER PROPERTY)  
**SERIES E-2** (ALKI PROPERTY)  
**SERIES E-3** (WEST PLAINS FIRE STATION)  
**SERIES E-4** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2014)  
**SERIES E-5** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2015)  
**SERIES E-6** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2016)  
**SERIES E-7** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2017)  
**SERIES E-8** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2018)  
**SERIES E-9** (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2019)

**SERIES F** (FLEET)  
**SERIES G** (ENGINEERING VEHICLES)  
**SERIES H** (MAPLE STREET GATEWAY)

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RESOLUTION NO. \_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 2020

PREPARED BY:

McALOON LAW, PLLC  
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**  
**LIMITED TAX GENERAL**  
**OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

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

**CITY OF SPOKANE, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2018-0074, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Indian Canyon Golf Course (the “Indian Canyon Loan”), which remains outstanding in the principal amount of \$2,389,011.63; and

WHEREAS, pursuant to Resolution 2019-0080, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Esmeralda Golf Course (the “Esmeralda Loan”) which remains outstanding in the principal amount of \$2,500,000.00; and

WHEREAS, pursuant to Resolution 2018-0101, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$1,194,050.53, to be used to refinance a prior interfund loan originally used for capital expenditures to acquire property commonly referred to as the YMCA Property (the “YMCA Loan”), which remains outstanding in the principal amount of \$536,751.00; and

WHEREAS, pursuant to Resolution 2019-0104, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of \$290,480.50, to be used to refinance a prior interfund loan originally used to finance the purchase and installation of a Radio Frequency Identification System for the Spokane County Library (the “Library RFIS Loan”), which remains outstanding in the principal amount of \$262,630.00; and

WHEREAS, pursuant to Resolution 2018-0075, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$1,620,000.00, to be used to finance projects of Citywide significance (the “Strategic Investments Loan”), which remains outstanding in the principal amount of \$1,358,963.00; and

WHEREAS, pursuant to Resolution 2017-0064, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$1,341,975.98, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City’s Police Department could consolidate investigative services (the “Gardner Property Loan”), which remains outstanding in the principal amount of \$1,129,924.00; and



WHEREAS, pursuant to Resolution 2017-0063, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,073,973.60, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "Alki Property Loan"), which remains outstanding in the principal amount of \$1,746,255.00; and

WHEREAS, pursuant to Resolution 2017-0066, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$717,368.44, to be used to refinance a prior interfund loan originally used to pay the cost of construction of the West Plains Fire Station (the "West Plains Fire Station Loan"), which remains outstanding in the principal amount of \$604,014.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a series of multiple draw interfund loans from the Spokane Investment Pool to the Asset Management Fund, in the aggregate amount of not to exceed \$26,000,000.00 (the "Public Safety Loan Series"), to be used to finance the purchase of public safety, equipment, vehicles and apparatus and issued the first series with an initial draw of \$5,694,196.00 (the "2014 Public Safety Loan"); and

WHEREAS, pursuant to Resolution 2019-0105, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$2,162,967.88, to be used to refinance the 2014 Public Safety Loan, which draw remains outstanding in the principal amount of \$1,721,028.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,529,705.00 draw on the Public Safety Loan Series (the "2015 Public Safety Loan"), which draw remains outstanding in the principal amount of \$1,934,582.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,085,533.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$2,997,308.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,785,062.00 draw on the Public Safety Loan Series (the "2017 Public Safety Loan"), which draw remains outstanding in the principal amount of \$3,524,125.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,155,485.00 draw on the Public Safety Loan Series (the "2018 Public Safety Loan"), which draw remains outstanding in the principal amount of \$4,325,059.00; and

WHEREAS, pursuant to Resolution 2019-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$4,527,938.00, to be used to finance the purchase of public safety, equipment, vehicles and apparatus (the "2019 Public Safety Loan"), which remains outstanding in the principal amount of \$4,527,938.00; and

WHEREAS, pursuant to Resolution 2015-0096, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of up to

\$5,000,000.00, to be used to make capital expenditures for the Spokane Central Service Center, including the construction of facilities to house the City's consolidated fleet maintenance operations (the "Fleet Loan"), which remains outstanding in the principal amount of \$3,134,680.00; and

WHEREAS, pursuant to Resolution 2017-0039, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to \$250,000.00, to be used to purchase nine (9) new vehicles for Engineering Construction Management Staff (the "Engineering Vehicles Loan"), which remains outstanding in the principal amount of \$129,071.00; and

WHEREAS, pursuant to Resolution 2019-0090, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$500,000.00, to be used to finance a portion of the costs of the acquisition, construction and installation of an artistic tower, screen artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5<sup>th</sup> Ave and Maple (the "Maple Street Gateway Loan"), which remains outstanding in the principal amount of \$500,000.00; and

WHEREAS, together the above interfund loans are defined herein as the "Loans"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the Loans were each documented with and secured by taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("SIP"); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

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 Bonds. 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*** 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 Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account

within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

***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.

***Bonds*** means, collectively, the Series A-1, A-2, B, C, D, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, F, G and H Bonds.

***City*** means the City of Spokane, Spokane County, Washington, a first class 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.

***Facility Improvement Fee*** means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Projects.

***Golf Projects*** mean the plan for certain capital improvements to the City's golf courses as specified and adopted Resolution No. 2018-0074 and Resolution No. 2019-0080.

***Loans*** means, collectively, the Indian Canyon Loan, the Esmeralda Loan, the YMCA Loan, the Library RFIS Loan, the Strategic Investments Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the 2014 Public Safety Loan, the 2014 Public Safety Loan, the 2015 Public Safety Loan, the 2016 Public Safety Loan, the 2017 Public Safety Loan, the 2018 Public Safety Loan, the 2019 Public Safety Loan, the Fleet Loan, the Engineering Vehicles Loan, and the Maple Street Gateway Loan.

***Maturity Date*** means a date not to exceed five years from the date(s) of issuance of the Bonds.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

***Series A-1 Bond*** means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-1 (Indian Canyon Golf Course Improvements – Taxable)" issued pursuant to this resolution.

***Series A-2 Bond*** means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-2 (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

***Series B Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series B (YMCA Interfund Loan 2018 – Taxable)” issued pursuant to this resolution.

***Series C Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series C (Library RFIS 2019 – Taxable)” issued pursuant to this resolution.

***Series D Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series D (Strategic Investments – Taxable)” issued pursuant to this resolution.

***Series E-1 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-1 (Gardner Property – Taxable)” issued pursuant to this resolution.

***Series E-2 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-2 (Alki Property – Taxable)” issued pursuant to this resolution.

***Series E-3 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-3 (West Plains Fire Station – Taxable)” issued pursuant to this resolution.

***Series E-4 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014 – Taxable)” issued pursuant to this resolution.

***Series E-5 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015 – Taxable)” issued pursuant to this resolution.

***Series E-6 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016 – Taxable)” issued pursuant to this resolution.

***Series E-7 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017 – Taxable)” issued pursuant to this resolution.

***Series E-8 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018 – Taxable)” issued pursuant to this resolution.

***Series E-9 Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019 – Taxable)” issued pursuant to this resolution.

***Series F Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series F (Fleet – Taxable)” issued pursuant to this resolution.

***Series G Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series G (Engineering Vehicles – Taxable)” issued pursuant to this resolution.

***Series H Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series H (Maple Street Gateway – Taxable)” issued pursuant to this resolution.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

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

**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 2. Authorization and Description of Bonds.**

(a) ***Series A-1 Bond.*** To provide funds to refinance the Indian Canyon Loan and to pay costs of issuing the Series A-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,389,011.63 for the Series A-1 Bond to document an interfund loan facility with the SIP in the amount of \$2,389,011.63.

(b) ***Series A-2 Bond.*** To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,500,000.00

for the Series A-2 Bond to document an interfund loan facility with the SIP in the amount of \$2,500,000.00.

(c) *Series B Bond.* To provide funds to refinance the YMCA Loan and to pay costs of issuing the Series B Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$536,751.00 for the Series B Bond to document an interfund loan facility with the SIP in the amount of \$536,751.00.

(d) *Series C Bond.* To provide funds to refinance the Library RFIS Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$262,630.00 for the Series C Bond to document an interfund loan facility with the SIP in the amount of \$262,630.00.

(e) *Series D Bond.* To provide funds to refinance the Strategic Investments Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,358,963.00 for the Series D Bond to document an interfund loan facility with the SIP in the amount of \$1,358,963.00.

(f) *Series E-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series E-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,129,924.00 for the Series E-1 Bond to document an interfund loan facility with the SIP in the amount of \$1,129,924.00.

(g) *Series E-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series E-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,746,255.00 for the Series E-2 Bond to document an interfund loan facility with the SIP in the amount of \$1,746,255.00.

(h) *Series E-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series E-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$604,014.00 for the Series E-3 Bond to document an interfund loan facility with the SIP in the amount of \$604,014.00.

(i) *Series E-4 Bond.* To provide funds to refinance the 2014 Public Safety Loan and to pay costs of issuing the Series E-4 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,721,028.00 for the Series E-4 Bond to document an interfund loan facility with the SIP in the amount of \$1,721,028.00.

(j) *Series E-5 Bond.* To provide funds to refinance the 2015 Public Safety Loan and to pay costs of issuing the Series E-5 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of

\$1,934,582.00 for the Series E-5 Bond to document an interfund loan facility with the SIP in the amount of \$1,934,582.00.

(k) *Series E-6 Bond.* To provide funds to refinance the 2016 Public Safety Loan and to pay costs of issuing the Series E-6 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,997,308.00 for the Series E-6 Bond to document an interfund loan facility with the SIP in the amount of \$2,997,308.00.

(l) *Series E-7 Bond.* To provide funds to refinance the 2017 Public Safety Loan and to pay costs of issuing the Series E-7 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,524,125.00 for the Series E-7 Bond to document an interfund loan facility with the SIP in the amount of \$3,524,125.00.

(m) *Series E-8 Bond.* To provide funds to refinance the 2018 Public Safety Loan and to pay costs of issuing the Series E-8 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,325,059.00 for the Series E-8 Bond to document an interfund loan facility with the SIP in the amount of \$4,325,059.00.

(n) *Series E9 Bond.* To provide funds to refinance the 2019 Public Safety Loan and to pay costs of issuing the Series E-9 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,527,938.00 for the Series E-9 Bond to document an interfund loan facility with the SIP in the amount of \$4,527,938.00.

(o) *Series F Bond.* To provide funds to refinance the Fleet Loan and to pay costs of issuing the Series F Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,134,680.00 for the Series F Bond to document an interfund loan facility with the SIP in the amount of \$3,134,680.00.

(p) *Series G Bond.* To provide funds to refinance the Engineering Vehicles Loan and to pay costs of issuing the Series G Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$129,071.00 for the Series G Bond to document an interfund loan facility with the SIP in the amount of \$129,071.00.

(q) *Series H Bond.* To provide funds to refinance the Maples Street Gateway Loan and to pay costs of issuing the Series H Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$500,000.00 for the Series H Bond to document an interfund loan facility with the SIP in the amount of \$500,000.00.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, 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 their respective Maturity Dates. Interest on the Bonds shall be calculated on a 30/360 basis and principal of and interest thereon shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date.

The Bonds shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans 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 Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A-1 Bond.*

(i) The proceeds of the Series A-1 Bond shall be expended to pay the costs of refinancing the Indian Canyon Loan and to pay the costs of issuing the Series A-1 Bond as authorized herein.

(ii) The net proceeds of the Series A-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Indian Canyon Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0074.

(b) *Series A-2 Bond.*

(i) The proceeds of the Series A-2 Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A-2 Bond as authorized herein.

(ii) The net proceeds of the Series A-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0080.

(c) *Series B Bond.*



(i) The proceeds of the Series B Bond shall be expended to pay the costs of refinancing the YMCA Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series B Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the YMCA Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0101.

(d) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the Library RFIS Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Library RFIS Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0104.

(e) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the Strategic Investments Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series D Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Strategic Investments Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0075.

(f) *Series E-1 Bond.*

(i) The proceeds of the Series E-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series E-1 Bond as authorized herein.

(ii) The net proceeds of the Series E-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0064.

(g) *Series E-2 Bond.*

(i) The proceeds of the Series E-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series E-2 Bond as authorized herein.

(ii) The net proceeds of the Series E-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0063.

(h) *Series E-3 Bond.*

(i) The proceeds of the Series E-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series E-3 Bond as authorized herein.

(ii) The net proceeds of the Series E-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0066.

(i) *Series E-4 Bond.*

(i) The proceeds of the Series E-4 Bond shall be expended to pay the costs of refinancing the 2014 Public Safety Loan and to pay the costs of issuing the Series E-4 Bond as authorized herein.

(ii) The net proceeds of the Series E-4 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2014 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0105.

(j) *Series E-5 Bond.*

(i) The proceeds of the Series E-5 Bond shall be expended to pay the costs of refinancing the 2015 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-5 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2015 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(k) *Series E-6 Bond.*

(i) The proceeds of the Series E-6 Bond shall be expended to pay the costs of refinancing the 2016 Public Safety Loan and to pay the costs of issuing the Series E-6 Bond as authorized herein.

(ii) The net proceeds of the Series E-6 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2016 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(l) *Series E-7 Bond.*

(i) The proceeds of the Series E-7 Bond shall be expended to pay the costs of refinancing the 2017 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-7 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2017 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(m) *Series E-8 Bond.*

(i) The proceeds of the Series E-8 Bond shall be expended to pay the costs of refinancing the 2018 Public Safety Loan and to pay the costs of issuing the Series E-8 Bond as authorized herein.

(ii) The net proceeds of the Series E-8 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2018 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(n) *Series E-9 Bond.*

(i) The proceeds of the Series E-9 Bond shall be expended to pay the costs of refinancing the 2019 Public Safety Loan and to pay the costs of issuing the Series E-9 Bond as authorized herein.

(ii) The net proceeds of the Series E-9 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2019 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(o) *Series F Bond.*

(i) The proceeds of the Series F Bond shall be expended to pay the costs of refinancing the Fleet Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Fleet Loan and discharging the obligations of the City relating thereto under Resolution No. 2015-0096.

(p) *Series G Bond.*

(i) The proceeds of the Series G Bond shall be expended to pay the costs of refinancing the Engineering Vehicles Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Engineering Vehicles Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0039.

(q) *Series H Bond.*

(i) The proceeds of the Series H Bond shall be expended to pay the costs of refinancing the Maple Street Gateway Loan and to pay the costs of issuing the Series H Bond as authorized herein.

(ii) The net proceeds of the Series H Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Maple Street Gateway Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0090.

(r) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds. In addition, the City hereby irrevocably covenants that it will deposit proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A-1 Bonds and the Series A-2 Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the “Bond Registrar”). Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 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.

**Section 9. Form of Bonds.** The Bonds shall be in substantially the following form:

STATE OF WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BOND, 2020  
[SERIES DESIGNATION – (Taxable)]

PRINCIPAL AMOUNT: [ ] and [ ]/100 DOLLARS]

This Bond is issued under authority of Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2020 (the “Bond Resolution”), to document an interfund loan from

the Spokane Investment Pool ("SIP") to pay the costs of refinancing the [Loan Designation] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, 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. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee and other] available City funds into the City's Asset Management Fund 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 \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Limited Tax General Obligation Refunding Bond, 2020 [Series Designation – (Taxable)] of the City dated \_\_\_\_\_, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_

Section 10. Ongoing Disclosure. The Bonds are 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 Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. 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 Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

\_\_\_\_\_  
Nadine Woodward, Mayor

(SEAL)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel



**CITY OF SPOKANE, WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

**SERIES A-1 (INDIAN CANYON GOLF COURSE IMPROVEMENTS)**  
**SERIES A-2 (ESMERALDA GOLF COURSE IMPROVEMENTS)**

**SERIES B (YMCA INTERFUND LOAN 2018)**  
**SERIES C (LIBRARY RFIS 2019)**  
**SERIES D (STRATEGIC INVESTMENTS)**

**SERIES E-1 (GARDNER PROPERTY)**  
**SERIES E-2 (ALKI PROPERTY)**  
**SERIES E-3 (WEST PLAINS FIRE STATION)**  
**SERIES E-4 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2014)**  
**SERIES E-5 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2015)**  
**SERIES E-6 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2016)**  
**SERIES E-7 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2017)**  
**SERIES E-8 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2018)**  
**SERIES E-9 (PUBLIC SAFETY EQUIPMENT AND APPARATUS 2019)**

**SERIES F (FLEET)**  
**SERIES G (ENGINEERING VEHICLES)**  
**SERIES H (MAPLE STREET GATEWAY)**

**VOID**

RESOLUTION NO. 2020-0034

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 2020

PREPARED BY:

McALOON LAW, PLLC  
Spokane, Washington

**CITY OF SPOKANE, WASHINGTON**  
**LIMITED TAX GENERAL**  
**OBLIGATION REFUNDING BONDS, 2020 (TAXABLE)**

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

**CITY OF SPOKANE, WASHINGTON**  
**RESOLUTION NO. 2020-0034**

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of certain individual Limited Tax General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$[33,321,338.39]; establishing interfund loan facilities from the Spokane Investment Pool to refinance existing interfund loans; fixing the dates, forms, maturities, interest rates, terms and covenants of the bonds; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution 2018-0074, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Indian Canyon Golf Course (the “Indian Canyon Loan”), which remains outstanding in the principal amount of \$2,389,011.63; and

WHEREAS, pursuant to Resolution 2019-0080, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,500,000.00, to be used for capital improvements to Esmeralda Golf Course (the “Esmeralda Loan”) which remains outstanding in the principal amount of \$2,000,000.00; and

WHEREAS, pursuant to Resolution 2018-0101, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$1,194,050.53, to be used to refinance a prior interfund loan originally used for capital expenditures to acquire property commonly referred to as the “YMCA Property” (the “YMCA Loan”), which remains outstanding in the principal amount of \$536,751.00; and

WHEREAS, pursuant to Resolution 2019-0104, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of \$290,480.50, to be used to refinance a prior interfund loan originally used to finance the purchase and installation of a Radio Frequency Identification System for the Spokane County Library (the “Library RFIS Loan”), which remains outstanding in the principal amount of \$262,630.00; and

WHEREAS, pursuant to Resolution 2018-0075, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$1,620,000.00, to be used to finance projects of Citywide significance (the “Strategic Investments Loan”), which remains outstanding in the principal amount of \$1,358,963.00; and

WHEREAS, pursuant to Resolution 2017-0064, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$1,341,975.98, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City’s Police Department could consolidate investigative services (the “Gardner Property Loan”), which remains outstanding in the principal amount of \$1,129,924.00; and

WHEREAS, pursuant to Resolution 2017-0063, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$2,073,973.60, to be used to refinance a prior interfund loan originally used to pay the cost of acquiring property to provide a facility in which the City's Police Department could provide a more secure place to store evidence of crimes (the "Alki Property Loan"), which remains outstanding in the principal amount of \$1,746,255.00; and

WHEREAS, pursuant to Resolution 2017-0066, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of \$717,368.44, to be used to refinance a prior interfund loan originally used to pay the cost of construction of the West Plains Fire Station (the "West Plains Fire Station Loan"), which remains outstanding in the principal amount of \$604,014.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized a series of multiple draw interfund loans from the Spokane Investment Pool to the Asset Management Fund, in the aggregate amount of not to exceed \$26,000,000.00 (the "Public Safety Loan Series"), to be used to finance the purchase of public safety, equipment, vehicles and apparatus and issued the first series with an initial draw of \$5,694,196.00 (the "2014 Public Safety Loan"); and

WHEREAS, pursuant to Resolution 2019-0105, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$2,162,967.88, to be used to refinance the 2014 Public Safety Loan, which draw remains outstanding in the principal amount of \$1,721,028.00; and

WHEREAS, pursuant to Resolution 2016-0079, the City authorized an additional \$5,529,705.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$1,944,582.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$5,085,533.00 draw on the Public Safety Loan Series (the "2016 Public Safety Loan"), which draw remains outstanding in the principal amount of \$2,997,308.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,785,062.00 draw on the Public Safety Loan Series (the "2017 Public Safety Loan"), which draw remains outstanding in the principal amount of \$3,524,125.00; and

WHEREAS, pursuant to Resolution 2014-0079, the City authorized an additional \$4,155,485.00 draw on the Public Safety Loan Series (the "2018 Public Safety Loan"), which draw remains outstanding in the principal amount of \$4,325,059.00; and

WHEREAS, pursuant to Resolution 2019-0034, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of not to exceed \$4,527,938.00, to be used to finance the purchase of public safety, equipment, vehicles and apparatus (the "2019 Public Safety Loan"), which remains outstanding in the principal amount of \$4,527,938.00; and

WHEREAS, pursuant to Resolution 2015-0096, the City authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund in the amount of up to

\$5,000,000.00, to be used to make capital expenditures for the Spokane Central Service Center, including the construction of facilities to house the City's consolidated fleet maintenance operations (the "Fleet Loan"), which remains outstanding in the principal amount of \$3,134,680.00; and

WHEREAS, pursuant to Resolution 2017-0039, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to \$250,000.00, to be used to purchase nine (9) new vehicles for Engineering Construction Management Staff (the "Engineering Vehicles Loan"), which remains outstanding in the principal amount of \$129,071.00; and

WHEREAS, pursuant to Resolution 2019-0090, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of not to exceed \$500,000.00, to be used to finance a portion of the costs of the acquisition, construction and installation of an artistic tower, screen artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5<sup>th</sup> Ave and Maple (the "Maple Street Gateway Loan"), which remains outstanding in the principal amount of \$500,000.00; and

WHEREAS, together the above interfund loans are defined herein as the "Loans"; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.1 of the Investment Policy; and

WHEREAS, the Loans were each documented with an agreement to issue taxable limited tax general obligation bonds purchased by the Spokane Investment Pool ("SIP"); and

WHEREAS, in order to achieve budget savings necessary to address anticipated revenue lost during the 2020 COVID-19 pandemic and related emergency orders from the State of Washington, it is deemed necessary and in the best interest of the City to provide for the restructuring and refinancing of the Loans through the issuance of a series of taxable limited tax general obligation refunding bonds to be purchased by SIP.

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 Bonds. 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*** 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 Bonds, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds shall be paid into a separate account

within the Asset Management Fund and used to pay the costs of refinancing the Loans and paying the costs of issuance of the Bonds.

**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.

**Bonds** means, collectively, the Series A-1, A-2, B, C, D, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, F, G and H Bonds.

**City** means the City of Spokane, Spokane County, Washington, a first class 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.

**Facility Improvement Fee** means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Golf Project.

**Golf Projects** mean the plan for certain capital improvements to the City's golf courses as specified and adopted Resolution No. 2018-0074 and Resolution No. 2019-0000.

**Loans** means, collectively, the Indian Canyon Loan, the Esmeralda Loan, the YMCA Loan, the Library RFIS Loan, the Strategic Investments Loan, the Gardner Property Loan, the Alki Property Loan, the West Plains Fire Station Loan, the 2014 Public Safety Loan, the 2014 Public Safety Loan, the 2015 Public Safety Loan, the 2016 Public Safety Loan, the 2017 Public Safety Loan, the 2018 Public Safety Loan, the 2019 Public Safety Loan, the Fleet Loan, the Engineering Vehicles Loan, and the Maple Street Gateway Loan.

**Maturity Date** means a date not to exceed five years from the date(s) of issuance of the Bonds.

**Permitted Investments** means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

**Series A-1 Bond** means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-1 (Indian Canyon Golf Course Improvements – Taxable)" issued pursuant to this resolution.

**Series A-2 Bond** means the City of Spokane "Limited Tax General Obligation Refunding Bond, 2020 Series A-2 (Esmeralda Golf Course Improvements – Taxable)" issued pursuant to this resolution.

**Series B Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series B (YMCA Interfund Loan 2018 – Taxable)” issued pursuant to this resolution.

**Series C Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series C (Library RFIS 2019 – Taxable)” issued pursuant to this resolution.

**Series D Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series D (Strategic Investments – Taxable)” issued pursuant to this resolution.

**Series E-1 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-1 (Gardner Property – Taxable)” issued pursuant to this resolution.

**Series E-2 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-2 (Alki Property – Taxable)” issued pursuant to this resolution.

**Series E-3 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-3 (West Plains Fire Station – Taxable)” issued pursuant to this resolution.

**Series E-4 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014 – Taxable)” issued pursuant to this resolution.

**Series E-5 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015 – Taxable)” issued pursuant to this resolution.

**Series E-6 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016 – Taxable)” issued pursuant to this resolution.

**Series E-7 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017 – Taxable)” issued pursuant to this resolution.

**Series E-8 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018 – Taxable)” issued pursuant to this resolution.

**Series E-9 Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019 – Taxable)” issued pursuant to this resolution.

**Series F Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series F (Fleet – Taxable)” issued pursuant to this resolution.

**Series G Bond** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series G (Engineering Vehicles – Taxable)” issued pursuant to this resolution.

***Series H Bond*** means the City of Spokane “Limited Tax General Obligation Refunding Bond, 2020 Series H (Maple Street Gateway – Taxable)” issued pursuant to this resolution.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Bonds are issued as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

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

**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 2. Authorization and Description of Bonds.**

(a) ***Series A-1 Bond.*** To provide funds to refinance the Indian Canyon Loan and to pay costs of issuing the Series A-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,389,011.63 for the Series A-1 Bond to document an interfund loan facility with the SIP in the amount of \$2,389,011.63.

(b) ***Series A-2 Bond.*** To provide funds to refinance the Esmeralda Loan and to pay costs of issuing the Series A-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,500,000.00



for the Series A-2 Bond to document an interfund loan facility with the SIP in the amount of \$2,500,000.00.

(c) *Series B Bond.* To provide funds to refinance the YMCA Loan and to pay costs of issuing the Series B Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$536,751.00 for the Series B Bond to document an interfund loan facility with the SIP in the amount of \$536,751.00.

(d) *Series C Bond.* To provide funds to refinance the Library RFIS Loan and to pay costs of issuing the Series C Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$262,630.00 for the Series C Bond to document an interfund loan facility with the SIP in the amount of \$262,630.00.

(e) *Series D Bond.* To provide funds to refinance the Strategic Investments Loan and to pay costs of issuing the Series D Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,358,963.00 for the Series D Bond to document an interfund loan facility with the SIP in the amount of \$1,358,963.00.

(f) *Series E-1 Bond.* To provide funds to refinance the Gardner Property Loan and to pay costs of issuing the Series E-1 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,129,924.00 for the Series E-1 Bond to document an interfund loan facility with the SIP in the amount of \$1,129,924.00.

(g) *Series E-2 Bond.* To provide funds to refinance the Alki Property Loan and to pay costs of issuing the Series E-2 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,746,255.00 for the Series E-2 Bond to document an interfund loan facility with the SIP in the amount of \$1,746,255.00.

(h) *Series E-3 Bond.* To provide funds to refinance the West Plains Fire Station Loan and to pay costs of issuing the Series E-3 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$604,014.00 for the Series E-3 Bond to document an interfund loan facility with the SIP in the amount of \$604,014.00.

(i) *Series E-4 Bond.* To provide funds to refinance the 2014 Public Safety Loan and to pay costs of issuing the Series E-4 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$1,721,028.00 for the Series E-4 Bond to document an interfund loan facility with the SIP in the amount of \$1,721,028.00.

(j) *Series E-5 Bond.* To provide funds to refinance the 2015 Public Safety Loan and to pay costs of issuing the Series E-5 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of

\$1,934,582.00 for the Series E-5 Bond to document an interfund loan facility with the SIP in the amount of \$1,934,582.00.

(k) *Series E-6 Bond.* To provide funds to refinance the 2016 Public Safety Loan and to pay costs of issuing the Series E-6 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$2,997,308.00 for the Series E-6 Bond to document an interfund loan facility with the SIP in the amount of \$2,997,308.00.

(l) *Series E-7 Bond.* To provide funds to refinance the 2017 Public Safety Loan and to pay costs of issuing the Series E-7 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,524,125.00 for the Series E-7 Bond to document an interfund loan facility with the SIP in the amount of \$3,524,125.00.

(m) *Series E-8 Bond.* To provide funds to refinance the 2018 Public Safety Loan and to pay costs of issuing the Series E-8 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,325,059.00 for the Series E-8 Bond to document an interfund loan facility with the SIP in the amount of \$4,325,059.00.

(n) *Series E-9 Bond.* To provide funds to refinance the 2019 Public Safety Loan and to pay costs of issuing the Series E-9 Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$4,527,938.00 for the Series E-9 Bond to document an interfund loan facility with the SIP in the amount of \$4,527,938.00.

(o) *Series F Bond.* To provide funds to refinance the Fleet Loan and to pay costs of issuing the Series F Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$3,134,680.00 for the Series F Bond to document an interfund loan facility with the SIP in the amount of \$3,134,680.00.

(p) *Series G Bond.* To provide funds to refinance the Engineering Vehicles Loan and to pay costs of issuing the Series G Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$129,071.00 for the Series G Bond to document an interfund loan facility with the SIP in the amount of \$129,071.00.

(q) *Series H Bond.* To provide funds to refinance the Maples Street Gateway Loan and to pay costs of issuing the Series H Bond, the City shall issue a limited tax general obligation refunding bond of the City to the SIP in the principal amount of \$500,000.00 for the Series H Bond to document an interfund loan facility with the SIP in the amount of \$500,000.00.

The Bonds shall be dated as of their dates of delivery to the SIP, shall be in the amounts specified above, 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 their respective Maturity Dates. Interest on the Bonds shall be calculated on a 30/360 basis and principal of and interest thereon shall be due semi-annually on the payment dates established by SIP, provided the final payments may be balloon payments due and payable on the respective Maturity Date. The initial payment date shall be not sooner than , 20 .

The Bonds shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this resolution is adopted by the City Council. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Dates, which final payments may be balloon payments. Notwithstanding these provisions, the terms of payment may be renegotiated with the SIP if agreed to by the Treasurer.

Section 3. Sale of Bonds. The City Council hereby approves the SIP's offer to purchase the Bonds and establish interfund loans 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 Bonds to the City of Spokane for the benefit of the SIP. On or prior to the closing date, the SIP shall provide the City with separate payment and amortization schedules for the Bonds.

Section 4. Application of Bond Proceeds.

(a) *Series A-1 Bond.*

The proceeds of the Series A-1 Bond shall be expended to pay the costs of financing the Indian Canyon Loan and to pay the costs of issuing the Series A-1 Bond as authorized herein.

(ii) The net proceeds of the Series A-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Indian Canyon Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0074.

(b) *Series A-2 Bond.*

(i) The proceeds of the Series A-2 Bond shall be expended to pay the costs of refinancing the Esmeralda Loan and to pay the costs of issuing the Series A-2 Bond as authorized herein.

(ii) The net proceeds of the Series A-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Esmeralda Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0080.

(c) *Series B Bond.*

(i) The proceeds of the Series B Bond shall be expended to pay the costs of refinancing the YMCA Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series B Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the YMCA Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0101.

(d) *Series C Bond.*

(i) The proceeds of the Series C Bond shall be expended to pay the costs of refinancing the Library RFIS Loan and to pay the costs of issuing the Series B Bond as authorized herein.

(ii) The net proceeds of the Series C Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Library RFIS Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0104.

(e) *Series D Bond.*

(i) The proceeds of the Series D Bond shall be expended to pay the costs of refinancing the Strategic Investments Loan and to pay the costs of issuing the Series D Bond as authorized herein.

(ii) The net proceeds of the Series D Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Strategic Investments Loan and discharging the obligations of the City relating thereto under Resolution No. 2018-0075.

(f) *Series E-1 Bond.*

(i) The proceeds of the Series E-1 Bond shall be expended to pay the costs of refinancing the Gardner Property Loan and to pay the costs of issuing the Series E-1 Bond as authorized herein.

(ii) The net proceeds of the Series E-1 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Gardner Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0064.

(g) *Series E-2 Bond.*

(i) The proceeds of the Series E-2 Bond shall be expended to pay the costs of refinancing the Alki Property Loan and to pay the costs of issuing the Series E-2 Bond as authorized herein.

(ii) The net proceeds of the Series E-2 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Alki Property Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0063.

(h) *Series E-3 Bond.*

(i) The proceeds of the Series E-3 Bond shall be expended to pay the costs of refinancing the West Plains Fire Station Loan and to pay the costs of issuing the Series E-3 Bond as authorized herein.

(ii) The net proceeds of the Series E-3 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the West Plains Fire Station Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0066.

(i) *Series E-4 Bond.*

(i) The proceeds of the Series E-4 Bond shall be expended to pay the costs of refinancing the 2014 Public Safety Loan and to pay the costs of issuing the Series E-4 Bond as authorized herein.

(ii) The net proceeds of the Series E-4 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2014 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0075.

(j) *Series E-5 Bond.*

(i) The proceeds of the Series E-5 Bond shall be expended to pay the costs of refinancing the 2015 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-5 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2015 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(k) *Series E-6 Bond.*

(i) The proceeds of the Series E-6 Bond shall be expended to pay the costs of refinancing the 2016 Public Safety Loan and to pay the costs of issuing the Series E-6 Bond as authorized herein.

(ii) The net proceeds of the Series E-6 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2016 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(l) *Series E-7 Bond.*

(i) The proceeds of the Series E-7 Bond shall be expended to pay the costs of refinancing the 2017 Public Safety Loan and to pay the costs of issuing the Series E-5 Bond as authorized herein.

(ii) The net proceeds of the Series E-7 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2017 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(m) *Series E-8 Bond.*

(i) The proceeds of the Series E-8 Bond shall be expended to pay the costs of refinancing the 2018 Public Safety Loan and to pay the costs of issuing the Series E-8 Bond as authorized herein.

(ii) The net proceeds of the Series E-8 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2018 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(n) *Series E-9 Bond.*

(i) The proceeds of the Series E-9 Bond shall be expended to pay the costs of refinancing the 2019 Public Safety Loan and to pay the costs of issuing the Series E-9 Bond as authorized herein.

(ii) The net proceeds of the Series E-9 Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the 2019 Public Safety Loan and discharging the obligations of the City relating thereto under Resolution No. 2014-0079.

(o) *Series F Bond.*

(i) The proceeds of the Series F Bond shall be expended to pay the costs of refinancing the Fleet Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Fleet Loan and discharging the obligations of the City relating thereto under Resolution No. 2015-0096.

(p) *Series G Bond.*

(i) The proceeds of the Series G Bond shall be expended to pay the costs of refinancing the Engineering Vehicles Loan and to pay the costs of issuing the Series F Bond as authorized herein.

(ii) The net proceeds of the Series F Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Engineering Vehicles Loan and discharging the obligations of the City relating thereto under Resolution No. 2017-0039.

(q) *Series H Bond.*

(i) The proceeds of the Series H Bond shall be expended to pay the costs of refinancing the Maple Street Gateway Loan and to pay the costs of issuing the Series H Bond as authorized herein.

(ii) The net proceeds of the Series H Bond shall be deposited into the Asset Management Fund for the purposes of refinancing the Maple Street Gateway Loan and discharging the obligations of the City relating thereto under Resolution No. 2019-0090.

(r) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bonds to make the payments described in this resolution.

**VOID**

Section 5. Pledge of Funds and Credit. To pay principal of and interest on the Bonds as the same shall become due, the City hereby irrevocably covenants that it will deposit available City funds into the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bonds. In addition, the City hereby irrevocably covenants that it will deposit proceeds from the Facility Improvement Fee in amounts, in addition to other available City Funds, sufficient to pay the principal of and interest on the Series A-1 Bonds and the Series A-2 Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 6. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds (collectively, the "Bond Registrar"). Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds shall be paid upon demand, presentation and surrender of the Bonds by the SIP to the Bond Registrar. The Bonds are not transferable.

Section 7. Prepayment. At the option of the City, or upon demand of the SIP, the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the

manual or facsimile signature of the City Clerk. In case any of the officers who shall have signed or attested the Bonds shall cease to be such officer before such Bonds have been actually issued and delivered, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 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 either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds 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 Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form:

NO. R-1

**VOID**

\$ \_\_\_\_\_

STATE OF WASHINGTON  
LIMITED TAX GENERAL  
OBLIGATION REFUNDING BOND, 2020  
[SERIES DESIGNATION – (Taxable)]

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: December 31, 20\_\_

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

PRINCIPAL AMOUNT: [ \_\_\_\_\_ and \_\_\_\_/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, plus interest, indicated above.

This Bond is issued under authority of Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2020 (the “Bond Resolution”), to document an interfund loan from



the Spokane Investment Pool ("SIP") to pay the costs of refinancing the [Loan Designation] and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on a 30/360 basis. Upon final payment of all installments of principal and interest thereon on or before the Maturity Date, 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. This Bond is prepayable upon demand by the SIP.

The City reserves the right to prepay principal of this Bond, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit proceeds of [the Facility Improvement Fee and other available City funds in the City's Asset Management Fund 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 be valid and become obligatory for all purposes and 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 \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Limited Tax General Obligation Refunding Bond, 2020 [Series Designation – (Taxable)] of the City dated \_\_\_\_\_, 2020 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_

Section 10. Ongoing Disclosure. The Bonds are 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 Bonds.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. 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 Bonds.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

\_\_\_\_\_  
Nadine Woodward, Mayor

(SEAL)

**VOID**

APPROVE AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

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

06/01/2020

<u>Date Rec'd</u>	5/22/2020
<u>Clerk's File #</u>	RES 2020-0035
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	HYDRANT PERMIT PROGRAM REVISION -POLICY & FEES		

Agenda Wording

Resolution adopting the Water Hydrant Usage Policy & Fees- a public rule and policy.

Summary (Background)

The Water Hydrant Usage Policy & Fees further defines the Water Department's hydrant use policy and permit system consistent with the changes to SMC 13.04 as adopted by City Council in January 2019. The policy is needed now to help provide additional guidance to contractors who are seeking such permits as they restart construction, as allowed under the Stay Home, Stay Healthy order. The policy needs concurrence by the Council because it impacts the public, rather than City operational processes.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session\Other</u>	PIES 5/6/2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Breean Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

## RESOLUTION

A resolution regarding the City of Spokane Water and Hydro-Electric Department Public Rule and Policy - WATER HYDRANT USAGE POLICY & FEES.

WHEREAS, the City of Spokane (City) maintains and operates approximately 7,500 water hydrants within the City's designated water service area; and

WHEREAS, water usage from these hydrants by permitted individuals and companies amounts to approximately 1.5 billion gallons of water each year; and

WHEREAS, the City in order to ensure safe reliable drinking water for its customers, must maintain the water quality of the entire system, which includes the fire suppression system; and

WHEREAS, there have been documented incidents where use of water from a hydrant by a permitted individual resulted in contamination of the water system. Such incidents have the potential to be catastrophic on the system and the City's water system customers; and

WHEREAS, it is of paramount importance for the City to manage access to its water hydrants to ensure safe reliable water is available for all customers; and

WHEREAS, usage of water hydrants by permitted individuals and companies is a privilege and subject to provisions in the Spokane Municipal Code (SMC) sections under 13.04.130, 13.04.190, 13.04.1904, 13.04.1918, and 13.04.2024.

WHEREAS, the City of Spokane Water and Hydroelectric Department (Water Department) establishes the attached public rule and procedure regarding temporary usage of City owned and maintained Fire Hydrants, which is attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the City of Spokane Water and Hydro-Electric Department Public Rule and Policy - WATER HYDRANT USAGE POLICY & FEES as contained in Attachment "A".

ADOPTED by City Council this \_\_\_\_ day of June, 2020.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WATER AND HYDRO-ELECTRIC PUBLIC RULE AND PROCEDURE	DEPT 4100-20-_____ LGL 2020-_____
TITLE : <b>WATER HYDRANT USAGE POLICY &amp; FEES</b> EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

- 1.1 The City of Spokane Water and Hydroelectric Department (Water Department) establishes the following public rule and procedure regarding temporary usage of City owned and maintained Fire Hydrants.
- 1.2 The City maintains and operates approximately 7,500 water hydrants within the water service area. Water usage from these hydrants by permitted individuals and companies amounts to approximately 1.5 billion gallons of water each year.
- 1.3 The City, in order to ensure safe reliable drinking water for its customers, must maintain the water quality of the entire system, which includes the fire suppression system.
- 1.4 There have been documented incidents where use of water from a hydrant by a permitted individual resulted in contamination of the water system. Such incidents have the potential to be catastrophic on the system and the City's water system customers.
- 1.5 It is of paramount importance for the City to manage access to its water hydrants to ensure safe reliable water is available for all customers.
- 1.6 Usage of water hydrants by permitted individuals and companies is a privilege and subject to this Public Rule and Procedure.
- 1.7 This Public Rule implements Spokane Municipal Code (SMC) and provisions under 13.04.130, 13.04.190, 13.04.1904, 13.04.1918, and 13.04.2024.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES



## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the public use of the City of Spokane's water hydrants.

## 3.0 REFERENCES

Chapter 13.04 SMC  
Chapter 35.92 RCW  
Chapter 70.116 RCW  
Chapter 246-193 WAC, Part III  
42 USC Section 300i-1

## 4.0 DEFINITIONS

- 4.1 "Director" – Director of the Water and Hydro-electric Department or designee.
- 4.2 "Hydrant Cage" – consists of water meter, backflow device and control valve used by non-City of Spokane personnel
- 4.3 "Hydrant Disk" – Colored plastic "doughnut" used by City of Spokane staff and permit holder that must be affixed to the hydrant during use of that hydrant.
- 4.4 "Hydrant Gate Valve" – A control valve used to stop or regulate the flow of water by means of a rising barrier or gate.
- 4.5 "Hydrant Permit" – is a permit as issued pursuant to SMC 13.04.130. Such Permits will be allowed in very limited circumstances following written application and written approval by the Director of the Water and hydroelectric Department, or their designee.
- 4.6 "Hydrant Port" – The point of connection for appurtenance. On typical hydrants there are two 2.5" ports and one 5.25 inch port.
- 4.7 "Hydrant Wrench" – Specialized wrench for removing hydrant port caps and to operate the hydrant. The hydrant wrench is the only means acceptable to access and operate a hydrant.

## 5.0 POLICY

- 5.1 Use of a water hydrant by non-City Water personnel or fire Department personnel without written permission is strictly prohibited.
- 5.2 The conditions and procedures established by this Public Rule and procedure are set to achieve:
  - 5.2.1 Protection of the City's Water System from backflow contamination;
  - 5.2.2 Protection and active management of water hydrants such to maintain proper operating conditions for the City's Fire Protection Program;

- 5.2.3 Accommodation of temporary, construction, or mobile commercial users whose “Condition-of-use” tenders permanent metering installation impractical.
- 5.3 To obtain temporary access to a water hydrant, a person or company must make a written application to the Director of the Water and Hydroelectric Department through Utility Billing.
- 5.4 Any person drawing water from a hydrant or standpipe in the City of Spokane for local area use shall first apply to the Director of Water and Hydroelectric for a permit and shall abide by all rules, regulations, and procedures in connection with the permit that the Public Works Division may adopt.
- 5.5 The City Water and Hydroelectric Department reserves the right to revoke any issued permit. Water use may be suspended during periods subject to freezing temperatures or drought conditions.
- 5.6 All applications for hydrant permits require either a monetary deposit or verified certificate of liability insurance naming the City of Spokane as an additional insured, for any damage to the equipment or surrounding area/environs.

## 6.0 PROCEDURES

- 6.1 Conditions for Hydrant Use Permits:
  - 6.1.1 The Water Department may authorize temporary water service from the distribution system, via a hydrant use permit, if no other source of water is available.
  - 6.1.2 Each month, the Permit Holder must provide to the Water Department a listing of the hydrant or hydrants used during the previous month. Only center stem hydrants may be accessed by the public.
  - 6.1.3 The Water Department may deny a request for or revoke a hydrant use permit due to low water supply, low water flow or pressure, or at the discretion of the Water Department Director.
  - 6.1.4 The Water Department may deny a request for a hydrant use permit based on a history of unpaid bills due to the Water Department, past performance, or falsification of records by the permit applicant for past hydrant use.
  - 6.1.5 Individuals requesting a permit for the use of the Water Department hydrants must complete a hydrant permit application and present photo identification and, if representing a business or organization, provide proof of the business by which they are employed or the organization of which they are a member.

## 6.2 Requirements for Hydrant Use

- 6.2.1 The permit holder will be responsible for compliance with City and State cross-connection control codes and regulations, as well as for any damages resulting from a backflow event at the permitted site.
- 6.2.2 The permit holder must use a Water Department supplied or approved hose assembly with a valve and a meter (where required by Water Department per Section 6.4 below).
- 6.2.3 The permit holder must use a Water Department supplied Reduced Pressure Backflow Assembly (RPBA) to protect the water supply and public health from potentially harmful water backflow.
- 6.2.4 A valid hydrant use permit (hydrant disk), along with the RPBA and meter, must be connected to the hydrant at all times during hydrant use.
- 6.2.5 When a hydrant is not in use, the hydrant shall be closed so that it is no longer charged.
- 6.2.6 The Water Department may inspect without notice the installation and operation of the hydrant.
- 6.2.7 The Water Department may revoke a hydrant use permit if Water Department determines that the installation conditions are unacceptable or a hydrant is being used improperly.

## 6.3 Fees and Charges for Hydrant Use

- 6.3.1 Permit holder will pay a permit fee, a meter use fee (if applicable), and consumption charges for the water used based on metered use or a daily rate as applicable. See Attachment 8.3.
- 6.3.2 Water Department may assess per day water charges for the entire term of the permit in the event there is evidence of hydrant meter tampering, damage to the hydrant meter or other action that prohibits Water Department from accurately determining the amount of water used.
- 6.3.3. In the event of damaged or lost Water Department-provided equipment, Water Department will assess charges equal to the cost of the damaged or lost equipment, including overhead cost.
- 6.3.4. Water Department will charge the permit holder on a time and material basis for any hydrant repairs necessitated by the improper operation of the hydrant.
- 6.3.5. Water Department will charge monetary penalties, in addition to all other hydrant use charges and fees, when a hydrant use permit is revoked by Water Department, or when a hydrant is being used without a hydrant permit or required hydrant meter and RPBA.

## 6.4 Required Hydrant Meters

- 6.4.1 Hydrant meters will be required to be used by permit holders.
  - 6.4.1.1 no other acceptable or practical method of measuring or estimating actual water used is practical, and

6.4.1.2 one hydrant at a time only will be used per permit,  
and

6.4.1.3 forecasted weather will allow a meter to be used  
without causing damage due to freezing.

6.4.2 Hydrant meters may be required under other circumstances at  
Water Department's discretion.

## 6.5 Multiple Hydrants

6.5.1 Use of multiple hydrants at the same time with a single permit is  
unlawful. Only one Hydrant can be operated per permit.

6.5.2 A permit holder may change location of a permitted hydrant by  
contacting and obtaining approval from the Director in advance of  
use.

## 6.6 Roles and Responsibilities

6.6.1 Permit holder is responsible for:

- Ensuring the required backflow protection is properly installed and  
operated at all times while connected to the water system, as well as  
making the equipment available for inspection at any time.
- Understanding and abiding by this Public Rule and Procedure
- Using only the designated (center stem) hydrant(s) to draw water.
- Ensuring safe and proper installation and operation of the hydrant and  
hose assemblies.
- Properly disposing of any wastewater or drainage generated from  
hydrant use.
- Providing Fire Department unobstructed access to the hydrant at all  
times.
- Reporting to Water Department if hydrant is leaking or not operating  
properly.
- Returning to Water Department any Water Department-supplied  
equipment in the same condition as issued.
- Reimbursing Water Department for any repairs or replacements of the  
hydrant or other Water Department-provided equipment.
- Paying deposits, fees and charges as required by Water Department  
for the hydrant use.
- Permit holder is responsible for any and all property damage as a  
result of their use or negligence.

6.6.2 Water Department is responsible for:

- Confirming the appropriate hydrant is being used.
- Issuing and reading meters when required.
- Timely and proper billing to the permit holder for the hydrant use.

## 6.7 Special Situations

6.7.1 At the discretion of the Water Department Director, Water Department may authorize the use of hydrants by other entities for emergency response and emergency response training under terms and conditions that, while protecting drinking water quality and the water system, may differ from those specified in this policy. Authorization will be provided in writing and will contain the applicable terms and conditions for use. Such authorization may waive charges and fees for use of the hydrants.

6.8     Illegal Taking of water  
Only authorized persons, such as, certain City of Spokane personnel for legitimate purpose or persons with hydrant use permits may operate a hydrant. Persons illegally taking water from a hydrant may be fined up to \$1,000 in 2020 per Spokane Municipal Code 13.04.1904, and any equipment will be confiscated by the City of Spokane.

7.0     RESPONSIBILITIES

The Water and Hydroelectric Department shall administer this public rule and procedure.

8.0     APPENDICES

8.1     Sample Permit

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# HYDRANT USE PERMIT

CITY OF SPOKANE WATER DEPARTMENT  
E. 914 NORTH FOOTHILLS DR., SPOKANE, WA 99207  
(509) 625-7800

Utility Acct Number: \_\_\_\_\_ IssueDate: \_\_\_\_\_

Use Location: \_\_\_\_\_ Intend Use: \_\_\_\_\_ Year of Use: \_\_\_\_\_

Issued To: \_\_\_\_\_ Note or PO: \_\_\_\_\_

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

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

ContactEmail: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\*\*\*\*\*

Permit #: \_\_\_\_\_ Permit Type YEAR Conf# \_\_\_\_\_ MTR Cage# \_\_\_\_\_

Size: \_\_\_\_\_ Kind: \_\_\_\_\_ Serial # \_\_\_\_\_ Maint#: \_\_\_\_\_

Digits: \_\_\_\_\_ Reg Model: \_\_\_\_\_ Read Date: \_\_\_\_\_ Read: \_\_\_\_\_

Transponder ID \_\_\_\_\_ Transponder Model \_\_\_\_\_

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

\*\*\*\*\*

**The Permit holder will be charged for any damage caused by improper use or operation of the hydrants used or damage to the meter and backflow devices.**

Permit Instruction Received By \_\_\_\_\_ Permit Termination Date: 12/31/2020

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Meter ending Read \_\_\_\_\_ Deposit Refund Requested YES / NO

Name and Signature \_\_\_\_\_

\*\*\*\*\*

DAMAGE / NO DAMAG If Damage, Amount to be deducted from Deposit or Customer Billed \_\_\_\_\_

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

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

05/11/2020

<u>Date Rec'd</u>	5/6/2020
<u>Clerk's File #</u>	ORD C35908
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - ORDINANCE ESTABLISHING OFFICIAL CITY POLICY FOR HOMELESS		

Agenda Wording

An ordinance establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code.

Summary (Background)

This ordinance provides that in forming the City's response to homelessness, the City will form policy and operational steps in a manner that is regional in scope, includes all government, nonprofit, and for-profit regional stakeholders, includes early, continuous, active and direct involvement of the City Council, provides low- or no-barrier shelter to implement Housing First, creates no service gaps, and providing for no exceptions regardless of funding source.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u>	Urban Development
<u>Division Director</u>		<u>Council Sponsor</u>	Council President Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

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

**Why is this expenditure necessary now?**

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

**What alternative resources have been considered?**

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

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_



## **ORDINANCE NO. C35908**

An ordinance establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code.

**WHEREAS**, too many of our neighbors in Spokane are experiencing or have experienced homelessness; and

**WHEREAS**, too often, and for a variety of reasons, the City's policy responses are either insufficient or carried out with little collaboration with the City Council and other regional governmental and nonprofit partners; and

**WHEREAS**, historically, the City has precipitously reduced shelter bed and warming center capacity below the demonstrated need, which displaced hundreds of people into the community to sleep on sidewalks, in doorways, in parks and along the Spokane River, none of which are equipped for such use; and

**WHEREAS**, the City Council regularly adopts resolutions establishing guidelines and criteria for the procurement of warming centers or emergency shelters during inclement weather which state the official policy of the City, yet there is still a need for a binding statement of official City policy to guide the City's responses to the ongoing issue of homelessness in our community; and

**WHEREAS**, the City Council finds that it is necessary to establish clear and specific baseline policy statements to guide the City administration and to notify the public as to how the City will determine what steps it will take in the future in forming responses to the ongoing issue of homelessness so that we can more effectively provide for the most vulnerable members of our community without gaps in service.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 18.05.030 of the Spokane Municipal Code to read as follows:

### **Section 18.05.030 Homelessness Response Policy**

#### **A. Findings and Purpose**

1. The City finds that each resident of Spokane is entitled to a basic level of dignity and respect, regardless of whether they are housed or unhoused.
2. The City also finds that historically, City policy regarding the response to homelessness in our community has not been formed in a way that is fully transparent, collaborative, regional, or inclusive, and that process often results in decisions being made that harm our communities, rather than help.

3. The purpose of this section is to set a baseline for our City's response to homelessness in our community, so that we form the right policy, with the right people at the table, and can most effectively provide, and coordinate the provision of, services to the most vulnerable members of our community.
- B. It is the official policy of the City of Spokane that its responses to homelessness will be undertaken in accordance with the following principles, without exception.
1. In all responses, a region-wide approach is the starting point and all regional stakeholders – government, nonprofit, and for-profit sectors – will be involved in the formation of response policy.
  2. The City Council, as a body or through its members, as the Council determines, will be actively, continuously, and directly involved in all aspects of the formation of policy and direction in response to homelessness in our community, without exception.
  3. All housing for people experiencing homelessness in Spokane, and funded with any dollars either originating with or passing through the City of Spokane, will be low- or no-barrier shelter, to implement the Housing First strategy.
  4. The City shall not reduce shelter or warming center capacity (whether measured by beds, square feet, locations, or by any other capacity measure) without first having in place an agreed, published, and publicly-disseminated plan which is compliant with the principles established in this section and which provides equivalent capacity or it is demonstrated that the amount of capacity being reduced is no longer needed based on vacant space for at least two weeks so there is no gap in service to people in our community who are experiencing homelessness.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date