

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised Proclamation 20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **January 3, 2022**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session 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 **1-408-418-9388** and entering the access code **2485 018 9050** for the 3:30 p.m. Briefing Session or **2482 308 0759** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

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

Sign up to give testimony on legislative items and during Open Forum at **<https://forms.gle/Vd7n381x3seaL1NW6>**. You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, January 3, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's 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.

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

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, 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's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

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

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, 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 solely 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 at the discretion of the Council President:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 3, 2022

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER 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**



## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## 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. Purchases of miscellaneous waterworks products in support of the 2022 service season from:  | Approve<br>All | BID 5546-21   |
| a. Core & Main (Spokane Valley, WA) for Item 3: Restrained Glands, Item 6: Copper Pipe, Item 8: Ductile Iron Pipe, and Item 11: Hydrant Parts—\$593,688.56 (incl. tax).  |                | OPR 2022-0003 |
| b. HD Fowler Company (Spokane Valley, WA) for Item 1: Couplings, Item 2: Repair Clamps, Item 4: Tapping Sleeves, Item 5: Ductile Iron Fittings, Item 9: Gaskets, Item 12: Air Valves, and Item 13: Check Valves—\$139,128.18 (incl tax). |                | OPR 2022-0004 |
| c. M&L Supply Company (Spokane, WA) for Item 7: HDPE Pipe and Item 10: All Thread—\$3,438.46 (incl. tax).  |                | OPR 2022-0005 |

Total purchase value across all suppliers: \$736,255.19 (incl. tax). (Council Sponsor: Council President Beggs)

**Loren Searl**

- |     |   |         |                              |
|-----|---|---------|------------------------------|
| 2.  | Value Blanket with Metal & Cable Corp, Inc. (Twinsburg, OH) for the purchase of Magenemount MA30-2 Magnet Mounts on an as-needed basis—\$200,000. (Council Sponsor: Council Member Stratton)<br><b>Loren Searl</b>  | Approve | OPR 2022-0006<br>BID 5544-21 |
| 3.  | Value Blanket with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for the Waste to Energy Facility from January. 1, 2022 through December 31, 2022—annual cost not to exceed \$100,000 (incl. tax). (Council Sponsor: Council President Beggs)<br><b>David Paine</b>      | Approve | OPR 2022-0007<br>RFQ 5541-21 |
| 4.  | Amendment to the Sole Source Value Blanket with Dresser Rand Company (Seattle, WA) for the purchase of turbine generator overhaul parts from March 1, 2021 through February 28, 2023—additional amount not to exceed \$500,000 (plus tax). (Council Sponsor: Council President Beggs)<br><b>David Paine</b> | Approve | OPR 2021-0150                |
| 5.  | Five-Year Value Blanket Order with Coleman Oil for bulk gas and diesel fuels for various city-owned fueling sites—estimated annual cost \$15,000,000 (incl. tax) (Council Sponsor: Council President Beggs)<br><b>Adam Russell</b>  | Approve | OPR 2022-0008<br>ITB 5531-21 |
| 6.  | Low Bid of Landmark Structures I, L.P. (Fort Worth, TX) for the SIA Additional Reservoir—\$13,270,000. An administrative reserve of \$1,327,000, which is 10% of the contract price, will be set aside. (West Hills Neighborhood) (Council Sponsor: Council President Beggs)<br><b>Dan Buller</b>           | Approve | OPR 2022-0009<br>ENG 2018050 |
| 7.  | Contract Extension No. 2 of 4 with Desimone Consulting Group (Seattle, WA) for Federal Lobbying Services—\$80,000. (Council Sponsor: Council President Beggs)<br><b>Council President Beggs</b>   | Approve | OPR 2020-0506                |
| 8.  | Contract with Spokane COPS to help identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes—\$50,000. (Council Sponsor: Council President Beggs)<br><b>Cendy Ortiz</b>   | Approve | OPR 2022-0010                |
| 9.  | Five-Year Interlocal Agreement with Spokane County for Detention Services/Geiger Work Crew Services. (Council Sponsor: Council Member Stratton)<br><b>Thea Prince</b>   | Approve | OPR 2022-0012                |
| 10. | Fourth Amendment to the City of Spokane Universal Transit Access Pass Agreement (U-TAP)—\$31,426.   | Approve | OPR 2017-0727                |

(Council Sponsors: Council Members Stratton and Wilkerson)

**Meghann Steinolfson**

- |   |                              |               |
|---|------------------------------|---------------|
| 11. Report of the Mayor of pending:   | Approve & Authorize Payments | CPR 2021-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 10, 2021, total \$11,554,151.61, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,031,647.26. |                              |               |
| b. Claims and payments of previously approved obligations, including those of Parks and Library, through December 17, 2021, total \$13,206,457.43, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,911,710.45. |                              | CPR 2021-0002 |
| c. Payroll claims of previously approved obligations through December 11, 2021: \$7,274,880.05.   |                              | CPR 2021-0003 |
| d. Payroll claims of previously approved obligations through _____, 2021: \$ _____.   |                              | CPR 2021-0003 |
| 12. City Council Meeting Minutes: December 13, 2021.  | Approve All                  | CPR 2021-0013 |

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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)

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Health Sciences and Services Authority: One Reappointment	Confirm	CPR 2017-0033
Design Review Board: One Reappointment	Confirm	CPR 1993-0069
Arts Commission: Three Reappointments	Confirm	CPR 1981-0043
Lodging Tax Advisory Committee: One Reappointment	Confirm	CPR 2000-0031
Plan Commission: One Reappointment	Confirm	CPR 1981-0295
Historic Landmarks Commission: Four Reappointments	Confirm	CPR 1981-0122

## 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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## LEGISLATIVE AGENDA

## **SPECIAL BUDGET ORDINANCE**

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36163 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**American Rescue Plan Fund**

**1) Increase appropriation by \$14,045,000:**

**A) \$6,000,000 for affordable housing projects in the city.**

**B) \$2,000,000 for a down payment assistance program for first-time homeowners with incomes below 80 percent of average median income.**

**C) \$1,000,000 for sub-area planning to increase housing along transportation corridors.**

**D) \$300,000 for an eviction legal defense and education program in the city.**

**E) \$1,000,000 for funding to childcare providers.**

**F) \$1,000,000 for employment support in the arts.**

**G) \$1,500,000 for play equipment and bathroom upgrades in city parks, prioritizing parks located in the lowest income census tracts.**

**H) \$400,000 for a construction pre-apprenticeship educational program targeted towards individuals involved in, or at risk of being involved in, the criminal justice system.**

**I) \$300,000 for an Equity Navigator Service to aid the City in ensuring that funds spent will serve our diverse and historically underserved communities to be spent before 12/31/2024.**

**J) \$305,000 for internal financial personnel to be used for the administration and execution of the city's direct aid share of the American Rescue Plan Act funding to be spent before 12/31/2024.**

**K) \$120,000 for services to be rendered from an outside firm to ensure the City is approving appropriately eligible projects/programs within the guidance set forth by the US Department of Treasury to be spent before 12/31/2024**

**L) \$120,000 solely for Community Engagement and Project Coordinator personnel to assist Council and Administration in the American Recovery Plan Act spending.**

(This action arises from the need to provide appropriation authority for "first-out" funding supporting housing, employment, a COVID-19 safe community, and administration support.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

**Matt Boston**

**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0001 Establishing year-long 20 mph speed limits on streets adjacent to certain parks (as identified in the addendum on file in the City Clerk's Office), after the expiration of a two-year pilot project. (Council Sponsors: Council Members Kinnear and Cathcart)  
**Council Member Kinnear**
- RES 2022-0002 Establishing a year-long 30 mph speed limit along High Drive after the expiration of a two-year pilot project. (Council Sponsors: Council Members Kinnear and Cathcart)  
**Council Member Kinnear**
- RES 2022-0003 Setting Hearing before the City Council for February 7, 2022, for the vacation of various right-of-ways in the plat of North Minnehaha as requested by LB Stone Properties. (Council Sponsor: Council Member Cathcart)  
**Eldon Brown**
- RES 2022-0004 Setting Hearing before the City Council for February 7, 2022, for the vacation of the alley between Pacific and Second, from Sherman to Sheridan, as requested by Bob Cooke. (Council Sponsor: Council Member Cathcart)  
**Eldon Brown**
- RES 2022-0005 Sole Source Resolution declaring Hydromax USA as a sole source provider for the condition assessment of 2.2 miles of pipeline for the City Water Dept's Havana Transmission Main and authorizing the City to enter into a contract—not to exceed \$100,000 (incl. tax if applicable). (Council Sponsor: Council President Beggs)  
**James Sakamoto**
- RES 2022-0006 Approving Settlement Agreement and General Release of all Claims of Neil Johnson for \$108,396.48 agreed to by the parties. (Council Sponsor: Council President Beggs)  
**Sam Faggiano**
- ORD C35924 Granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA. (Tabled during the May 3, 2021, Legislative Session) (Council Sponsor: Council Member Cathcart)  
**Tim Szambelan**



## **FIRST READING ORDINANCE**

**ORD C36137**      Relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)

**Kris Becker**

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for January 03, 2022**  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

## **ADJOURNMENT**

The January 3, 2022, Regular Legislative Session of the City Council is adjourned to January 10, 2022.

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## **NOTES**

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

01/03/2022

**Date Rec'd**

12/17/2021

**Clerk's File #**

OPR 2022-0003

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 625-7851

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

4100 MISCELLANEOUS WATERWORKS PRODUCTS

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

5546-21

**Requisition #**

2022 FUNDS

**Agenda Wording**

Purchase of Miscellaneous Waterworks Products in support of the 2022 service season. Total purchase value across all suppliers: \$736,255.19 including sales tax. (Core & Main)

**Summary (Background)**

Sealed bids were accepted through the City's electronic bidding portal between 11/12/2021 and 12/13/2021 to support the Water department's 2022 construction and maintenance season. Four bids were received itemizing costs across thirteen product categories. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category as follows: Core & Main (Spokane Valley, WA) - Item 3: Restrained Glands, Item 6: Copper Pipe,

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 736,255.19

# 4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

**Study Session\Other**

Urban Experience

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Council President Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA



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

**Agenda Wording**

**Summary (Background)**

Item 8: Ductile Iron Pipe, Item 11: Hydrant Parts (\$593,688.56); HD Fowler Company (Spokane Valley, WA) - Item 1: Couplings, Item 2: Repair Clamps, Item 4: Tapping Sleeves, Item 5: Ductile Iron Fittings, Item 9: Gaskets, Item 12: Air Valves, Item 13: Check Valves (\$139,128.18); M&L Supply Company (Spokane, WA) - Item 7: HDPE Pipe, Item 10: All Thread (\$3,438.46).

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Purchase of Miscellaneous Waterworks Products
<b>Date:</b>	13 December 2021
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , ext. 7901
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<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)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2022 construction/repair season. Significant possible lead times are reported by potential suppliers.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders will support efficient and competitive procurement of the known products required to support 2022's construction/repair projects for water service throughout the City of Spokane.
<b>Background/History:</b> On November 12, 2021, Invitation for Bids #5546-21 for Miscellaneous Waterworks Products was issued to 84 contacts via the City's electronic bidding portal in support of the 2022 service season. Bids are due on December 13, 2021 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.	
<b>Executive Summary:</b> <i>Award of items competed on Bid #5546-21 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories. Total spend is estimated not to exceed \$500,000.00 including sales tax.</i> <ul style="list-style-type: none"> <li>○ Couplings</li> <li>○ Repair Clamps</li> <li>○ Restrained Glands</li> <li>○ Tapping Sleeves</li> <li>○ Ductile Iron Fittings</li> <li>○ Copper Pipe</li> <li>○ HDPE Pipe</li> <li>○ Ductile Iron Pipe</li> <li>○ Gaskets</li> <li>○ All Thread</li> <li>○ Hydrant Parts</li> <li>○ Air Valves</li> <li>○ Check Valves</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: N/A		
Other budget impacts: None		
<u>Operations Impact:</u>		
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: None		
Known challenges/barriers: None		

Bid #5546-21				CONSOLIDATED SUPPLY		CORE & MAIN		HD FOWLER CO.		M&L SUPPLY CO. INC.	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	COUPLINGS		ROMAC 511		ROMAC		ROMAC		ROMAC		
	20	#C3404-3/4 - 3/4"	\$ 54.48	\$ 1,089.60	\$ 50.47	\$ 1,009.40	\$ 37.40	\$ 748.00			
	4	#C3431-06 - 6"	\$ 235.99	\$ 943.96	\$ 218.60	\$ 874.40	\$ 136.35	\$ 545.40			
	3	#C3432-06 - TRANS. 6"	\$ 235.99	\$ 707.97	\$ 218.60	\$ 655.80	\$ 136.35	\$ 409.05			
	TOTAL ITEM 1		\$ 2,741.53	\$ 60	\$ 2,539.60	\$ 45	\$ 1,702.45	NO BID			
2	REPAIR CLAMPS		ROMAC 516		ROMAC		ROMAC		ROMAC		
	10	#C2312-06 - BELL JOINT LEAK 6"	\$ 315.08	\$ 3,150.80	\$ 291.87	\$ 2,918.70	\$ 226.20	\$ 2,262.00			
	4	#C2312-08 - BELL JOINT LEAK 8"	\$ 435.38	\$ 1,741.52	\$ 403.30	\$ 1,613.20	\$ 312.59	\$ 1,250.36			
	4	#C2312-10 - BELL JOINT LEAK 10"	\$ 547.00	\$ 2,188.00	\$ 506.70	\$ 2,026.80	\$ 375.46	\$ 1,501.84			
	30	#C2411-06 - FULL CIRCLE 6"	\$ 303.93	\$ 9,117.90	\$ 386.80	\$ 11,604.00	\$ 208.00	\$ 6,240.00			
	6	#C2411-08 - FULL CIRCLE 8"	\$ 357.97	\$ 2,147.82	\$ 331.59	\$ 1,989.54	\$ 257.00	\$ 1,542.00			
	3	#C2413-06 - FULL CIRCLE, TAPPED 1" 6"	\$ 369.65	\$ 1,108.95	\$ 145.28	\$ 435.84	\$ 105.50	\$ 316.50			
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	\$ 50.31	\$ 251.55	\$ 46.09	\$ 230.45	\$ 36.10	\$ 180.50			
	9	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	\$ 106.53	\$ 958.77	\$ 98.48	\$ 886.32	\$ 76.48	\$ 688.32			
	2	#C2481-1-01/2x3 - FULL CIRCLE 1-1/2" x 3"	\$ 56.06	\$ 112.12	\$ 51.93	\$ 103.86	\$ 40.25	\$ 80.50			
	3	#C2481-1-01/2x6 - FULL CIRCLE 1-1/2" x 6"	\$ 110.73	\$ 332.19	\$ 102.57	\$ 307.71	\$ 79.50	\$ 238.50			
	5	#C2481-2x6 - FULL CIRCLE 2" x 6"	\$ 113.81	\$ 569.05	\$ 104.33	\$ 521.65	\$ 81.70	\$ 408.50			
	TOTAL ITEM 2		\$ 21,678.67	\$ 90	\$ 22,638.07	\$ 45	\$ 14,709.02	NO BID			
	3	RESTRAINED GLANDS		ROMAC FTS420		ROMAC		ROMAC		ROMAC	
		100	#GL1000-04 - MJ RESTRAINT KIT 4"	\$ 44.57	\$ 4,457.00	\$ 36.90	\$ 3,690.00	\$ 38.52	\$ 3,852.00		
480		#GL1000-06 - MJ RESTRAINT KIT 6"	\$ 55.62	\$ 26,697.60	\$ 46.52	\$ 22,329.60	\$ 47.25	\$ 22,680.00			
80		#GL1000-08 - MJ RESTRAINT KIT 8"	\$ 73.53	\$ 5,882.40	\$ 62.12	\$ 4,969.60	\$ 64.85	\$ 5,188.00			
140		#GL1000-12 - MJ RESTRAINT KIT 12"	\$ 136.86	\$ 19,160.40	\$ 117.28	\$ 16,419.20	\$ 120.40	\$ 16,856.00			
20		#GL1000-18 - MJ RESTRAINT KIT 18"	\$ 302.92	\$ 6,058.40	\$ 261.88	\$ 5,237.60	\$ 261.80	\$ 5,236.00			
20		#GL1000-24 - MJ RESTRAINT KIT 24"	\$ 501.35	\$ 10,027.00	\$ 434.68	\$ 8,693.60	\$ 448.80	\$ 8,976.00			
12		#GL1000-30 - MJ RESTRAINT KIT 30"	\$ 1,174.88	\$ 14,098.56	\$ 1,021.19	\$ 12,254.28	\$ 1,054.00	\$ 12,648.00			
TOTAL ITEM 3		\$ 86,381.36	\$ 75	\$ 73,593.88	\$ 45	\$ 75,436.00	NO BID				
4		TAPPING SLEEVES		ROMAC FTS420		ROMAC		ROMAC		ROMAC	
		3	#S2304-06x04 - FABRICATED STEEL 6" x 4"	\$ 892.75	\$ 2,678.25	\$ 826.97	\$ 2,480.91	\$ 606.13	\$ 1,818.39		
		3	#S2304-08x06 - FABRICATED STEEL 8" x 6"	\$ 1,036.27	\$ 3,108.81	\$ 959.92	\$ 2,879.76	\$ 703.57	\$ 2,110.71		
	1	#S2304-16x04 - FABRICATED STEEL 16" x 4"	\$ 1,114.83	\$ 1,114.83	\$ 1,032.69	\$ 1,032.69	\$ 756.90	\$ 756.90			
	2	#S2304-18x06 - FABRICATED STEEL 18" x 6"	\$ 1,233.94	\$ 2,467.88	\$ 1,143.03	\$ 2,286.06	\$ 811.30	\$ 1,622.60			
	1	#S2304-18x08 - FABRICATED STEEL 18" x 8"	\$ 1,534.25	\$ 1,534.25	\$ 1,421.21	\$ 1,421.21	\$ 1,008.70	\$ 1,008.70			
	5	#S2304-24x06 - FABRICATED STEEL 24" x 6"	\$ 1,475.00	\$ 7,375.00	\$ 1,366.32	\$ 6,831.60	\$ 969.80	\$ 4,849.00			
	1	#S2304-36x12 - FABRICATED STEEL 36" x 12"	\$ 3,362.80	\$ 3,362.80	\$ 3,115.02	\$ 3,115.02	\$ 2,188.00	\$ 2,188.00			
	12	#S2306-06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6"	\$ 1,076.71	\$ 12,920.52	\$ 681.58	\$ 8,178.96	\$ 729.00	\$ 8,748.00			
	5	#S2306-12x12 - STAINLESS STEEL FULL CIRCLE 12" x 12"	\$ 2,680.01	\$ 13,400.05	\$ 2,482.54	\$ 12,412.70	\$ 1,819.00	\$ 9,095.00			
	TOTAL ITEM 4		\$ 47,962.39	\$ 60	\$ 40,638.91	\$ 45	\$ 32,197.30	NO BID			
	5	DUCTILE IRON FITTINGS		JMF		JMF		CAMBRIDGE		CAMBRIDGE	
4		#B2342-04 - BEND, MJ 22-1/2" 4"	\$ 52.00	\$ 208.00	\$ 52.00	\$ 208.00	\$ 51.43	\$ 205.72			
7		#B2344-04 - BEND, MJ 45" 4"	\$ 55.00	\$ 385.00	\$ 55.00	\$ 385.00	\$ 54.40	\$ 380.80			
30		#B2344-06 - BEND, MJ 45" 6"	\$ 87.50	\$ 2,625.00	\$ 87.50	\$ 2,625.00	\$ 86.54	\$ 2,596.20			
12		#B2344-08 - BEND, MJ 45" 8"	\$ 127.50	\$ 1,530.00	\$ 127.50	\$ 1,530.00	\$ 126.10	\$ 1,513.20			
8		#B2344-12 - BEND, MJ 45" 12"	\$ 275.00	\$ 2,200.00	\$ 275.00	\$ 2,200.00	\$ 271.98	\$ 2,175.84			
10		#B2349-04 - BEND, MJ 90" 4"	\$ 66.00	\$ 660.00	\$ 66.00	\$ 660.00	\$ 65.27	\$ 652.70			
10		#B2349-06 - BEND, MJ 90" 6"	\$ 108.00	\$ 1,080.00	\$ 108.00	\$ 1,080.00	\$ 106.81	\$ 1,068.10			
4		#B2349-08 - BEND, MJ 90" 8"	\$ 156.00	\$ 624.00	\$ 156.00	\$ 624.00	\$ 154.29	\$ 617.16			
5		#B2379-04 - BEND, MJ x FLANGE 90" 4"	\$ 75.50	\$ 377.50	\$ 75.50	\$ 377.50	\$ 74.67	\$ 373.35			
5		#B2379-06 - BEND, MJ x FLANGE 90" 6"	\$ 132.50	\$ 662.50	\$ 132.50	\$ 662.50	\$ 131.04	\$ 655.20			
5		#C3372-04 - ADAPTER, MJ x FL 4"	\$ 63.00	\$ 315.00	\$ 63.00	\$ 315.00	\$ 62.31	\$ 311.55			
30		#C3372-06 - ADAPTER, MJ x FL 6"	\$ 86.50	\$ 2,595.00	\$ 86.50	\$ 2,595.00	\$ 84.50	\$ 2,535.00			
5		#C3372-08 - ADAPTER, MJ x FL 8"	\$ 130.00	\$ 650.00	\$ 130.00	\$ 650.00	\$ 128.57	\$ 642.85			
5		#C3372-12 - ADAPTER, MJ x FL 12"	\$ 288.50	\$ 1,442.50	\$ 288.50	\$ 1,442.50	\$ 285.33	\$ 1,426.65			
8		#C1344-06 - CAP, TAPPED 2", MJ 6"	\$ 70.50	\$ 564.00	\$ 70.50	\$ 564.00	\$ 68.57	\$ 692.56			
7		#P2341-06 - PLUG SOLID, MJ 6"	\$ 58.00	\$ 406.00	\$ 58.00	\$ 406.00	\$ 57.30	\$ 401.10			
2		#P2341-08 - PLUG SOLID, MJ 8"	\$ 85.80	\$ 171.60	\$ 85.50	\$ 171.00	\$ 84.50	\$ 169.00			
3		#R1340-08x06 - REDUCER, MJ 8" x 6"	\$ 91.50	\$ 274.50	\$ 91.50	\$ 274.50	\$ 90.49	\$ 271.47			
2		#R1340-12x08 - REDUCER, MJ 12" x 8"	\$ 157.50	\$ 315.00	\$ 157.50	\$ 315.00	\$ 155.77	\$ 311.54			
3		#R1360-12x06 - REDUCER, FL x FL 12" x 6"	\$ 407.50	\$ 1,222.50	\$ 407.50	\$ 1,222.50	\$ 152.80	\$ 458.40			
6		#R1361-04x03 - REDUCER, MJ x FL 4" x 3"	\$ 116.50	\$ 699.00	\$ 84.87	\$ 509.22	\$ 231.10	\$ 1,386.60			
2		#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	\$ 185.50	\$ 371.00	\$ 116.86	\$ 233.72	\$ 183.46	\$ 366.92			
2		#R1361-08x06 - REDUCER, MJ x FL 8" x 6"	\$ 263.00	\$ 526.00	\$ 164.83	\$ 329.66	\$ 260.11	\$ 520.22			
10		#S2341-04 - LONG SLEEVE, MJ 4"	\$ 58.50	\$ 585.00	\$ 58.50	\$ 585.00	\$ 57.86	\$ 578.60			
50		#S2341-06 - LONG SLEEVE, MJ 6"	\$ 98.00	\$ 4,900.00	\$ 98.00	\$ 4,900.00	\$ 95.00	\$ 4,750.00			
10		#S2341-08 - LONG SLEEVE, MJ 8"	\$ 157.50	\$ 1,575.00	\$ 157.50	\$ 1,575.00	\$ 155.77	\$ 1,557.70			
4		#S2341-10 - LONG SLEEVE, MJ 10"	\$ 188.50	\$ 754.00	\$ 188.50	\$ 754.00	\$ 186.43	\$ 745.72			
20		#S2341-12 - LONG SLEEVE, MJ 12"	\$ 253.50	\$ 5,070.00	\$ 253.50	\$ 5,070.00	\$ 250.71	\$ 5,014.20			
2		#S2341-18 - LONG SLEEVE, MJ 18"	\$ 639.00	\$ 1,278.00	\$ 639.00	\$ 1,278.00	\$ 631.95	\$ 1,263.90			
2		#S2341-24 - LONG SLEEVE, MJ 24"	\$ 1,015.50	\$ 2,031.00	\$ 1,015.50	\$ 2,031.00	\$ 1,004.34	\$ 2,008.68			
3		#S2341-36 - LONG SLEEVE, MJ 36"	\$ 2,985.00	\$ 8,955.00	\$ 2,985.00	\$ 8,955.00	\$ 2,952.20	\$ 8,856.60			
3	#T1340-06x06x04 - TEE, MJ 6" x 6" x 4"	\$ 144.00	\$ 432.00	\$ 144.00	\$ 432.00	\$ 142.42	\$ 427.26				
12	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00	\$ 153.30	\$ 1,839.60				
2	#T1340-08x08x04 - TEE, MJ 8" x 8" x 4"	\$ 167.50	\$ 335.00	\$ 167.50	\$ 335.00	\$ 165.66	\$ 331.32				
3	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	\$ 192.00	\$ 576.00	\$ 192.00	\$ 576.00	\$ 189.89	\$ 569.67				
5	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	\$ 313.50	\$ 1,567.50	\$ 313.50	\$ 1,567.50	\$ 310.05	\$ 1,550.25				
2	#T1340-24x24x24 - TEE, MJ 24" x 24" x 24"	\$ 2,152.50	\$ 4,305.00	\$ 2,152.50	\$ 4,305.00	\$ 2,060.90	\$ 4,121.80				
1	#T1340-36x36x24 - TEE, MJ 36" x 36" x 24"	\$ 4,967.50	\$ 4,967.50	\$ 6,547.00	\$ 6,547.00	\$ 4,756.00	\$ 4,756.00				
3	#T1341-06x06x02 - TEE, MJ x TAPPED 2" 6" x 6" x 2"	\$ 130.00	\$ 390.00	\$ 130.00	\$ 390.00	\$ 128.57	\$ 385.71				
1	#T1360-04x04x04 - TEE, FL 4" x 4" x 4"	\$ 221.50	\$ 221.50	\$ 221.50	\$ 221.50	\$ 219.07	\$ 219.07				
4	#C3374-04 - BLIND FLANGE, TAP 2" 4"	\$ 82.00	\$ 328.00	\$ 82.00	\$ 328.00	\$ 81.10	\$ 324.40				
5	#C3374-06 - BLIND FLANGE, TAP 2" 6"	\$ 111.50	\$ 557.50	\$ 111.50	\$ 557.50	\$ 110.27	\$ 551.35				
2	#C3374-08 - BLIND FLANGE, TAP 2" 8"	\$ 169.00	\$ 338.00	\$ 169.00	\$ 338.00	\$ 165.30	\$ 330.60				
TOTAL ITEM 5		\$ 60,330.10	\$ 130	\$ 61,985.60	\$ 150	\$ 59,914.56	NO BID				
6	COPPER PIPE		JMF		JMF		CAMBRIDGE		UNSPECIFIED		
	13,200	#P1100-03/4 - 3/4" - 60' ROLLS			\$ 5.26	\$ 69,432.00	\$ 5.96	\$ 78,672.00	\$ 5.3268	\$ 70,313.76	
	400	#P1100-03/4 - 3/4" - 100' ROLLS			\$ 5.26	\$ 2,104.00	\$ 5.96	\$ 2,384.00	\$ 5.3268	\$ 2,130.72	
	38,400	#P1100-1 - 1" - 60' ROLLS			\$ 6.96	\$ 267,264.00	\$ 7.92	\$ 304,128.00	\$ 7.0661	\$ 271,338.24	
	400	#P1100-1 - 1" - 100' ROLLS			\$ 6.96	\$ 2,784.00	\$ 7.92	\$ 3,168.00	\$ 7.0661	\$ 2,826.44	
TOTAL ITEM 6		NO BID	\$ 60	\$ 341,584.00	\$ 250	\$ 388,352.00	346,609.16				
7	HDPE PIPE		INTERSTATE PLASTICS SUPER SERVICE PE								

	648	#P1300-08 - 8"		\$	27.34	\$	17,716.32	\$	26.20	\$	16,977.60	\$	25.70	\$	16,653.60		
	648	#P1300-12 - 12"		\$	45.09	\$	29,218.32	\$	43.22	\$	28,006.56	\$	42.30	\$	27,410.40		
	TOTAL ITEM 8		\$		\$	120,606.66	\$		\$	115,576.92	\$		\$	113,317.20		NO BID	
							120				30				120		
9	GASKETS					FIELD LOK				MCWANE				US PIPE			
	50	#G1000-06 - TJ RESTRAINT 6"		\$	57.33	\$	2,866.50	\$	73.18	\$	3,659.00	\$	56.30	\$	2,815.00		
	20	#G1000-12 - TJ RESTRAINT 12"		\$	112.77	\$	2,255.40	\$	143.95	\$	2,879.00	\$	112.70	\$	2,254.00		
			</														

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

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

01/03/2022

**Date Rec'd**

12/17/2021

**Clerk's File #**

OPR 2022-0004

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 625-7851

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

4100 MISCELLANEOUS WATERWORKS PRODUCTS

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

5546-21

**Requisition #**

2022 FUNDS

**Agenda Wording**

Purchase of Miscellaneous Waterworks Products in support of the 2022 service season. Total purchase value across all suppliers: \$736,255.19 including sales tax. (HD Fowler Company)

**Summary (Background)**

Sealed bids were accepted through the City's electronic bidding portal between 11/12/2021 and 12/13/2021 to support the Water department's 2022 construction and maintenance season. Four bids were received itemizing costs across thirteen product categories. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category as follows: Core & Main (Spokane Valley, WA) - Item 3: Restrained Glands, Item 6: Copper Pipe,

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 736,255.19

# 4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

**Study Session\Other**

Urban Experience

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Council President Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA





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

**Agenda Wording**

**Summary (Background)**

Item 8: Ductile Iron Pipe, Item 11: Hydrant Parts (\$593,688.56); HD Fowler Company (Spokane Valley, WA) - Item 1: Couplings, Item 2: Repair Clamps, Item 4: Tapping Sleeves, Item 5: Ductile Iron Fittings, Item 9: Gaskets, Item 12: Air Valves, Item 13: Check Valves (\$139,128.18); M&L Supply Company (Spokane, WA) - Item 7: HDPE Pipe, Item 10: All Thread (\$3,438.46).

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Purchase of Miscellaneous Waterworks Products
<b>Date:</b>	13 December 2021
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , ext. 7901
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<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)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2022 construction/repair season. Significant possible lead times are reported by potential suppliers.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders will support efficient and competitive procurement of the known products required to support 2022's construction/repair projects for water service throughout the City of Spokane.
<b>Background/History:</b> On November 12, 2021, Invitation for Bids #5546-21 for Miscellaneous Waterworks Products was issued to 84 contacts via the City's electronic bidding portal in support of the 2022 service season. Bids are due on December 13, 2021 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.	
<b>Executive Summary:</b> <i>Award of items competed on Bid #5546-21 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories. Total spend is estimated not to exceed \$500,000.00 including sales tax.</i> <ul style="list-style-type: none"> <li>○ Couplings</li> <li>○ Repair Clamps</li> <li>○ Restrained Glands</li> <li>○ Tapping Sleeves</li> <li>○ Ductile Iron Fittings</li> <li>○ Copper Pipe</li> <li>○ HDPE Pipe</li> <li>○ Ductile Iron Pipe</li> <li>○ Gaskets</li> <li>○ All Thread</li> <li>○ Hydrant Parts</li> <li>○ Air Valves</li> <li>○ Check Valves</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: N/A		
Other budget impacts: None		
<u>Operations Impact:</u>		
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: None		
Known challenges/barriers: None		

Bid #5546-21				CONSOLIDATED SUPPLY		CORE & MAIN		HD FOWLER CO.		M&L SUPPLY CO. INC.	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	COUPLINGS		ROMAC S11		ROMAC		ROMAC				
	20	#C3404-3/4 - 3/4"	54.48	1,089.60	50.47	1,009.40	37.40	748.00			
	4	#C3431-06 - 6"	235.99	943.96	218.60	874.40	136.35	545.40			
	3	#C3432-06 - TRANS. 6"	235.99	707.97	218.60	655.80	136.35	409.05			
	TOTAL ITEM 1		2,741.53		2,539.60		1,702.45		NO BID		
LEAD TIME		60		45		50					
2	REPAIR CLAMPS		ROMAC S16		ROMAC		ROMAC				
	10	#C2312-06 - BELL JOINT LEAK 6"	315.08	3,150.80	291.87	2,918.70	226.20	2,262.00			
	4	#C2312-08 - BELL JOINT LEAK 8"	435.38	1,741.52	403.30	1,613.20	312.59	1,250.36			
	4	#C2312-10 - BELL JOINT LEAK 10"	547.00	2,188.00	506.70	2,026.80	375.46	1,501.84			
	30	#C2411-06 - FULL CIRCLE 6"	303.93	9,117.90	386.80	11,604.00	208.00	6,240.00			
	6	#C2411-08 - FULL CIRCLE 8"	357.97	2,147.82	331.59	1,989.54	257.00	1,542.00			
	3	#C2413-06 - FULL CIRCLE, TAPPED 1" 6"	369.65	1,108.95	145.28	435.84	105.50	316.50			
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	50.31	251.55	46.09	230.45	36.10	180.50			
	9	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	106.53	958.77	98.48	886.32	76.48	688.32			
	2	#C2481-1-01/2x3 - FULL CIRCLE 1-1/2" x 3"	56.06	112.12	51.93	103.86	40.25	80.50			
	3	#C2481-1-01/2x6 - FULL CIRCLE 1-1/2" x 6"	110.73	332.19	102.57	307.71	79.50	238.50			
	5	#C2481-2x6 - FULL CIRCLE 2" x 6"	113.81	569.05	104.33	521.65	81.70	408.50			
	TOTAL ITEM 2		21,678.67		22,638.07		14,709.02		NO BID		
	LEAD TIME		90		45		50				
	3	RESTRAINED GLANDS									
		100	#GL1000-04 - MJ RESTRAINT KIT 4"	44.57	4,457.00	36.90	3,690.00	38.52	3,852.00		
		480	#GL1000-06 - MJ RESTRAINT KIT 6"	55.62	26,697.60	46.52	22,329.60	47.25	22,680.00		
80		#GL1000-08 - MJ RESTRAINT KIT 8"	73.53	5,882.40	62.12	4,969.60	64.85	5,188.00			
140		#GL1000-12 - MJ RESTRAINT KIT 12"	136.86	19,160.40	117.28	16,419.20	120.40	16,856.00			
20		#GL1000-18 - MJ RESTRAINT KIT 18"	302.92	6,058.40	261.88	5,237.60	261.80	5,236.00			
20		#GL1000-24 - MJ RESTRAINT KIT 24"	501.35	10,027.00	434.68	8,693.60	448.80	8,976.00			
12		#GL1000-30 - MJ RESTRAINT KIT 30"	1,174.88	14,098.56	1,021.19	12,254.28	1,054.00	12,648.00			
TOTAL ITEM 3		86,381.36		73,593.88		75,436.00		NO BID			
LEAD TIME		75		45		220					
4		TAPPING SLEEVES		ROMAC FTS420		ROMAC		ROMAC			
		3	#S2304-06x04 - FABRICATED STEEL 6" x 4"	892.75	2,678.25	826.97	2,480.91	606.13	1,818.39		
		3	#S2304-08x06 - FABRICATED STEEL 8" x 6"	1,036.27	3,108.81	959.92	2,879.76	703.57	2,110.71		
	1	#S2304-16x04 - FABRICATED STEEL 16" x 4"	1,114.83	1,114.83	1,032.69	1,032.69	756.90	756.90			
	2	#S2304-18x06 - FABRICATED STEEL 18" x 6"	1,233.94	2,467.88	1,143.03	2,286.06	811.30	1,622.60			
	1	#S2304-18x08 - FABRICATED STEEL 18" x 8"	1,534.25	1,534.25	1,421.21	1,421.21	1,008.70	1,008.70			
	5	#S2304-24x06 - FABRICATED STEEL 24" x 6"	1,475.00	7,375.00	1,366.32	6,831.60	969.80	4,849.00			
	1	#S2304-36x12 - FABRICATED STEEL 36" x 12"	3,362.80	3,362.80	3,115.02	3,115.02	2,188.00	2,188.00			
	12	#S2306-06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6"	1,076.71	12,920.52	681.58	8,178.96	729.00	8,748.00			
	5	#S2306-12x12 - STAINLESS STEEL FULL CIRCLE 12" x 12"	2,680.01	13,400.05	2,482.54	12,412.70	1,819.00	9,095.00			
	TOTAL ITEM 4		47,962.39		40,638.91		32,197.30		NO BID		
	LEAD TIME		60		45		50				
5	DUCTILE IRON FITTINGS										
	4	#B2342-04 - BEND, MJ 22-1/2" 4"	52.00	208.00	52.00	208.00	51.43	205.72			
	7	#B2344-04 - BEND, MJ 45" 4"	55.00	385.00	55.00	385.00	54.40	380.80			
	30	#B2344-06 - BEND, MJ 45" 6"	87.50	2,625.00	87.50	2,625.00	86.54	2,596.20			
	12	#B2344-08 - BEND, MJ 45" 8"	127.50	1,530.00	127.50	1,530.00	126.10	1,513.20			
	8	#B2344-12 - BEND, MJ 45" 12"	275.00	2,200.00	275.00	2,200.00	271.98	2,175.84			
	10	#B2349-04 - BEND, MJ 90" 4"	66.00	660.00	66.00	660.00	65.27	652.70			
	10	#B2349-06 - BEND, MJ 90" 6"	108.00	1,080.00	108.00	1,080.00	106.81	1,068.10			
	4	#B2349-08 - BEND, MJ 90" 8"	156.00	624.00	156.00	624.00	154.29	617.16			
	5	#B2379-04 - BEND, MJ x FLANGE 90" 4"	75.50	377.50	75.50	377.50	74.67	373.35			
	5	#B2379-06 - BEND, MJ x FLANGE 90" 6"	132.50	662.50	132.50	662.50	131.04	655.20			
	5	#C3372-04 - ADAPTER, MJ x FL 4"	63.00	315.00	63.00	315.00	62.31	311.55			
	30	#C3372-06 - ADAPTER, MJ x FL 6"	86.50	2,595.00	86.50	2,595.00	84.50	2,535.00			
	5	#C3372-08 - ADAPTER, MJ x FL 8"	130.00	650.00	130.00	650.00	128.57	642.85			
	5	#C3372-12 - ADAPTER, MJ x FL 12"	288.50	1,442.50	288.50	1,442.50	285.33	1,426.65			
	8	#C1344-06 - CAP, TAPPED 2", MJ 6"	70.50	564.00	70.50	564.00	86.57	692.56			
	7	#P2341-06 - PLUG SOLID, MJ 6"	58.00	406.00	58.00	406.00	57.30	401.10			
	2	#P2341-08 - PLUG SOLID, MJ 8"	85.80	171.60	85.50	171.00	84.50	169.00			
	3	#R1340-08x06 - REDUCER, MJ 8" x 6"	91.50	274.50	91.50	274.50	90.49	271.47			
	2	#R1340-12x08 - REDUCER, MJ 12" x 8"	157.50	315.00	157.50	315.00	155.77	311.54			
	3	#R1360-12x06 - REDUCER, FL x FL 12" x 6"	407.50	1,222.50	407.50	1,222.50	152.80	458.40			
	6	#R1361-04x03 - REDUCER, MJ x FL 4" x 3"	116.50	699.00	84.87	509.22	231.10	1,386.60			
	2	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	185.50	371.00	116.86	233.72	183.46	366.92			
	2	#R1361-08x06 - REDUCER, MJ x FL 8" x 6"	263.00	526.00	164.83	329.66	260.11	520.22			
	10	#S2341-04 - LONG SLEEVE, MJ 4"	58.50	585.00	58.50	585.00	57.86	578.60			
	50	#S2341-06 - LONG SLEEVE, MJ 6"	98.00	4,900.00	98.00	4,900.00	95.00	4,750.00			
	10	#S2341-08 - LONG SLEEVE, MJ 8"	157.50	1,575.00	157.50	1,575.00	155.77	1,557.70			
	4	#S2341-10 - LONG SLEEVE, MJ 10"	188.50	754.00	188.50	754.00	186.43	745.72			
	20	#S2341-12 - LONG SLEEVE, MJ 12"	253.50	5,070.00	253.50	5,070.00	250.71	5,014.20			
	2	#S2341-18 - LONG SLEEVE, MJ 18"	639.00	1,278.00	639.00	1,278.00	631.95	1,263.90			
	2	#S2341-24 - LONG SLEEVE, MJ 24"	1,015.50	2,031.00	1,015.50	2,031.00	1,004.34	2,008.68			
	3	#S2341-36 - LONG SLEEVE, MJ 36"	2,985.00	8,955.00	2,985.00	8,955.00	2,952.20	8,856.60			
	3	#T1340-06x06x04 - TEE, MJ 6" x 6" x 4"	144.00	432.00	144.00	432.00	142.42	427.26			
	12	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	155.00	1,860.00	155.00	1,860.00	153.30	1,839.60			
	2	#T1340-08x08x04 - TEE, MJ 8" x 8" x 4"	167.50	335.00	167.50	335.00	165.66	331.32			
	3	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	192.00	576.00	192.00	576.00	189.89	569.67			
	5	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	313.50	1,567.50	313.50	1,567.50	310.05	1,550.25			
	2	#T1340-24x24x24 - TEE, MJ 24" x 24" x 24"	2,152.50	4,305.00	2,152.50	4,305.00	2,060.90	4,121.80			
	1	#T1340-36x36x24 - TEE, MJ 36" x 36" x 24"	4,967.50	4,967.50	6,547.00	6,547.00	4,756.00	4,756.00			
	3	#T1341-06x06x02 - TEE, MJ x TAPPED 2" 6" x 6" x 2"	130.00	390.00	130.00	390.00	128.57	385.71			
	1	#T1360-04x04x04 - TEE, FL 4" x 4" x 4"	221.50	221.50	221.50	221.50	219.07	219.07			
	4	#C3374-04 - BLIND FLANGE, TAP 2" 4"	82.00	328.00	82.00	328.00	81.10	324.40			
5	#C3374-06 - BLIND FLANGE, TAP 2" 6"	111.50	557.50	111.50	557.50	110.27	551.35				
2	#C3374-08 - BLIND FLANGE, TAP 2" 8"	169.00	338.00	169.00	338.00	165.30	330.60				
TOTAL ITEM 5		60,330.10		61,985.60		59,914.56		NO BID			
LEAD TIME		130		150		150					
6	COPPER PIPE				JMF		CAM				

	648	#P1300-08 - 8"		\$	27.34	\$	17,716.32	\$	26.20	\$	16,977.60	\$	25.70	\$	16,653.60				
	648	#P1300-12 - 12"		\$	45.09	\$	29,218.32	\$	43.22	\$	28,006.58	\$	42.30	\$	27,410.40				
	TOTAL ITEM 8		\$		\$	120,606.66	\$		\$	115,576.92	\$		\$	113,317.20		NO BID			
		LEAD TIME					120						30			120			
9	GASKETS					FIELD LOK				MCWANE					US PIPE				
	50	#G1000-06 - TJ RESTRAINT 6"		\$	57.33	\$	2,866.50	\$	73.18	\$	3,659.00	\$	56.30	\$	2,815.00				
	20	#G1000-12 - TJ RESTRAINT 12"		\$	112.77	\$	2,255.40	\$	143.95	\$	2,879.00	\$	112.70	\$	2,254.00				
		TOTAL ITEM 9		\$		\$	5,121.90	\$		\$	6,538.00	\$		\$	5,069.00		NO BID		
		LEAD TIME					90						30			40			
10	ALL THREAD & EYE BOLTS																		
	20	#R3311-01/2 - ALL THREAD ROD 1/2"						\$	1.55	\$	31.00	\$	1.67	\$	33.40	\$	0.893	\$	17.86
	50	#R3311-05/8 - ALL THREAD ROD 5/8"						\$	2.68	\$	134.00	\$	2.55	\$	127.50	\$	1.583	\$	79.15
	180	#R3311-03/4 - ALL THREAD ROD 3/4"						\$	2.44	\$	439.20	\$	3.21	\$	577.80	\$	2.313	\$	416.34
		TOTAL ITEM 10					NO BID	\$		\$	604.20	\$		\$	738.70	\$		\$	513.35
		LEAD TIME											30			60			30
11	HYDRANT PARTS					HARRINGTON				HERRINGTON				HARRINGTON					
	80	#HY-STORZ-NS - STORZ FITTING, STORZ x NH		\$	197.65	\$	15,812.00	\$	173.92	\$	13,913.60	\$	186.00	\$	14,880.00				
		TOTAL ITEM 11		\$		\$	15,812.00	\$		\$	13,913.60	\$		\$	14,880.00				NO BID
		LEAD TIME					60						45			50			
12	AIR VALVES					GA				GA				GA					
	16	#V7221-2 - COMBO, CAST BODY 2"		\$	498.86	\$	7,981.76	\$	523.20	\$	8,371.20	\$	483.00	\$	7,728.00				
		TOTAL ITEM 11		\$		\$	7,981.76	\$		\$	8,371.20	\$		\$	7,728.00				NO BID
		LEAD TIME					60						30			85			
13	CHECK VALVES					APCO				DEZURIK				APCO					
	1	#V2206-06 - WAFER 6"		\$	747.73	\$	747.73	\$	687.06	\$	687.06	\$	733.00	\$	733.00				
	2	#V2206-12 - WAFER 12"		\$	2,852.73	\$	5,705.46	\$	2,917.65	\$	5,835.30	\$	2,793.60	\$	5,587.20				
		TOTAL ITEM 13		\$		\$	6,453.19	\$		\$	6,522.36	\$		\$	6,320.20				NO BID
		LEAD TIME					60						45			85			
TOTAL ITEMS 1-13				\$		\$	378,909.56	\$		\$	697,206.34	\$		\$	723,739.43	\$		\$	349,763.71
9% SALES TAX				\$		\$	34,101.86	\$		\$	62,748.57	\$		\$	64,412.81	\$		\$	31,128.97
GRAND TOTAL				\$		\$	413,011.42	\$		\$	759,954.91	\$		\$	788,152.24	\$		\$	380,892.68

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

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

01/03/2022

**Date Rec'd**

12/17/2021

**Clerk's File #**

OPR 2022-0005

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 625-7851

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

4100 MISCELLANEOUS WATERWORKS PRODUCTS

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

5546-21

**Requisition #**

2022 FUNDS

**Agenda Wording**

Purchase of Miscellaneous Waterworks Products in support of the 2022 service season. Total purchase value across all suppliers: \$736,255.19 including sales tax. (M&L Supply Company)

**Summary (Background)**

Sealed bids were accepted through the City's electronic bidding portal between 11/12/2021 and 12/13/2021 to support the Water department's 2022 construction and maintenance season. Four bids were received itemizing costs across thirteen product categories. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category as follows: Core & Main (Spokane Valley, WA) - Item 3: Restrained Glands, Item 6: Copper Pipe,

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 736,255.19

# 4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

**Study Session\Other**

Urban Experience

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Council President Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA



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

**Agenda Wording**

**Summary (Background)**

Item 8: Ductile Iron Pipe, Item 11: Hydrant Parts (\$593,688.56); HD Fowler Company (Spokane Valley, WA) - Item 1: Couplings, Item 2: Repair Clamps, Item 4: Tapping Sleeves, Item 5: Ductile Iron Fittings, Item 9: Gaskets, Item 12: Air Valves, Item 13: Check Valves (\$139,128.18); M&L Supply Company (Spokane, WA) - Item 7: HDPE Pipe, Item 10: All Thread (\$3,438.46).

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Purchase of Miscellaneous Waterworks Products
<b>Date:</b>	13 December 2021
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , ext. 7901
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<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)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2022 construction/repair season. Significant possible lead times are reported by potential suppliers.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders will support efficient and competitive procurement of the known products required to support 2022's construction/repair projects for water service throughout the City of Spokane.
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<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: N/A		
Other budget impacts: None		
<u>Operations Impact:</u>		
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: None		
Known challenges/barriers: None		

Bid #5546-21				CONSOLIDATED SUPPLY		CORE & MAIN		HD FOWLER CO.		M&L SUPPLY CO. INC.	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	COUPLINGS		ROMAC 511		ROMAC		ROMAC				
	20	#C3404-3/4 - 3/4"	\$ 54.48	\$ 1,089.60	\$ 50.47	\$ 1,009.40	\$ 37.40	\$ 748.00			
	4	#C3431-06 - 6"	\$ 235.99	\$ 943.96	\$ 218.60	\$ 874.40	\$ 136.35	\$ 545.40			
	3	#C3432-06 - TRANS. 6"	\$ 235.99	\$ 707.97	\$ 218.60	\$ 655.80	\$ 136.35	\$ 409.05			
	TOTAL ITEM 1		\$ 2,741.53	\$	\$ 2,539.60	\$	\$ 1,702.45		NO BID		
LEAD TIME		60		45		50					
2	REPAIR CLAMPS		ROMAC 516		ROMAC		ROMAC				
	10	#C2312-06 - BELL JOINT LEAK 6"	\$ 315.08	\$ 3,150.80	\$ 291.87	\$ 2,918.70	\$ 226.20	\$ 2,262.00			
	4	#C2312-08 - BELL JOINT LEAK 8"	\$ 435.38	\$ 1,741.52	\$ 403.30	\$ 1,613.20	\$ 312.59	\$ 1,250.36			
	4	#C2312-10 - BELL JOINT LEAK 10"	\$ 547.00	\$ 2,188.00	\$ 506.70	\$ 2,026.80	\$ 375.46	\$ 1,501.84			
	30	#C2411-06 - FULL CIRCLE 6"	\$ 303.93	\$ 9,117.90	\$ 386.80	\$ 11,604.00	\$ 208.00	\$ 6,240.00			
	6	#C2411-08 - FULL CIRCLE 8"	\$ 357.97	\$ 2,147.82	\$ 331.59	\$ 1,989.54	\$ 257.00	\$ 1,542.00			
	3	#C2413-06 - FULL CIRCLE, TAPPED 1" 6"	\$ 369.65	\$ 1,108.95	\$ 145.28	\$ 435.84	\$ 105.50	\$ 316.50			
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	\$ 50.31	\$ 251.55	\$ 46.09	\$ 230.45	\$ 36.10	\$ 180.50			
	9	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	\$ 106.53	\$ 958.77	\$ 98.48	\$ 886.32	\$ 76.48	\$ 688.32			
	2	#C2481-1-01/2x3 - FULL CIRCLE 1-1/2" x 3"	\$ 56.06	\$ 112.12	\$ 51.93	\$ 103.86	\$ 40.25	\$ 80.50			
	3	#C2481-1-01/2x6 - FULL CIRCLE 1-1/2" x 6"	\$ 110.73	\$ 332.19	\$ 102.57	\$ 307.71	\$ 79.50	\$ 238.50			
	5	#C2481-2x6 - FULL CIRCLE 2" x 6"	\$ 113.81	\$ 569.05	\$ 104.33	\$ 521.65	\$ 81.70	\$ 408.50			
	TOTAL ITEM 2		\$ 21,678.67	\$	\$ 22,638.07	\$	\$ 14,709.02		NO BID		
	LEAD TIME		90		45		50				
	3	RESTRAINED GLANDS		ROMAC FTS420		ROMAC		ROMAC			
100		#GL1000-04 - MJ RESTRAINT KIT 4"	\$ 44.57	\$ 4,457.00	\$ 36.90	\$ 3,690.00	\$ 38.52	\$ 3,852.00			
480		#GL1000-06 - MJ RESTRAINT KIT 6"	\$ 55.62	\$ 26,697.60	\$ 46.52	\$ 22,329.60	\$ 47.25	\$ 22,680.00			
80		#GL1000-08 - MJ RESTRAINT KIT 8"	\$ 73.53	\$ 5,882.40	\$ 62.12	\$ 4,969.60	\$ 64.85	\$ 5,188.00			
140		#GL1000-12 - MJ RESTRAINT KIT 12"	\$ 136.86	\$ 19,160.40	\$ 117.28	\$ 16,419.20	\$ 120.40	\$ 16,856.00			
20		#GL1000-18 - MJ RESTRAINT KIT 18"	\$ 302.92	\$ 6,058.40	\$ 261.88	\$ 5,237.60	\$ 261.80	\$ 5,236.00			
20		#GL1000-24 - MJ RESTRAINT KIT 24"	\$ 501.35	\$ 10,027.00	\$ 434.68	\$ 8,693.60	\$ 448.80	\$ 8,976.00			
12		#GL1000-30 - MJ RESTRAINT KIT 30"	\$ 1,174.88	\$ 14,098.56	\$ 1,021.19	\$ 12,254.28	\$ 1,054.00	\$ 12,648.00			
TOTAL ITEM 3		\$ 86,381.36	\$	\$ 73,593.88	\$	\$ 75,436.00		NO BID			
LEAD TIME		75		45		220					
4		TAPPING SLEEVES		ROMAC FTS420		ROMAC		ROMAC			
		3	#S2304-06x04 - FABRICATED STEEL 6" x 4"	\$ 892.75	\$ 2,678.25	\$ 826.97	\$ 2,480.91	\$ 606.13	\$ 1,818.39		
	3	#S2304-08x06 - FABRICATED STEEL 8" x 6"	\$ 1,036.27	\$ 3,108.81	\$ 959.92	\$ 2,879.76	\$ 703.57	\$ 2,110.71			
	1	#S2304-16x04 - FABRICATED STEEL 16" x 4"	\$ 1,114.83	\$ 1,114.83	\$ 1,032.69	\$ 1,032.69	\$ 756.90	\$ 756.90			
	2	#S2304-18x06 - FABRICATED STEEL 18" x 6"	\$ 1,233.94	\$ 2,467.88	\$ 1,143.03	\$ 2,286.06	\$ 811.30	\$ 1,622.60			
	1	#S2304-18x08 - FABRICATED STEEL 18" x 8"	\$ 1,534.25	\$ 1,534.25	\$ 1,421.21	\$ 1,421.21	\$ 1,008.70	\$ 1,008.70			
	5	#S2304-24x06 - FABRICATED STEEL 24" x 6"	\$ 1,475.00	\$ 7,375.00	\$ 1,366.32	\$ 6,831.60	\$ 969.80	\$ 4,849.00			
	1	#S2304-36x12 - FABRICATED STEEL 36" x 12"	\$ 3,362.80	\$ 3,362.80	\$ 3,115.02	\$ 3,115.02	\$ 2,188.00	\$ 2,188.00			
	12	#S2306-06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6"	\$ 1,076.71	\$ 12,920.52	\$ 681.58	\$ 8,178.96	\$ 729.00	\$ 8,748.00			
	5	#S2306-12x12 - STAINLESS STEEL FULL CIRCLE 12" x 12"	\$ 2,680.01	\$ 13,400.05	\$ 2,482.54	\$ 12,412.70	\$ 1,819.00	\$ 9,095.00			
	TOTAL ITEM 4		\$ 47,962.39	\$	\$ 40,638.91	\$	\$ 32,197.30		NO BID		
	LEAD TIME		60		45		50				
5	DUCTILE IRON FITTINGS										
	4	#B2342-04 - BEND, MJ 22-1/2" 4"	\$ 52.00	\$ 208.00	\$ 52.00	\$ 208.00	\$ 51.43	\$ 205.72			
	7	#B2344-04 - BEND, MJ 45" 4"	\$ 55.00	\$ 385.00	\$ 55.00	\$ 385.00	\$ 54.40	\$ 380.80			
	30	#B2344-06 - BEND, MJ 45" 6"	\$ 87.50	\$ 2,625.00	\$ 87.50	\$ 2,625.00	\$ 86.54	\$ 2,596.20			
	12	#B2344-08 - BEND, MJ 45" 8"	\$ 127.50	\$ 1,530.00	\$ 127.50	\$ 1,530.00	\$ 126.10	\$ 1,513.20			
	8	#B2344-12 - BEND, MJ 45" 12"	\$ 275.00	\$ 2,200.00	\$ 275.00	\$ 2,200.00	\$ 271.98	\$ 2,175.84			
	10	#B2349-04 - BEND, MJ 90" 4"	\$ 66.00	\$ 660.00	\$ 66.00	\$ 660.00	\$ 65.27	\$ 652.70			
	10	#B2349-06 - BEND, MJ 90" 6"	\$ 108.00	\$ 1,080.00	\$ 108.00	\$ 1,080.00	\$ 106.81	\$ 1,068.10			
	4	#B2349-08 - BEND, MJ 90" 8"	\$ 156.00	\$ 624.00	\$ 156.00	\$ 624.00	\$ 154.29	\$ 617.16			
	5	#B2379-04 - BEND, MJ x FLANGE 90" 4"	\$ 75.50	\$ 377.50	\$ 75.50	\$ 377.50	\$ 74.67	\$ 373.35			
	5	#B2379-06 - BEND, MJ x FLANGE 90" 6"	\$ 132.50	\$ 662.50	\$ 132.50	\$ 662.50	\$ 131.04	\$ 655.20			
	5	#C3372-04 - ADAPTER, MJ x FL 4"	\$ 63.00	\$ 315.00	\$ 63.00	\$ 315.00	\$ 62.31	\$ 311.55			
	30	#C3372-06 - ADAPTER, MJ x FL 6"	\$ 86.50	\$ 2,595.00	\$ 86.50	\$ 2,595.00	\$ 84.50	\$ 2,535.00			
	5	#C3372-08 - ADAPTER, MJ x FL 8"	\$ 130.00	\$ 650.00	\$ 130.00	\$ 650.00	\$ 128.57	\$ 642.85			
	5	#C3372-12 - ADAPTER, MJ x FL 12"	\$ 288.50	\$ 1,442.50	\$ 288.50	\$ 1,442.50	\$ 285.33	\$ 1,426.65			
	8	#C1344-06 - CAP, TAPPED 2", MJ 6"	\$ 70.50	\$ 564.00	\$ 70.50	\$ 564.00	\$ 68.57	\$ 692.56			
	7	#P2341-06 - PLUG SOLID, MJ 6"	\$ 58.00	\$ 406.00	\$ 58.00	\$ 406.00	\$ 57.30	\$ 401.10			
	2	#P2341-08 - PLUG SOLID, MJ 8"	\$ 85.80	\$ 171.60	\$ 85.50	\$ 171.00	\$ 84.50	\$ 169.00			
	3	#R1340-08x06 - REDUCER, MJ 8" x 6"	\$ 91.50	\$ 274.50	\$ 91.50	\$ 274.50	\$ 90.49	\$ 271.47			
	2	#R1340-12x08 - REDUCER, MJ 12" x 8"	\$ 157.50	\$ 315.00	\$ 157.50	\$ 315.00	\$ 155.77	\$ 311.54			
	3	#R1360-12x06 - REDUCER, FL x FL 12" x 6"	\$ 407.50	\$ 1,222.50	\$ 407.50	\$ 1,222.50	\$ 152.80	\$ 458.40			
	6	#R1361-04x03 - REDUCER, MJ x FL 4" x 3"	\$ 116.50	\$ 699.00	\$ 84.87	\$ 509.22	\$ 231.10	\$ 1,386.60			
	2	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	\$ 185.50	\$ 371.00	\$ 116.86	\$ 233.72	\$ 183.46	\$ 366.92			
	2	#R1361-08x06 - REDUCER, MJ x FL 8" x 6"	\$ 263.00	\$ 526.00	\$ 164.83	\$ 329.66	\$ 260.11	\$ 520.22			
	10	#S2341-04 - LONG SLEEVE, MJ 4"	\$ 58.50	\$ 585.00	\$ 58.50	\$ 585.00	\$ 57.86	\$ 578.60			
	50	#S2341-06 - LONG SLEEVE, MJ 6"	\$ 98.00	\$ 4,900.00	\$ 98.00	\$ 4,900.00	\$ 95.00	\$ 4,750.00			
	10	#S2341-08 - LONG SLEEVE, MJ 8"	\$ 157.50	\$ 1,575.00	\$ 157.50	\$ 1,575.00	\$ 155.77	\$ 1,557.70			
	4	#S2341-10 - LONG SLEEVE, MJ 10"	\$ 188.50	\$ 754.00	\$ 188.50	\$ 754.00	\$ 186.43	\$ 745.72			
	20	#S2341-12 - LONG SLEEVE, MJ 12"	\$ 253.50	\$ 5,070.00	\$ 253.50	\$ 5,070.00	\$ 250.71	\$ 5,014.20			
	2	#S2341-18 - LONG SLEEVE, MJ 18"	\$ 639.00	\$ 1,278.00	\$ 639.00	\$ 1,278.00	\$ 631.95	\$ 1,263.90			
	2	#S2341-24 - LONG SLEEVE, MJ 24"	\$ 1,015.50	\$ 2,031.00	\$ 1,015.50	\$ 2,031.00	\$ 1,004.34	\$ 2,008.68			
	3	#S2341-36 - LONG SLEEVE, MJ 36"	\$ 2,985.00	\$ 8,955.00	\$ 2,985.00	\$ 8,955.00	\$ 2,952.20	\$ 8,856.60			
	3	#T1340-06x06x04 - TEE, MJ 6" x 6" x 4"	\$ 144.00	\$ 432.00	\$ 144.00	\$ 432.00	\$ 142.42	\$ 427.26			
	12	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00	\$ 153.30	\$ 1,839.60			
	2	#T1340-08x08x04 - TEE, MJ 8" x 8" x 4"	\$ 167.50	\$ 335.00	\$ 167.50	\$ 335.00	\$ 165.66	\$ 331.32			
3	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	\$ 192.00	\$ 576.00	\$ 192.00	\$ 576.00	\$ 189.89	\$ 569.67				
5	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	\$ 313.50	\$ 1,567.50	\$ 313.50	\$ 1,567.50	\$ 310.05	\$ 1,550.25				
2	#T1340-24x24x24 - TEE, MJ 24" x 24" x 24"	\$ 2,152.50	\$ 4,305.00	\$ 2,152.50	\$ 4,305.00	\$ 2,060.90	\$ 4,121.80				
1	#T1340-36x36x24 - TEE, MJ 36" x 36" x 24"	\$ 4,967.50	\$ 4,967.50	\$ 6,547.00	\$ 6,547.00	\$ 4,756.00	\$ 4,756.00				
3	#T1341-06x06x02 - TEE, MJ x TAPPED 2" 6" x 6" x 2"	\$ 130.00	\$ 390.00	\$ 130.00	\$ 390.00	\$ 128.57	\$ 385.71				
1	#T1360-04x04x04 - TEE, FL 4" x 4" x 4"	\$ 221.50	\$ 221.50	\$ 221.50	\$ 221.50	\$ 219.07	\$ 219.07				
4	#C3374-04 - BLIND FLANGE, TAP 2" 4"	\$ 82.00	\$ 328.00	\$ 82.00	\$ 328.00	\$ 81.10	\$ 324.40				
5	#C3374-06 - BLIND FLANGE, TAP 2" 6"	\$ 111.50	\$ 557.50	\$ 111.50	\$ 557.50	\$ 110.27	\$ 551.35				
2	#C3374-08 - BLIND FLANGE, TAP 2" 8"	\$ 169.00	\$ 338.00	\$ 169.00	\$ 338.00	\$ 165.30	\$ 330.60				
TOTAL ITEM 5		\$ 60,330.10	\$	\$ 61,985.60	\$	\$ 59,914.56		NO BID			
LEAD TIME		130		150		150					
6	COPPER PIPE				JMF		CAMBRIDGE				

	648	#P1300-08 - 8"		\$	27.34	\$	17,716.32	\$	26.20	\$	16,977.60	\$	25.70	\$	16,653.60				
	648	#P1300-12 - 12"		\$	45.09	\$	29,218.32	\$	43.22	\$	28,006.58	\$	42.30	\$	27,410.40				
	TOTAL ITEM 8		\$		\$	120,606.66	\$		\$	115,576.92	\$		\$	113,317.20		NO BID			
		LEAD TIME					120						30			120			
9	GASKETS					FIELD LOK				MCWANE					US PIPE				
	50	#G1000-06 - TJ RESTRAINT 6"		\$	57.33	\$	2,866.50	\$	73.18	\$	3,659.00	\$	56.30	\$	2,815.00				
	20	#G1000-12 - TJ RESTRAINT 12"		\$	112.77	\$	2,255.40	\$	143.95	\$	2,879.00	\$	112.70	\$	2,254.00				
		TOTAL ITEM 9		\$		\$	5,121.90	\$		\$	6,538.00	\$		\$	5,069.00		NO BID		
		LEAD TIME					90						30			40			
10	ALL THREAD & EYE BOLTS																		
	20	#R3311-01/2 - ALL THREAD ROD 1/2"						\$	1.55	\$	31.00	\$	1.67	\$	33.40	\$	0.893	\$	17.86
	50	#R3311-05/8 - ALL THREAD ROD 5/8"						\$	2.68	\$	134.00	\$	2.55	\$	127.50	\$	1.583	\$	79.15
	180	#R3311-03/4 - ALL THREAD ROD 3/4"						\$	2.44	\$	439.20	\$	3.21	\$	577.80	\$	2.313	\$	416.34
		TOTAL ITEM 10					NO BID	\$		\$	604.20	\$		\$	738.70	\$		\$	513.35
		LEAD TIME											30			60			30
11	HYDRANT PARTS					HARRINGTON				HERRINGTON				HARRINGTON					
	80	#HY-STORZ-NS - STORZ FITTING, STORZ x NH		\$	197.65	\$	15,812.00	\$	173.92	\$	13,913.60	\$	186.00	\$	14,880.00				
		TOTAL ITEM 11		\$		\$	15,812.00	\$		\$	13,913.60	\$		\$	14,880.00				NO BID
		LEAD TIME					60						45			50			
12	AIR VALVES					GA				GA				GA					
	16	#V7221-2 - COMBO, CAST BODY 2"		\$	498.86	\$	7,981.76	\$	523.20	\$	8,371.20	\$	483.00	\$	7,728.00				
		TOTAL ITEM 11		\$		\$	7,981.76	\$		\$	8,371.20	\$		\$	7,728.00				NO BID
		LEAD TIME					60						30			85			
13	CHECK VALVES					APCO				DEZURIK				APCO					
	1	#V2206-06 - WAFER 6"		\$	747.73	\$	747.73	\$	687.06	\$	687.06	\$	733.00	\$	733.00				
	2	#V2206-12 - WAFER 12"		\$	2,852.73	\$	5,705.46	\$	2,917.65	\$	5,835.30	\$	2,793.60	\$	5,587.20				
		TOTAL ITEM 13		\$		\$	6,453.19	\$		\$	6,522.36	\$		\$	6,320.20				NO BID
		LEAD TIME					60						45			85			
TOTAL ITEMS 1-13				\$		\$	378,909.56	\$		\$	697,206.34	\$		\$	723,739.43	\$		\$	349,763.71
9% SALES TAX				\$		\$	34,101.86	\$		\$	62,748.57	\$		\$	64,412.81	\$		\$	31,128.97
GRAND TOTAL				\$		\$	413,011.42	\$		\$	759,954.91	\$		\$	788,152.24	\$		\$	380,892.68

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/2/2021
<b>Clerk's File #</b>	OPR 2022-0006
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	5544-21
<b>Requisition #</b>	RN 196

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 MAGNET MOUNT VALUE BLANKET

**Agenda Wording**

Value blanket for the purchase of Magenemount MA30-2 Magnet Mounts on an as-needed basis with Metal & Cable Corp, Inc. (Twinsburg, OH).

**Summary (Background)**

RFQ #5544-21 was issued to 84 contacts via the City's electronic bidding portal on 11/10/21. One quote was received by the closing deadline on 12/1/21. Award is recommended to Metal & Cable Corp., Inc. as the low responsive, responsible bidder. This value blanket will be valid for an initial five (5) year term with no renewal options. Total term spend is estimated at \$200,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 200,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4100-42440-94350-56595-99999

#

#

#

**Approvals**

<b><u>Dept Head</u></b>	SEARL, LOREN
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	UE 12/13/2021
<b><u>Council Sponsor</u></b>	CM STRATTON

**Distribution List**

sjohnson@spokanecity.org

**Additional Approvals**

**Purchasing** WAHL, CONNIE

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Magnemount MA30-2 Magnet Mount – Value Blanket
<b>Date:</b>	13 December 2021
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , 625-7901
<b>City Council Sponsor:</b>	Councilmember Stratton
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<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>	Funding for these purchases is available in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Safe & Healthy
<b>Deadline:</b>	This order is needed as promptly as possible to support competitive procurement.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This value blanket will support the department's construction and maintenance season by facilitating the competitive purchase of these products on an as-needed basis.
<p><u>Background/History:</u> RFQ #5544-21 was issued to 84 contacts via the City's electronic bidding portal on November 10, 2021 for Magnet Mount – Value Blanket. One quote was received by the closing deadline on December 1, 2021. Award is recommended to Metal &amp; Cable Corp., Inc. (Twinsburg, OH) as the low responsive, responsible bidder.</p> <p><i>This value blanket will be valid for an initial five (5) year term with no renewal options. Total term spend is estimated at \$200,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Award recommended to Metal &amp; Cable Corp., Inc. (Twinsburg, OH) as low responsive, responsible bidder</li> <li>Five-year value blanket with no renewal options not to exceed a total term of five years</li> <li>Total term spend estimated at \$200,000.00 including tax</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Water Warehouse Inventory Budget</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES  
914 E. NORTH FOOTHILLS DRIVE  
SPOKANE, WA 99207

## QUOTE TABULATION

Quote Number	5544-21
Description	Magnet Mount - Value Blanket
	Metal & Cable Corp., Inc.
Magnemount MA30-2, Qty. 8	\$ 33,478.80
Subtotal	\$ 33,478.80
Sales Tax (9%)	\$ 3,013.09
<b>Quote Total</b>	<b>\$ 36,491.89</b>

*PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD  
RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO  
DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*



# Agenda Sheet for City Council Meeting of: 01/03/2022

<b>Date Rec'd</b>	12/14/2021
<b>Clerk's File #</b>	OPR 2022-0007
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5541-21
<b>Requisition #</b>	VALUE BLANKET

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

## Agenda Wording

Value blanket with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for the WTE from Jan. 1, 2022 - Dec. 31, 2022 with an annual cost not to exceed \$100,000.00 including tax.

## Summary (Background)

Activated Carbon is required in the operation of the WTE Facility to comply with its Title V Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure the needed activated carbon for the WTE. Two bids were received and Cabot Norit Activated Carbon was selected as the lowest cost bidder. The initial term of the value blanket will be for one (1) year with the possibility of four (4) one-year renewals.

Lease? NO Grant related? NO Public Works? NO

## Fiscal Impact

Expense \$ 100,000.00

Select \$

Select \$

Select \$

## Budget Account

# 4490-44100-37148-53203

#

#

#

## Approvals

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	ODLE, MARI
<b>For the Mayor</b>	ORMSBY, MICHAEL

## Council Notifications

<b>Study Session\Other</b>	UE 12/13/21
<b>Council Sponsor</b>	CP Beggs

## Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

## Additional Approvals

<b>Purchasing</b>	WAHL, CONNIE
-------------------	--------------

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for the purchase of Activated Carbon at the WTE
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<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 – Sustainable Practices; Innovative Infrastructure - Affordable Services
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket renewal for the purchase of carbon to maintain compliance with its Air Operating Permit.
<b>Background/History:</b> Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.  The initial term of the value blanket will be for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022 with an anticipated annual cost not to exceed \$100,000.00 including tax.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Value blanket for the purchase of Activated Carbon</li> <li>Term is from Jan. 1, 2022 thru Dec 31, 2022 with the option of 4 additional one-year renewals.</li> <li>Total annual cost not to exceed \$100,000.00 including tax.</li> <li>Cabot Norit Activated Carbon was the low-cost bidder of RFQ 5541-21.</li> <li>Activated carbon usage is required for compliance with the Air Operating Permit.</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 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:	



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

01/03/2022

**Date Rec'd**

12/14/2021

**Clerk's File #**

OPR 2021-0150

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

SOLID WASTE DISPOSAL

**Cross Ref #**

RES 2021-0017

**Contact Name/Phone**

DAVID PAINE 625-6878

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

DPAINE@SPOKANECITY.ORG

**Bid #**

SOLE SOURCE

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

4490 AMENDMENT TO SOLE SOURCE PURCHASE OF TURBINE GENERATOR PARTS

**Agenda Wording**

Amendment to the sole source value blanket with Dresser Rand Company (Seattle, WA) for the purchase of turbine generator overhaul parts from Mar. 1, 2021 - Feb 28, 2023 for an additional amount not to exceed \$500,000.00 plus tax.

**Summary (Background)**

The turbine generator at the WTE Facility is scheduled for an overhaul in the spring of 2022. Dresser Rand Company was awarded a sole source value blanket to purchase the parts for this project. Due to work not included in the initial scope, an additional \$500,000.00 will need added to the original value blanket amount of \$1.8M for a total of \$2.3M. The additional costs will be offset by reduced labor costs and power generation revenue by shortening the duration of the turbine outage.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ \$500,000.00

# 4490-44900-94000-56401

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

UE 12/13/21

**Division Director**

FEIST, MARLENE

**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**

WAHL, CONNIE

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 amendment for the purchase of Turbine Generator Overhaul Parts
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<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; Sustainable Resources-Sustainable Practices
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of additional funding for the purchase of parts necessary to perform an overhaul of the turbine generator at the WTE.

#### Background/History:

The turbine generator at the Waste to Energy Facility operates 24/7. To keep it in good operating condition, it is necessary to periodically have it overhauled. This is scheduled to be done in 2022 per the 6-year capital plan. The parts for this project have very long lead times so a value blanket to purchase them was budgeted for in 2021 and 2022. In the event of a turbine generator failure, the City would lose revenue from power generation and incur additional costs in the form of purchased power to operate the waste to energy facility. The parts for this overhaul are being purchased via value blanket, through a Sole Source Resolution with Dresser Rand Company of Seattle, WA, who is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility. Due to work not included in the initial scope, an additional \$500,000.00 is requested to be added to the original value blanket amount of \$1.8M. The additional costs for this value blanket will be offset by reduced labor costs and power generation revenue by shortening the duration of the turbine outage.

#### Executive Summary:

- Value Blanket Amendment with cost with Dresser Rand Company for parts purchases necessary for the condensing steam turbine generator overhaul at the WTE Facility.
- The original value blanket amount is \$1.8M.
- An additional \$500,000.00 is being requested for a total value blanket amount of \$2.3M.
- The additional costs will be offset by reduced labor costs and power generation revenue by shortening the duration of the turbine outage.
- Dresser Rand is the original equipment manufacturer of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information.

#### 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:



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2022-0008
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB 5531-21
<b>Requisition #</b>	VB

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - FLEET SERVICES - FUEL PURCHASES

**Agenda Wording**

Approve five (5) year Value Blanket Order with Coleman Oil for bulk gas and diesel fuels for various city-owned fueling sites. Estimated annual expenditure is \$15,000,000.00 (including tax).

**Summary (Background)**

City of Spokane was part of a joint fuel bid with Spokane County and Spokane Transit Authority. Bids were opened on 11/21/21 to provide delivery of bulk gas & diesel fuels to city tanks at Fleet Services, Riverside Park Water Reclamation Facility, nine (9) fire stations, one (1) solid waste facility, Wastewater Management, miscellaneous golf courses as well as numerous facilities for other agencies. Prices bid represent the seller's margin over weekly-published OPIS average for a particular fuel.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 15,000,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	URBAN EXP 12/13/21
<b><u>Council Sponsor</u></b>	CP BEGGS

**Distribution List**

<b><u>TPRINCE</u></b>
<b><u>BPASCHAL</u></b>

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA
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## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Finance & Fleet
<b>Subject:</b>	FUEL PURCHASE
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	RICK GIDDINGS <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Purchase of gasoline and diesel for City Fleet vehicles
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Value Blanket with lowest responsive bidder, Coleman Oil for bulk gas and diesel fuels for various city-owned fueling sites. This VB will be for five (5) year period. Estimated expenditure is \$15,000,000.00 (including tax).	
<b>Executive Summary:</b> City of Spokane was part of a joint fuel bid with Spokane County and Spokane Transit Authority. Bids were opened on 11/21/21 to provide delivery of bulk gas & diesel fuels to city tanks at Fleet Services, Riverside Park Water Reclamation Facility, nine (9) fire stations, one (1) solid waste facility, Wastewater Management, miscellaneous golf courses. Prices bid represent the seller's margin over weekly-published OPIS average for a particular fuel. This is a five-year contract. A value Blanket PO will be issued to facilitate receipts and payments.	
<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: DOE Grant Other budget impacts: (revenue generating, match requirements, etc.) See related SBO	
<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:	

		BIDDER:		COLEMAN OIL		CITY SERVICE VALCON		WHITLEY FUEL		MANSFIELD OIL	
STA	QTY			Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive
I. Unleaded E10	71,000	Full Tank		-0.0070	None	0.0317	None	0.0300	None	0.0699	None
		Less than Full		0.1900		0.1817		0.1900		0.1829	
II. ULSD2-Clear	1,410,000	Full Tank		-0.0070		0.0342		0.0350		0.0495	
		Less than Full		0.1900		0.1842		0.1900		NA	
	76,500	Card Lock		0.1000		0.1495		0.1500		0.1400	
ULSD#2-Clear		Full Tank		0.0130		0.0642		0.0700		0.0620	
		Less than Full		0.2100		0.2142		0.2250		NA	
W/Cold Add		Card Lock		0.1200		0.1795		0.1850		0.1400	
CITY	QTY			Margin +/- OPIS		Margin +/- OPIS		Margin +/- OPIS		Margin +/- OPIS	
I. Unleaded E10	382,500	Tank		-0.0070	None	0.0317	None	0.0300	None	0.0204	None
		Less		0.1900		0.1817		0.1900		0.5605	
II. ULSD#2-Red	712,675	Tank		-0.0070		0.0342		0.0350		0.0166	
		Less		0.1900		0.1842		0.1900		0.4927	
ULSD#2-Red		Tank		0.0130		0.0642		0.0700		0.0292	
W/Cold Add		Less		0.2100		0.2142		0.2250		0.5227	
COUNTY	QTY			Margin +/- OPIS		Margin +/- OPIS		Margin +/- OPIS		Margin +/- OPIS	
I. Unleaded E10	11,000	Tank		-0.0070	None	0.0317	None	0.0300	None	NA	None
		Less		0.1900		0.1817		0.1900		0.7091	
III. ULSD#2-Red	20,000	Tank		-0.0070		0.0342		0.0350		0.0604	
		Less		0.1900		0.1842		0.1900		0.7248	
ULSD#2-Red		Tank		0.0130		0.0642		0.0700		0.0729	
W/Cold Add		Less		0.2100		0.2142		0.2250		0.7548	
Liberty Lake	Keep Fill Service			No Bid		\$75 DELIVERY		SAME AS ABOVE		BIWEEKLY - NO ADDITIONAL CHARGE (MORE OFTEN \$150 EA)	
Community Svc	LongTerm Stor.Adds			0.0300		0.0250		WINTER PRICING + .035		0.0350	
Acknowledge Amendment 1 & 2?				YES		YES		YES		YES	

**November 10, 2021 - INVITATION FOR BIDS STA # 2021-10644  
CITY OF SPOKANE BID # 5531-21  
SPOKANE COUNTY BID # P12503**

		BIDDER:		COLEMAN OIL		CITY SERVICE VALCON		WHITLEY FUEL		MANSFIELD OIL	
STA	QTY			Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive	Margin +/- OPIS	Incentive
I. Unleaded E10	71,000	Full Tank		-0.0070	None	0.0317	None	0.0300	None	0.0699	None
		Less than Full		0.1900		0.1817		0.1900		0.1829	
II. ULSD2-Clear	1,410,000	Full Tank		-0.0070		0.0342		0.0350		0.0495	
		Less than Full		0.1900		0.1842		0.1900		NA	
	76,500	Card Lock		0.1000		0.1495		0.1500		0.1400	
ULSD#2-Clear		Full Tank		0.0130		0.0642		0.0700		0.0620	
W/Cold Add		Less than Full		0.2100		0.2142		0.2250		NA	
		Card Lock		0.1200		0.1795		0.1850		0.1400	
CITY	QTY			Margin +/- OPIS				Margin +/- OPIS			
I. Unleaded E10	382,500	Tank		-0.0070	None	0.0317	None	0.0300	None	0.0204	None
		Less		0.1900		0.1817		0.1900		0.5605	
II. ULSD#2-Red	712,675	Tank		-0.0070		0.0342		0.0350		0.0166	
		Less		0.1900		0.1842		0.1900		0.4927	
ULSD#2-Red		Tank		0.0130		0.0642		0.0700		0.0292	
W/Cold Add		Less		0.2100		0.2142		0.2250		0.5227	
COUNTY	QTY			Margin +/- OPIS				Margin +/- OPIS			
I. Unleaded E10	11,000	Tank		-0.0070	None	0.0317	None	0.0300	None	NA	None
		Less		0.1900		0.1817		0.1900		0.7091	
III. ULSD#2-Red	20,000	Tank		-0.0070		0.0342		0.0350		0.0604	
		Less		0.1900		0.1842		0.1900		0.7248	
ULSD#2-Red		Tank		0.0130		0.0642		0.0700		0.0729	
W/Cold Add		Less		0.2100		0.2142		0.2250		0.7548	
Liberty Lake	Keep Fill Service			No Bid		\$75 DELIVERY		SAME AS ABOVE		BIWEEKLY - NO ADDITIONAL CHARGE (MORE OFTEN \$150 EA)	
Community Svc	LongTerm Stor.Adds			0.0300		0.0250		WINTER PRICING + .035		0.0350	
Acknowledge Amendment 1 & 2?				YES	YES	YES	YES				

ATTACHMENT A

BID SUBMITTAL CHECKLIST

This checklist *must be completed in its entirety, signed and included* with the Bid. Failure by the Provider to properly complete, sign and include this checklist with its Bid shall render the Bid nonresponsive and shall be grounds for rejection of the Bid.

All IFBs

- ☒ Bid Submittal Checklist
- ☒ Bid Response Form
- ☒ Price Quote Form

IFBs subject to Federal Assistance (complete only if the Instructions to Providers states the IFB is subject to Federal Assistance)

- ☐ Buy America Certificate
- ☒ Lobbying Certificate
- ☒ Disadvantaged Business Enterprise Participation
- ☒ Suspension & Debarment Certificate
- ☒ Federal Cargo Certification

IFBs subject to Prevailing Wages (complete only if the Instructions to Providers states the IFB is subject to Prevailing Wages)

- ☐ Certificate of Wage Compliance
- ☐ Public Works Responsibility Criteria

STATEMENT OF COMPLIANCE

The undersigned has reviewed and fully understands the IFB Documents and this Bid Submittal Checklist, and certifies that all required documents, as marked herein and required by the IFB, are included in its Bid.

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021  
Name: Nick Schoenfelder Title: Chief Revenue Officer  
Provider Name: Coleman Oil Company, LLC

ATTACHMENT B

BID RESPONSE FORM

Provider Name: Coleman Oil Company, LLC

The Bid shall constitute an offer to STA as outlined herein, and in the Price Quote Form. No Provider may withdraw its Bid following the Bid Due Date, except as allowed by the IFB.

1. EXAMINATION OF DOCUMENTS

A. Having carefully examined all IFB Documents, the undersigned proposes to perform all Work in accordance with the IFB Documents for compensation to be computed from prices submitted on the Price Quote Form.

B. Receipt of the following Addenda is hereby acknowledged:

Addendum No. 1 Date: 10/26/2021

Addendum No. 2 Date: 11/09/2021

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

2. VALIDITY OF BID

The undersigned affirms pricing in its Bid shall be valid for not less than ninety (90) Days from the Bid Due Date.

3. INSURANCE

The undersigned certifies it shall meet all insurance requirements as stated in the Sample Contract upon execution of a Contract.

4. EXAMINATION OF DOCUMENTS & CONDITIONS

By submitting a Bid, the undersigned represents:

A. The Provider has examined, read and understands the IFB Documents and its Bid is made in accordance therewith.

B. The Bid is based upon the materials and requirements outlined in the Technical Requirements and on local conditions affecting the Work as determined by the Provider's own examinations and includes a sum sufficient to cover the total cost of the scope of this IFB.

5. PUBLIC RECORDS ACT

By submitting a Bid, the undersigned acknowledges STA is subject to RCW 42.56, the "Public Records Act". The Provider understands and agrees any record it obtains or produces under this IFB may be a public record under the Public Records Act, or its successor act. The Provider certifies it shall cooperate fully, and in a timely manner, with STA in responding to a public records request related to its Bid.

All Bids received shall be deemed public records as defined in the Public Records Act and must be released by STA upon receipt of a request for disclosure unless an exemption clearly applies. Any information in the Bid that the Provider desires to claim as proprietary and exempt from disclosure under the provisions of state and/or federal law shall be identified on a separate page of the Bid,



## ATTACHMENT B

providing an explanation of the statutory basis asserted for exempting the information from disclosure. Each page, image, diagram, or text claimed to be exempt from disclosure must be clearly identified by the words "Exempt from Disclosure" printed on it. **Marking the entire submittal Confidential or Exempt from Disclosure will not be honored.** STA will review any marked materials for disclosure if a request is submitted and assumes no liability for disclosure of proprietary material submitted by Providers. Each Provider will be responsible for protecting any disclosure of its Bid under applicable law.

### 6. EQUAL EMPLOYMENT OPPORTUNITY

With the submission of a Bid, the undersigned certifies the Provider complies with all federal, state, and local Equal Employment Opportunity laws, rules and regulations.

### 7. CONTINGENT FEES

The undersigned certifies the Provider has not paid or agreed to pay any fee or commission, or any other thing of value, contingent upon the award of this IFB, to any official, director, employee, or current agent, contractor or consultant of STA. The undersigned certifies the financial information in its Bid has been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or Provider.

### 8. ANTI-KICKBACK

The undersigned certifies no officer, director or employee of STA, having the power or duty to perform an official act or action related to this Bid, has been or will be solicited or granted a present or future gift, favor, service or other thing of value from or to the Provider.

### 9. FEDERAL DEBARMENT

The undersigned represents that the Provider and all offices with any controlling interest herein are not currently, and have not previously, been on any debarred bidders list maintained by the United States Government.

### 10. UBI CERTIFICATION

The undersigned certifies that no final determination of violation of RCW 50.12.070(1)(b) or 82.32.070(1)(b) has been made by the Washington State Department of Employment Security, Department of Labor and Industries, or Department of Revenue, respectively dated within two (2) years of the Bid Due Date. The undersigned understands further that no Bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above reference statutes within two (2) years from the date that a violation is finally determined and the Bid Due Date.

### 11. AWARD OF CONTRACT

If written notice of acceptance of all or part of the Bid is mailed, sent electronically or delivered to the Provider within ninety (90) Days after the Bid Due Date, the Provider will, within **fifteen (15) Days** after date of such notice, execute and deliver the Contract as specified and furnish all requisite documentation including, but not limited to, Certificates of Insurance, Payment and Performance Bonds, and Subcontractor Provider Certifications, as required.

ATTACHMENT B

I CERTIFY, to the best of my knowledge, the information contained in this Bid is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement. I understand the final funding for any service is based upon budget levels and the approval of the Spokane Transit Authority's Board of Directors.

Provider Name: Coleman Oil Company, LLC  
(as registered with the State of Washington)

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021

Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

ATTACHMENT B

1. PROVIDER ADMINISTRATIVE INFORMATION

Company Name: Coleman Oil Company, LLC  
(as registered with the State of Washington)  
Physical Address: 335 Mill Rd, Lewiston, ID 83501  
Mailing Address: 335 Mill Rd, Lewiston, ID 83501  
Primary Contact: Nick Schoenfelder Email: nick.schoenfelder@colemanoil.com  
Phone: (253) 208-3920  
Washington UBI No.: 600-176-223  
Federal Tax Identification No.: 82-0321932  
*Complete for Public Works projects:*  
Washington Contractor Registration No.: \_\_\_\_\_  
Washington Industrial Insurance Account No.: \_\_\_\_\_

2. PROVIDER INSURANCE COMPANY

Agency Name: Federated Insurance  
Mailing Address: PO Box 328 Owatonna, MN 55060  
Primary Contact: Adam Hendricks Email: achendricks@fedins.com  
Phone: (888) 333-4949

3. PROVIDER SURETY (complete if bonds are required by the IFB)

Surety Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

I certify the information above is true and correct:

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021  
Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

ATTACHMENT C

REQUEST FOR APPROVED EQUALS, CLARIFICATIONS OR CHANGES

IFB Title: \_\_\_\_\_ IFB No. \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Document Reference (check one): \_\_\_\_\_ Page No: \_\_\_\_\_

☐ General Requirements \_\_\_\_\_ Section: \_\_\_\_\_

☐ Technical Requirements \_\_\_\_\_ Section Title: \_\_\_\_\_

☐ Other: \_\_\_\_\_

PROVIDER'S REQUEST:

STA RESPONSE:

☐ Approved

☐ Denied

Comments:

\_\_\_\_\_  
Spokane Transit Authorized Signature

\_\_\_\_\_  
Date of Response

ATTACHMENT D

NO BID FORM

Dear Prospective Provider:

If you determine not to submit a Bid in response to this IFB, we would very much appreciate you completing and returning this form for our files.

IFB #: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Reason(s) for not submitting a Bid in response to this solicitation:

Thank you for your assistance.

Jacque Tjards  
Purchasing Manager  
Spokane Transit Authority  
1230 W. Boone Ave.  
Spokane, WA 99201  
[jtjards@spokanetransit.com](mailto:jtjards@spokanetransit.com)  
(509) 325-6032

## FEDERAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**DBE PARTICIPATION.** STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for Disadvantaged Business Enterprise (DBE) participation in its contracting opportunities. It shall be understood that no specific goal has been assigned to this contract; however, contractors and subcontractors are required to comply with the following:

1. **Non-discrimination Assurances.** The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as STA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy, as STA deems appropriate.
2. **Prompt Payment.** The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from STA. In addition, the Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed or must return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by STA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.
3. **DBE Participant List.** As required by 49 CFR Part 26.11, STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation, Federal Transit Administration-assisted contracts. STA is also committed to providing equal access to small business concerns in bidding on STA's contracting opportunities. The U.S. Small Business Administration (SBA) defines a "small business" in terms of the number of employees over the past year or the average annual receipts over the past three years. This standard varies by industry. STA will use size standards established by the SBA to determine small business eligibility.

To comply with this requirement, STA requests the Contractor provide the information required by the Federal Transit Administration on page two of this certification. **This information is not used in determining award of contract or in evaluating your Proposal in any way. Providing this information is voluntary.**

A copy of 49 CFR Part 26 may be found at [www.ecfr.gov](http://www.ecfr.gov) or by contacting:

Jacque Tjards  
DBE Liaison  
Spokane Transit Authority  
1230 W. Boone Ave.  
Spokane, WA 99201  
(509) 325-6032  
[jtjards@spokanetransit.com](mailto:jtjards@spokanetransit.com)

Contractor DBE Information

Proposer Name: Coleman Oil Company, LLC

Proposer Address: 335 Mill Rd, Lewiston, ID 83501

North American Industry Classification System (NAICS) Code: 424710, 424720

To determine your industry NAICS code go to [www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) and enter a keyword of your business classification in the box directly above the **2017** NAICS Search on the left side of the page and choose from the selection of codes that best matches your business classification.

Type of Business: Petroleum Marketing and Distribution

Telephone Number: (253) 208-3920 Email Address: nick.schoenfelder@colemanoil.com

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021

Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

- Is your firm a Disadvantaged Business Enterprise registered with the State of Washington Office of Minority and Women's Business Enterprises?

☐ Yes ☒ No

- How long has your firm been in business? \_\_\_\_\_

- Please check the box that describes your total gross annual receipts:

- |  |  |
|--|--|
| <input type="checkbox"/> less than \$500,000       | <input type="checkbox"/> \$3,000,001 - \$3,500,000           |
| <input type="checkbox"/> \$500,000 - \$1,000,000   | <input type="checkbox"/> \$3,500,001 - \$4,000,000           |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000           |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000           |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000           |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input checked="" type="checkbox"/> greater than \$5,500,000 |

- Is your business a small business as defined by the SBA's definition of a small business concern? To determine if your business is considered a small business by SBA go to [www.sba.gov/size-standards](http://www.sba.gov/size-standards), enter your six-digit NAICS Code and follow the 3-step process.

☐ Yes ☒ No

**DBE Subcontractors**

Name, Address, UBI of DBE Subcontractor	Portion of Work to be performed.	\$ Amount

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021  
 Printed Name and Title: Nick Schoenfelder Chief Revenue Officer



# FEDERAL LOBBYING RESTRICTION CERTIFICATION

## Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, Coleman Oil Company, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Proposer Name: Coleman Oil Company, LLC  
(as registered with the State of Washington)

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021

Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

## FEDERAL SUSPENSION & DEBARMENT CERTIFICATION

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN A LOWER-TIER COVERED TRANSACTION

The Contract awarded by this solicitation is a covered transaction for purposes of 2 CFR Parts 1200 and 180 and the Contractor is required to comply with 2 CFR Part 180, Subpart C. The Contractor must include the requirement to comply with 2 CFR Part 180, Subpart C, in any lower tier covered transaction it enters into. The Contractor shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing below and submitting its Proposal, the Proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by Spokane Transit Authority. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this solicitation. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

Proposer Name: Coleman Oil Company, LLC

Proposer Address: 335 Mill Rd, Lewiston, ID 83501

Telephone: (253) 208-3920 Fax: (208) 799-2008

Email: nick.schoenfelder@colemanoil.com

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021

Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

## FEDERAL CARGO PREFERENCE CERTIFICATION

The Contractor agrees:

1. To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rate for United States flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipment originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in paragraph (1) above to Spokane Transit Authority (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Washington, DC 20590, marked with appropriate identification of the project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Proposer Name: Coleman Oil Company, LLC  
(as registered with the State of Washington)

Authorized Signature: Nicolas Schoenfelder Date: 11/10/2021

Printed Name and Title: Nick Schoenfelder Chief Revenue Officer

## ATTACHMENT E - PRICE BID FORM

**BIDDERS PROMPT PAYMENT CASH DISCOUNT TERMS:** 0 \_\_\_\_\_ Percent \_\_\_\_\_ 10 Days

NOTE: Cash discounts will not be considered as evaluation factors in the award of contract, only for billing purposes if awarded the contract. Leaving this item blank will be considered a submission of "none" or no discount offered with payment due within thirty (30) days of Spokane Transit's approval of a proper payment application.

**PATRONAGE REBATE OR OTHER INCENTIVE PROGRAM:**

Please describe any rebate or incentive program offered and how the rebate/refund is calculated: \_\_\_\_\_

\_\_\_\_\_

**NOTE: For evaluation purposes, the bid margin and any discounts or rebates offered by the Bidder will be taken into account to determine the lowest overall cost and best value for the agencies.**

**REFERENCES:**

1. Nicona Butler – Grant County PUD (509) 754-6749 nbutler@gcpud.com
2. Joel Cline – City of Richland (509) 942-7537 jcline@ci.richland.wa.us
3. Dwight Goehner – Link Transit (509) 664-7642 dgoehner@linktransit.com

**SUBMITTED BY:**

Company Name of Respondent Coleman Oil Company, LLC

Company Address 335 Mill Rd, Lewiston, ID 83501

City of Spokane, Spokane Valley and Liberty Lake Business License Number will provide if awarded

\_\_\_\_\_

Telephone Number (253) 208-3920

Authorized Signature Nicolas Schoenfelder

Printed Name and Title Nick Schoenfelder Chief Revenue Officer

Email Address nick.schoenfelder@colemanoil.com

Date Signed 11/10/2021

**AGENCY A: SPOKANE TRANSIT AUTHORITY****ITEM I. GASOLINE, REGULAR UNLEADED with 10% ETHANOL**

LOCATION	TANK SIZES GALLONS	ESTIMATED ANNUAL USAGE - GALLONS
1230 West Boone Spokane, WA 99201	1 - 8,000 UST (Effective Dec 2021)	60,000
127 South Bowdish Road Spokane Valley, WA 99206	1 - 5,000 AST Below Grade Vault	11,000
First Transit 7503 East Boone Lane Spokane Valley, WA 99212	N/A Card Lock System	14,800
PRICING: GASOLINE, REGULAR UNLEADED with 10% ETHANOL		+/- OPIS AVG. PRICE/GAL
TANK TRUCK		\$-0.0070
LESS THAN TANK TRUCK		\$0.1900
CARD LOCK SYSTEM		\$0.1000

**ITEM II. ULTRA LOW SULFUR DIESEL #2 - CLEAR**

LOCATION	TANK SIZES GALLONS	ESTIMATED ANNUAL USAGE - GALLONS
1229 West Boone Spokane, WA 99201	6 – 20,000 UST 2023: 3 – 20,000 AST Below Grade Vaults	1,220,000
127 South Bowdish Spokane Valley, WA 99206	2 – 12,000 AST Below Grade Vaults	110,000
1224 North Cedar Spokane, WA 99201	1 - 20,000 UST	80,000
First Transit 7503 East Boone Lane Spokane Valley, WA 99212	N/A Card Lock System	76,500
PRICING: ULTRA LOW SULFUR DIESEL #2 - CLEAR		+/- OPIS AVG. PRICE/GAL
ULSD #2 - CLEAR	TANK TRUCK	\$-0.0070
ULSD #2 - CLEAR	LESS THAN TANK TRUCK	\$0.1900
ULSD #2 - CLEAR	CARD LOCK SYSTEM	\$0.1000
ULSD #2 with Cold Weather Additive	TANK TRUCK	\$0.0130
ULSD #2 with Cold Weather Additive	LESS THAN TANK TRUCK	\$0.2100
ULSD #2 with Cold Weather Additive	CARD LOCK SYSTEM	\$0.1200

**AGENCY B: CITY OF SPOKANE**

**ITEM I. GASOLINE, REGULAR UNLEADED with 10% ETHANOL**

LOCATION	TANK SIZE GALLONS	ESTIMATED ANNUAL USAGE - GALLONS	
City Fleet Services, 2616 E Broadway Avenue	2 - 15,000	320,000	
Sewer Maintenance 909 E. Sprague Avenue	2,217	12,500	
Water Reclamation Facility, 4401 N. Aubrey L White Parkway	1,280	6,000	
Parks: Downriver Golf	500	5,500	
Indian Canyon Golf	500	6,500	
Esmerelda Golf	500	5,500	
Creek at Qualchan Golf	500	5,500	
Manito Park Greenhouse Arboretum	200	2,000	
Fire Dept: Fire Station 1	500	11,000	
Fire Station 8	250	8,000	
		<b>382,500 TOTAL</b>	
PRICING: GASOLINE, REGULAR UNLEADED with 10% ETHANOL			+/- OPIS AVG. PRICE/GAL
TANK TRUCK			\$-0.0070
LESS THAN TANK TRUCK			\$0.1900

**AGENCY B: CITY OF SPOKANE****ITEM II. ULTRA LOW SULFUR DIESEL #2, RED DYED**

LOCATION	TANK SIZES GALLONS	ESTIMATED ANNUAL USAGE - GALLONS	
Fleet Services-Broadway	2 - 15,000	550,000	
Fire Dept – Station #1	1,000	15,000	
Fire Stations (10 sites)	500 each	50,000	
Three diesel generator sets	800/400/250	Minimal	
Riverside Park Water Reclamation Facility	2100	30,000	
Five diesel generators	1100	100	
	150/300 (3)/500	Minimal	
Sewer Maintenance	3385	40,000	
North Landfill	1500	4,000	
Parks:			
Downriver Golf	500	3,165	
Indian Canyon Golf	500	3,590	
Esmerelda Golf	500	2,100	
Creek at Qualchan Golf	500	3,070	
Manito Park Greenhouse	200	1,500	
Waste to Energy Facility	250	50	
	500	10,000	
		<b>702,575 TOTAL</b>	
All City Facilities may require a quantity of #2 diesel blended for cold weather to a -20 cloud point.			
PRICING: ULSD #2 – RED DYED			+/- OPIS AVG. PRICE/GAL
TANK TRUCK			\$-0.0070
LESS THAN TANK TRUCK			\$0.1900
ULSD #2 – RED DYED with Cold Weather Additive TANK TRUCK			\$0.0130
LESS THAN TANK TRUCK			\$0.2100

# CITY LOCATION ADDRESSES:

Broadway Fuel/Wash Facility 2616 E Broadway Spokane, WA 99216	Northside Landfill 7202 N Nine Mile Rd Spokane, WA 99208
Waste to Energy Facility 2900 S Geiger Blvd Spokane WA 99224	Sewer Maintenance 909 E Sprague Ave. Spokane, WA 99202
Manito Park Greenhouse 4 W 21 <sup>st</sup> Avenue Spokane, WA 99203	Riverside Park Water Reclamation 4401 N. Aubrey L. White Pkwy Spokane, WA 99205
Esmeralda Golf Course Maint. 3933 E Courtland Avenue Spokane, WA 99217	Downriver Golf Course/Maint. 3225 N Columbia Circle Spokane, WA 99205
Indian Canyon Golf Course Maint. 4304 W West Drive Spokane, WA 99204	Creek at Qualchan Golf Course Maint. 301 E Meadow Lane Road Spokane, WA 99204

## FIRE DEPT FUEL TANK LOCATIONS

## TANK SIZES

FIRE STATION	ADDRESS
Station 1	44 W. Riverside Avenue
Station 1 Generator	44 W. Riverside Avenue
Station 2	1001 E. North Foothills Dr
Station 3	1713 W. Indiana Avenue
Station 4	1515 W. First Avenue
Station 6 new station 1/1/2012	1615 S. Spotted Road
Station 8	1608 N. Rebecca Street
Station 11	3214 S. Perry Street
Station 13	1118 W. Wellesley Avenue

Fire Dept. tanks are all above ground. We use additives in the winter to improve lubricity due to lower sulfur in the LS fuel and gelling.



**AGENCY C: SPOKANE COUNTY****ITEM I: GASOLINE, UNLEADED with 10% ETHANOL**

LOCATION	TANK SIZES GALLONS	ESTIMATED ANNUAL USAGE - GALLONS	
Fair & Expo Center: 404 N. Havana Spokane Valley, WA 99212	550	2,000	
Parks & Rec. Maintenance 12308 E. Upriver Drive Spokane, WA 99216	1,000	9,000	
	<b>TOTAL</b>	<b>11,000</b>	
PRICING: GASOLINE, UNLEADED with 10% ETHANOL			+/- OPIS AVG. PRICE/GAL
TANK TRUCK			\$-0.0070
LESS THAN TANK TRUCK			\$0.1900

**ITEM II. GASOLINE, REGULAR UNLEADED**

LOCATION	TANK SIZES GALLONS	ESTIMATED ANNUAL USAGE - GALLONS	
Parks & Rec. Maintenance 12308 E. Upriver Drive Spokane, WA 99216	1,000	9,000	
Liberty Lake Golf Course 23920 E Valleyway Liberty Lake, WA 99019	550	6,000	
Latah Creek Golf Course 2210 E Hangman Valley Rd Spokane, WA 99223	500	5,000	
	<b>TOTAL:</b>	<b>20,000</b>	
PRICING: REGULAR UNLEADED GASOLINE			+/- OPIS AVG. PRICE/GAL
TANK TRUCK			\$-0.0070
LESS THAN TANK TRUCK			\$0.1900

**AGENCY C: SPOKANE COUNTY****ITEM III. ULTRA LOW SULFUR DIESEL #2**

LOCATION	TANK SIZES GALLONS	EST. ANNUAL USAGE - GALLONS	
County Courthouse 1116 W. Broadway Spokane, WA 99260	9 Tanks – 250-500	1,000	
Fair & Expo Center: 404 N. Havana Spokane Valley, WA 99212	250	1,500	
Parks & Rec. Maintenance 12308 E. Upriver Drive Spokane, WA 99216	500	8,000	
County Jail 1100 W. Mallon Spokane, WA 99260	2,000	500	
Liberty Lake Golf Course* 23920 E Valleyway Liberty Lake, WA 99019	550	5,000	
Latah Creek Golf Course** 2210 E Hangman Valley Rd Spokane, WA 99223	500	4,500	
Steam Plant 1211 W. Gardner Spokane, WA 99201	2 - 20,000 2,500	5,000	
Community Services*** 312 W. 8 <sup>th</sup> Ave. Spokane, WA 99204	80	40	
	TOTAL:	25,540	
			<b>+/- OPIS AVG. PRICE/GAL</b>
PRICING: ULSD #2	TANK TRUCK		\$-0.0070
	LESS THAN TANK TRUCK		\$0.1900
PRICING: ULSD #2 with Cold Weather Additive	TANK TRUCK		\$0.0130
	LESS THAN TANK TRUCK		\$0.2100

\*Liberty Lake Golf Course requires a keep-fill service. Please state below, any extra charges for this service.  
\$ N/A

\*\*Maximum capacity of bridge for delivery to Hangman Valley Golf Course is 33,000 pounds.

\*\*\*Community Services requires that delivery of fuel to their location includes any additives needed to prevent long-term storage problems, such as algae. Please state below, any extra charges for this service.  
\$ 0.0300/treated gallon

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

01/03/2022

**Date Rec'd**

12/16/2021

**Clerk's File #**

OPR 2022-0009

**Renews #****Cross Ref #****Submitting Dept**

ENGINEERING SERVICES

**Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2018050

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0370 – LOW BID AWARD – LANDMARK STRUCTURES I

**Agenda Wording**

Low Bid of Landmark Structures I, L.P. of Fort Worth, TX for the SIA Additional Reservoir in the amount of \$13,270,000.00. An administrative reserve of \$1,327,000.00, which is 10% of the contract price, will be set aside. (West Hills Neighborhood)

**Summary (Background)**

On December 13, 2021 bids were opened for the above project. The low bid was from Landmark Structures I, L.P. in the amount of \$13,270,000.00, which is \$3,438,124.00 or 34.97% over the Engineer's Estimate; No other bids were received.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 13,270,000.00

# 4250-98818-94340-56501-15775

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 10/25/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

jgraff@spokanecity.org

ddaniels@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	SIA Water Reservoir
<b>Date:</b>	10-25-21
<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>	Breen Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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 Water System Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of water reservoir construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The City's water system plan calls for a new water tank in the vicinity of the existing tanks at or near Spokane International Airport (SIA) to support growth in the West Plains PDA.</li> <li>The City recently purchased a tank site adjacent to the existing sites from SIA. This was on PIES on 4-26-21 and approved by council this summer.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The proposed tank is on ad now. Construction will likely begin in spring 2022 and end in fall 2023.</li> <li>Because of its location, this project will not affect traffic and there are no nearby residences or businesses.</li> <li>In accordance with FAA regulations, this tank must be painted the same red and white scheme as the adjacent tanks.</li> <li>See attached exhibit.</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:	





Required Tank Colors





**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **SIA SYSTEM ADDITIONAL RESERVOIR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LANDMARK STRUCTURE, I, L.P.**, whose address is 1665 Harmon Road, Fort Worth, Texas 76177 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SIA SYSTEM ADDITIONAL RESERVOIR PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2021, 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 Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in Schedule A-1 for the actual quantities furnished for each bid item.
7. **TAXES.** Bid items in Schedule A-1 shall include sales tax

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 998 East North Foothills Drive, Spokane, Washington, 99207-2735. All invoices should include the City Clerk File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 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”). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor



and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:



- a. 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.

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

18. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

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

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

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

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

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

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

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

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

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the

"Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

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

32. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

**LANDMARK STRUCTURE, I, L.P.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Payment Bond  
Performance Bond  
Exhibit A – Certification Regarding Debarment  
Schedule A-1

**PAYMENT BOND**

We, **LANDMARK STRUCTURE, I, L.P.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THIRTEEN MILLION TWO HUNDRED SEVENTY THOUSAND AND NO /100 DOLLARS (\$13,270,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SIA SYSTEM ADDITIONAL RESERVOIR PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on \_\_\_\_\_.

LANDMARK STRUCTURE, I, L.P.,  
AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

**PERFORMANCE BOND**

We, **LANDMARK STRUCTURE, I, L.P.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THIRTEEN MILLION TWO HUNDRED SEVENTY THOUSAND AND NO /100 DOLLARS (\$13,270,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SIA SYSTEM ADDITIONAL RESERVOIR PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on \_\_\_\_\_

LANDMARK STRUCTURE, I, L.P.,  
AS PRINCIPAL

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

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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



## 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)

**SCHEDULE A-1**

***Tax Classification: Sales tax shall NOT be included in unit prices***

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 5,549.00	\$ 5,549.00
4	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 10,000.00	\$ 10,000.00
5	MOBILIZATION	1.00 LS	\$ 100,000.00	\$ 100,000.00
6	CRUSHED SURFACING TOP COURSE	270.00 CY	\$ 55.00	\$ 14,850.00
7	DRYWELL TYPE 2	3.00 EA	\$ 5,000.00	\$ 15,000.00
8	CATCH BASIN TYPE 4	1.00 EA	\$ 6,000.00	\$ 6,000.00
9	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$ 35.00	\$ 700.00
10	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$ 35.00	\$ 700.00
11	TRENCH SAFETY SYSTEM	1.00 LS	\$ 4,000.00	\$ 4,000.00
12	CATCH BASIN DI SEWER PIPE 12 IN. DIA.	140.00 LF	\$ 120.00	\$ 16,800.00

13	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	2,000.00	\$	2,000.00
14	TANK PIPING	1.00 LS	\$	300,000.00	\$	300,000.00
15	DI PIPE FOR WATER MAIN 24 IN. DIA.	470.00 LF	\$	370.00	\$	173,900.00
16	BLOWOFF ASSEMBLY (Y-103)	1.00 EA	\$	13,000.00	\$	13,000.00
17	SIDE SEWER PIPE 4 IN. DIA.	170.00 LF	\$	110.00	\$	18,700.00
18	SIDE SEWER PERMIT	2.00 EA	\$	200.00	\$	400.00
19	SEWER CLEANOUT	2.00 EA	\$	600.00	\$	1,200.00
20	ESC LEAD	1.00 LS	\$	10,000.00	\$	10,000.00
21	TOPSOIL TYPE A, 2 INCH THICK	2,275.00 SY	\$	6.00	\$	13,650.00
22	HYDROSEEDING	2,275.00 SY	\$	2.00	\$	4,550.00
23	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,000.00	\$	8,000.00
24	COMPOSITE ELEVATED TANK	1.00 LS	\$	11,470,000.00	\$	11,470,000.00
25	SITE PLUMBING	1.00 LS	\$	40,000.00	\$	40,000.00
26	MISCELLANEOUS APPURTENANCES	1.00 LS	\$	20,000.00	\$	20,000.00
27	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1.00 LS	\$	211,000.00	\$	211,000.00

28	RESERVOIR AND STRUCTURE COATING	1.00 LS	\$	800,000.00	\$	800,000.00
						<hr/>
						<b>Schedule A-1 Subtotal</b>
						\$ 13,270,000.00
						<hr/>
<b>Summary of Bid Items</b>						<b>Bid Total</b>
						\$ 13,270,000.00
						<hr/>

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

**Project Number**      **2018050**

**Project Description**      SIA System Additional      **Original Date**      12/14/2021 1:31:00 AM  
 Reservoir

<b>Project Number: 2018050</b>			<b>Engineer's Estimate</b>		LANDMARK STUCTURES	
<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>

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

1	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	5,549.00	\$5,549.00
4	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	10,000.00	\$10,000.00
5	MOBILIZATION	1 LS	600,000.00	600,000.00	100,000.00	\$100,000.00
6	CRUSHED SURFACING TOP COURSE	270 CY	80.00	21,600.00	55.00	\$14,850.00
7	DRYWELL TYPE 2	3 EA	5,000.00	15,000.00	5,000.00	\$15,000.00
8	CATCH BASIN TYPE 4	1 EA	5,000.00	5,000.00	6,000.00	\$6,000.00
9	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	35.00	\$700.00
10	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	45.00	900.00	35.00	\$700.00
11	TRENCH SAFETY SYSTEM	1 LS	10,000.00	10,000.00	4,000.00	\$4,000.00
12	CATCH BASIN DI SEWER PIPE 12 IN. DIA.	140 LF	85.00	11,900.00	120.00	\$16,800.00
13	CLEANING EXISTING SANITARY SEWERS	1 EA	900.00	900.00	2,000.00	\$2,000.00
14	TANK PIPING	1 LS	150,000.00	150,000.00	300,000.00	\$300,000.00
15	DI PIPE FOR WATER MAIN 24 IN. DIA.	470 LF	250.00	117,500.00	370.00	\$173,900.00
16	BLOWOFF ASSEMBLY (Y-103)	1 EA	8,000.00	8,000.00	13,000.00	\$13,000.00
17	SIDE SEWER PIPE 4 IN. DIA.	170 LF	50.00	8,500.00	110.00	\$18,700.00
18	SIDE SEWER PERMIT	2 EA	50.00	100.00	200.00	\$400.00
19	SEWER CLEANOUT	2 EA	1,500.00	3,000.00	600.00	\$1,200.00
20	ESC LEAD	1 LS	2,000.00	2,000.00	10,000.00	\$10,000.00

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

21	TOPSOIL TYPE A, 2 INCH THICK	2275 SY	12.00	27,300.00	6.00	\$13,650.00
22	HYDROSEEDING	2275 SY	1.00	2,275.00	2.00	\$4,550.00
23	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	1,200.00	1,200.00	8,000.00	\$8,000.00
24	COMPOSITE ELEVATED TANK	1 LS	8,000,000.00	8,000,000.00	11,470,000.00	\$11,470,000.00
25	SITE PLUMBING	1 LS	80,000.00	80,000.00	40,000.00	\$40,000.00
26	MISCELLANEOUS APPURTENANCES	1 LS	50,000.00	50,000.00	20,000.00	\$20,000.00
27	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1 LS	200,000.00	200,000.00	211,000.00	\$211,000.00
28	RESERVOIR AND STRUCTURE COATING	1 LS	500,000.00	500,000.00	800,000.00	\$800,000.00
<b>Bid Total</b>			<b>\$9,831,876.00</b>		<b>\$13,270,000.00</b>	

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	9,831,876.00	0.00	0.00	0.00	0.00	0.00	9,831,876.00
LANDMARK STUCTURES	13,270,000.00	0.00	0.00	0.00	0.00	0.00	13,270,000.00

**Low Bid Contractor:** LANDMARK STUCTURES

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	14,464,300.00	10,716,744.84	34.97 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	14,464,300.00	10,716,744.84	34.97 % Over Estimate



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2020-0506
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0320 - CONTRACT EXTENSION: DESIMONE CONSULTING FEDERAL LOBBYING SERVICES

**Agenda Wording**

Second of four one-year extensions of the federal lobbying contract with Desimone Consulting Group of Seattle, WA.

**Summary (Background)**

City Council has statutory authority for developing and implementing the state and federal legislative agenda. This contract extension provides support for the City's federal legislative advocacy efforts.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 80,000

Select \$

Select \$

Select \$

**Budget Account**

# 0320-36100-11600-54101

#

#

#

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** FA Comm., 11/15/2021

**Council Sponsor**

CP Beggs

**Distribution List**



**City of Spokane**

**CONTRACT RENEWAL 2 of 4**

Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 1301 Second Avenue, Suite 2850, Seattle, WA 98101, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and*

*WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the second of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 10, 2020 and May 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on January 1, 2022 and shall end on December 31, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, (\$80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.



**4. DEBARMENT AND SUSPENSION.**

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

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

**DESIMONE CONSULTING GROUP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A – Certification Regarding Debarment

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

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

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

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

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



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/2/2021
<b>Clerk's File #</b>	OPR 2022-0010
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR23100
<b>Agenda Item Name</b>	REDUCTION OF SIDEWALK OBSTRUCTION CONTRACT WITH SPOKANE COPS

**Agenda Wording**

This is a contract between the City of Spokane and Spokane COPS to help identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes.

**Summary (Background)**

This contract is a partnership between the City of Spokane and Spokane COPS that was developed in conjunction with District 81, Spokane Streets Department, Spokane County Health District, neighborhood councils, and COPS volunteers and is supported by Resolution 2019-0102. This project is designed to identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes. The project will link COPS Shop volunteer Neighborhood Observat

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 50,000

Select \$

Select \$

Select \$

**Budget Account**

# 1380-24104-21700-54201-21011

#

#

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**Approvals**

**Dept Head** CORTRIGHT, CARLY

**Division Director** DAVIS, KIRSTIN

**Finance** ORLOB, KIMBERLY

**Legal** ODLE, MARI

**For the Mayor** PERKINS, JOHNNIE

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** N/A

**Council Sponsor** CP Beggs

**Distribution List**

ccortright@spokanecity.org

cortiz@spokanecity.org

korlob@spokanecity.org

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Reduction of Sidewalk Obstruction Contract with Spokane COPS
<b>Date:</b>	December 1, 2021
<b>Contact (email &amp; phone):</b>	<a href="mailto:cortiz@spokanecity.org">cortiz@spokanecity.org</a> ; (509) 625-6147
<b>City Council Sponsor:</b>	Councilmember Breann Beggs
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	PIES, Public Safety, Urban Experience
<b>Type of Agenda item:</b>	X Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative <input type="checkbox"/>
<b>Alignment:</b>	Strategic Plan, Budget
<b>Strategic Initiative:</b>	Public Infrastructure, Environment, and Sustainability
<b>Deadline:</b>	January 3, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract is with Spokane COPS to help with the identification and removal of both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes.

#### Background/History:

This contract is a partnership between the City of Spokane and Spokane COPS that was developed in conjunction with District 81, Spokane Streets Department, Spokane County Health District, neighborhood councils, and COPS volunteers and is supported by Resolution 2019-0102. This project is designed to identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes. The project will link COPS Shop volunteer Neighborhood Observation Patrols with the Office of Code Enforcement to educate property Owners/residents and remove the sidewalk obstructions. In addition to specific enforcement, it will contribute to a new city-wide culture of property owners and residents keeping their sidewalks free from obstruction. The first year of this contract shall not exceed \$50,000, with an annual expense of \$22,000 for subsequent years.

#### Executive Summary:

- Partnership with CoS and Spokane COPS with cooperation from District 81, Spokane Streets Dept, Spokane County Health District, Neighborhood Councils and COPS volunteers
- An effort to identify and remove permanent and temporary obstructions on sidewalks on designated school access routes.
- COPS volunteers will work with Neighborhood Observation patrols, as well as Code Enforcement to educate property owners on sidewalk obstructions.
- This will implement a City-wide culture on keeping sidewalks free of obstructions especially along school access routes.

#### Budget Impact:

TOTAL COST: \$50,000

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

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

If new, specify funding source: Annual flat rate of \$22,000

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

#### Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**CITY OF SPOKANE AND SPOKANE  
C.O.P.S AGREEMENT**  
Title: Safe Routes to School Monitoring  
and Patrol Program

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington state municipal corporation, and **SPOKANE COMMUNITY ORIENTED POLICING SERVICES** as ("C.O.P.S."), whose address is 6107 North Astor Street, Spokane, Washington, 99208, individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. BACKGROUND**

This Agreement involves a partnership between the City of Spokane and SPOKANE C.O.P.S for the following project which was developed in conjunction with and is supported by City Council Resolution No 2019-0102, District 81, Spokane Streets Department, Spokane County Health District, neighborhood councils, and COPS volunteers.

The project is designed to identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes. The project will link COPS Shop volunteer Neighborhood Observation Patrols with the Office of Code Enforcement to educate property Owners/residents and remove the sidewalk obstructions. In addition to specific enforcement, it will contribute to a new city-wide culture of property owners and residents keeping their sidewalks free from obstruction.

**2. PERFORMANCE**

SPOKANE C.O.P.S .will identify elementary schools within their service areas for participation in the project. The individual SPOKANE C.O.P.S Shop will use existing volunteers and recruit additional volunteers from the school's Parent Teacher Organization to serve as sidewalk observers. The SPOKANE C.O.P.S individual Shops will work with District 81 Security Administrators to identify the maps of up to two Designated School Access Route for each chosen school. Each route is less than a mile in length and for purposes of this project will include sidewalks on both sides of the street.

Under this Agreement:

- A. The volunteers for this project will educate themselves on what constitutes a sidewalk obstruction that violates City Code, including snow and ice obstructions.
- B. Once a year, the COPS Shop volunteers will walk both sides of each participating Designated School Access Route and identify sidewalk obstructions that would violate City Code and potentially be a hazard or make it difficult for children, wheelchairs or strollers to travel along the route. For each hazard, the volunteers will turn in the appropriate report to Code Enforcement and request notification when the complaint has been sufficiently resolved to restore the sidewalk to full access.
- C. COPS Shop volunteers will provide additional patrols by vehicle on school days following snow events. The volunteers will identify sidewalk segments that have not been adequately cleared by 9:00 A.M. and either directly engage the residents responsible and/or turn in a report to code enforcement. The volunteers will keep records of whether or not the responsible residents clear the sidewalk by 9:00 A.M. on school days following future snow events and report back to code enforcement regarding non-compliance with the City code. The volunteers may also leave door hangers and provide options for services that provide sidewalk clearing for free or on contracts.
- D. The COPS volunteers will also patrol the school zones looking for other infractions that may affect a child's walk to school and right to feel safe. These could be code enforcement violations (such as abandoned vehicles, garbage in lawn, junk vehicles, graffiti, etc.) or other concerns from the community or Neighborhood Resource Officers (drug houses, etc.).
- E. COPS volunteers will also provide crosswalk safety by using a COPS vehicle to sit in a visible location. This is to act as a deterrent for speeders.

### 3. TERM OF AGREEMENT

The term of this Agreement begins on April 1, 2021 and shall run through March 31, 2022, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by written agreement of the parties not to exceed two (2) additional one year contract periods depending on available funding and mutual agreement of the parties.

### 4. COMPENSATION / PAYMENT.

Compensation for Spokane C.O.P.S. services under this Agreement shall not exceed an annual flat rate of **TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$22,000.00)**, and applicable sales tax, unless modified by a written amendment to this Agreement. The parties agree that there shall be a one-time request and payment of compensation for services provided between December 1, 2019 and March 31, 2021 pursuant to Resolution No. 2019-0102 adopted by the City Council on November 18, 2019 in an amount not to exceed **TWENTY-EIGHT THOUSAND**

**AND NO/100 DOLLARS (\$28,000.00).** Total compensation under this agreement for all prior services and services provided from April 1, 2021 to March 31, 2022 shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).**

The overall annual flat fee amount will be informed by the following rates:

- A. The value for each initial foot inspection of a Designated School Access Route will be \$150.
- B. The value for each report of obstruction or other reported violation from an initial foot inspection will be an additional \$10 up to a maximum of \$100.
- C. The value for a Neighborhood Observation Patrol along a school route, if done in a marked vehicle, is \$10, up to a maximum of \$100 per route.
- D. The value for each report of a violation from a vehicle Neighborhood Observation Patrol will be an additional \$5 up to a maximum of \$100 per route.
- E. The value for each vehicle snow inspection of a Designated School Access Route will be \$50, up to a maximum of \$150.
- F. The value for each report of a snow obstruction from a vehicle snow inspection will be an additional \$5 up to a maximum of \$100 per route.
- G. The value for a crosswalk safety presence will be \$10, if the vehicle is in a visible location during a period when children are walking to or from school, up to a maximum of \$100 per route.
- H. COPS volunteers will clear snow along a sidewalk, if needed, for a value of \$10 up to \$100 per route.
- I. There will be an additional administration value of \$100 for each school added to the project.
- J. The maximum number of calculated vehicle snow inspections per school year will be three. Thus, assuming maximum reports and snow events, Each inspection/patrol/report may be done up to its maximum amount listed, however, the maximum value for one Designated School Access Route over a school year will be \$800 and the maximum value for one elementary school will be \$1,500.
- K. Any billings under this MOU shall be submitted to the City Council Budget Manager, 808 West Spokane Falls Blvd, Seventh Floor, Spokane, WA 99201, for payment of services rendered.

Spokane C.O.P.S shall submit its applications for payment to City of Spokane Accounting Department, 808 West Spokane Falls Boulevard, 4<sup>th</sup> 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 Spokane C.O.P.S and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

- A. Spokane C.O.P.S. 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 Spokane C.O.P.S.'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 Agreement shall be included in the project budgets.

## **6. 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. Spokane C.O.P.S. shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If Spokane C.O.P.S. 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.

## **7 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 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. Spokane C.O.P.S. 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.

## **8. INDEMNIFICATION.**

Spokane C.O.P.S. 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 Spokane C.O.P.S.'s negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Spokane C.O.P.S. 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 Spokane C.O.P.S.'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 Spokane C.O.P.S., its agents or employees. Spokane C.O.P.S. specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Spokane C.O.P.S.'s own employees against the City and, solely for the purpose of this indemnification and defense, Spokane C.O.P.S. specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Spokane C.O.P.S. 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.

## **9 INSURANCE.**

During the period of the Agreement, Spokane C.O.P.S. shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Spokane C.O.P.S.'s General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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 Spokane C.O.P.S. or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Spokane C.O.P.S. 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 Spokane C.O.P.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. Spokane C.O.P.S. shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

Spokane C.O.P.S. 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.

#### **11. AUDIT.**

Spokane C.O.P.S. and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. Spokane C.O.P.S. and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

Spokane C.O.P.S. 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 Spokane C.O.P.S. shall incorporate by reference this Agreement, except

as otherwise provided. Spokane C.O.P.S. 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 Spokane C.O.P.S. from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**13. TERMINATION.**

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

**14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Spokane C.O.P.S.'s services will be the degree of skill and diligence normally employed by professional Spokane C.O.P.S. performing the same or similar services at the time the services under this Agreement are performed.

**15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Spokane C.O.P.S. shall be safeguarded by Spokane C.O.P.S. Spokane C.O.P.S. shall make such data, documents and files available to the City upon the City's request. If the City's use of Spokane C.O.P.S.'s records or data is not related to this project, it shall be without liability or legal exposure to Spokane C.O.P.S.

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).

**16. 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

**17. MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. Spokane C.O.P.S., 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, Spokane C.O.P.S. shall comply with the requirements of this Section.

C. This Agreement 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 Agreement 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 Spokane C.O.P.S. after the time the same shall have become due nor payment to Spokane C.O.P.S. 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 Spokane C.O.P.S. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**SPOKANE C.O.P.S.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate Regarding debarment

21-209

## 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)

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

01/03/2022

**Date Rec'd**

12/20/2021

**Clerk's File #**

OPR 2022-0012

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

GRANTS, CONTRACTS &amp;

**Contact Name/Phone**

THEA PRINCE 625-6403

**Contact E-Mail**

TPRINCE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

5500 - INTERLOCAL AGMNT W/SPOKANE CNTY FOR DETENTION

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

INTERLOCAL

**Requisition #****Agenda Wording**

Approve five (5) year Interlocal Agreement with Spokane County for Detention Services/Geiger Work Crew Services.

**Summary (Background)**

Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$ 0

# 0

Select \$

#

Select \$

#

Select \$

#

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

WALLACE, TONYA

**Study Session\Other**

Urban Development

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Karen Stratton

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

tprince@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA



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

**Agenda Wording**

**Summary (Background)**

The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#

**Distribution List**




## Briefing Paper

### Urban Development

<b>Division &amp; Department:</b>	Finance & Purchasing
<b>Subject:</b>	Interlocal Agreement w/Spokane County for Detention Services/Geiger Corrections Center Work Crew Services
<b>Date:</b>	January 10, 2022
<b>Contact (email &amp; phone):</b>	Thea Prince ( <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> /625-6403)
<b>City Council Sponsor:</b>	CM Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	.
<p><u>Background/History:</u> <i>Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230 The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>The Geiger Correction Work Crew provides a needed service by regularly cleaning up public areas with quick response to the City's needs and requests.</li> <li>For Council Consideration. Approve this Interlocal Agreement for a period of five (5) years</li> <li>Funding will be from each individual department through a contract.</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: DOE Grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) See related SBO</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>	

## ATTACHMENT "A" SCOPE OF WORK

A. The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide offender work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:

1. Code Enforcement
2. Parks & Rec
3. Parks & Rec Golf
4. Parks & Rec Riverfront Park
5. Solid Waste Collection
6. Solid Waste Disposal
7. Neighborhood Services
8. Engineering

B. The services provided to the City of Spokane by the offender work crew shall consist of, but not be limited to, the following:

1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
3. Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
4. Graffiti abatement: paint over or remove the graffiti
5. Moving/hauling tasks
6. Event preparation: set up/tear down as necessary
7. Basic non-skilled labor
8. Snow removal

C. General guidelines for the use of offender labor:

The use of offender work crews is dependent on the availability of appropriate offender labor. Offender work crew members are subject to change due to factors outside of Spokane County's control.

Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact offender work crew schedules and availability.

D. Offender work crews cannot perform the following tasks:

2. Activities that involve the use of pesticides or chemical agents - household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;
3. Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
4. Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;
5. Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
6. Activities around electrical panels, electrical wiring or energized lines - overhead or underground;
7. Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
8. Operating equipment that requires certification or licensing;
9. Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
10. Any task not listed that may pose significant safety or security risks.

## ATTACHMENT "B"

### SCHEDULE OF SERVICE FEES

This schedule sets forth the services fees for the activities as set forth in Attachment "A" Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Offender work crews and supervisor services will be billed at the rates below (maximum daily rate is Three Hundred Eighty-Five Dollars (\$385.00) and there is a daily minimum of 2-hour) per offender work crew:

5-8 hours \$385.00

4 hours \$217.50

3 hours \$169.50

2 hours \$121.25

- In addition to the hourly offender work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE  
AND  
SPOKANE COUNTY FOR DETENTION SERVICES/GEIGER CORRECTIONS  
CENTER WORK CREW SERVICES**

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES.”

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (sometimes hereinafter referred to as the “Board”) has the care of county property and management of county funds and business; and

**WHEREAS**, the City of Spokane has a need for manual labor to assist with duties as assigned by the designated authority in the following City of Spokane Departments: (1) Code Enforcement; (2) Parks & Rec; (3) Parks & Rec Golf; (4) Parks & Rec Riverfront Park; (5) Solid Waste Collection; (6) Solid Waste Disposal (7) Neighborhood Services; and (8) Engineering; and

**WHEREAS**, based on the City of Spokane’s need, the PARTIES desire to enter into an Interlocal Agreement wherein they reduce to writing the COUNTY’s responsibilities through Spokane County Detention Services/Geiger Corrections Center work crew, as well as the CITY’s responsibility to reimburse the COUNTY for providing such services; and

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES hereto agree as follows:

**SECTION NO. 1: PURPOSE/SERVICES**

The purpose of this AGREEMENT is to set forth the PARTIES’ understanding of the terms and conditions under which the COUNTY, through its Detention Services/Geiger Corrections Center work crew will provide services as set forth in the Scope of Work attached hereto as Attachment “A” and incorporated by reference.

**SECTION NO. 2: TERM**

This AGREEMENT shall commence on January 1, 2022 and terminate on December 31, 2026.

### **SECTION NO. 3: COMPENSATION**

The CITY shall reimburse the COUNTY in accordance with the rates provided in Attachment "B" Schedule of Service Fees, attached hereto and incorporated herein by reference for all services furnished and completed under this AGREEMENT.

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

### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The employees, agents, servants or otherwise of each Party who are engaged in the performance of this AGREEMENT will continue to be employees, agents, servants or otherwise of that Party and will not for any purpose be employees, agents, servants or otherwise of the other Party.

### **SECTION NO. 5: VENUE STIPULATION**

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

### **SECTION NO. 6: COMPLIANCE WITH LAWS**

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT.

### **SECTION NO. 7: NONDISCRIMINATION**

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the COUNTY will receive payment under the provisions of this AGREEMENT.

### **SECTION NO. 8: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, the COUNTY may terminate this AGREEMENT by providing written notice of such termination to the CITY'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 CITY, in its sole discretion and in the best interests of the CITY, 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 COUNTY. Upon notice of termination for convenience, the CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds. In the event of termination, the COUNTY shall be liable for all damages as authorized by law. The rights and remedies of the CITY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **SECTION NO. 9: TERMINATION OR SUSPENSION FOR CAUSE**

In the event the CITY, in its sole discretion, determines the COUNTY 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 COUNTY unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the CITY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The CITY may notify the COUNTY in writing of the need to take corrective action and provide a period of time in which to cure any defect identified. The CITY is not required to allow the COUNTY an opportunity to cure if it is not feasible as determined solely within the CITY's discretion. Any time allowed for cure shall not diminish or eliminate the COUNTY's liability for damages or otherwise affect any other remedies available to the CITY. If the CITY allows the COUNTY an opportunity to cure, the CITY shall notify the COUNTY 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 CITY, or if such corrective action is deemed by the CITY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the COUNTY, if allowed, or pending a decision by the CITY to terminate the AGREEMENT in whole or in part.

In the event of termination, the COUNTY 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 CITY 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 COUNTY: (1) was not in default or material breach, or (2) failure to perform was outside of the COUNTY's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### **SECTION NO. 10: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the CITY terminates this AGREEMENT, the COUNTY 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 CITY may require the COUNTY to deliver to the CITY 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 CITY shall pay to the COUNTY an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the CITY prior to the effective date of the AGREEMENT termination, and the amount agreed upon by the COUNTY and CITY for (i) completed work, supplies and services provided for which no separate price is stated, (ii) partially completed work, supplies and services provided which are accepted by the CITY, (iii) other work, supplies and services which are accepted by the CITY, 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 CITY shall determine the extent of the liability of the COUNTY. The CITY shall have no other obligation to the COUNTY for termination. The CITY may withhold from any amounts due the COUNTY such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY 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 CITY in writing, the COUNTY 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, and/or supplies, 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 CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the COUNTY under the orders and sub-contracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- 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 CITY to the extent the CITY may require, which approval or ratification shall be final for all the purposes of this clause;



- E. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY;
- F. Complete performance of such part of the work as shall not have been terminated by the CITY in compliance with all contractual requirements; and
- G. Take such action as may be necessary, or as the CITY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the COUNTY and in which the CITY has or may acquire an interest.

In the event the COUNTY 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 CITY 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 COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand. In the event the CITY is required to institute legal proceedings to enforce the recapture provision, the CITY shall be entitled to its costs and expenses thereof, including attorney fees from the COUNTY.

#### **SECTION NO. 11: INDEMNIFICATION**

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

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

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

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

#### **SECTION NO. 12: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by the COUNTY. Upon request, the CITY shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

The CITY shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **SECTION NO. 13: NOTICES**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove for such PARTY, or at such other address as either PARTY shall from time-to-time designate by notice in writing to the other PARTY.

#### **SECTION NO. 14: LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

## **SECTION NO. 15: HEADINGS**

The section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

## **SECTION NO. 16: ANTI-KICKBACK**

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

## **SECTION NO. 17: AMENDMENTS**

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

## **SECTION NO. 18: WAIVER**

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this AGREEMENT unless stated to be such in writing and signed by personnel authorized to bind each of the PARTIES.

## **SECTION NO. 19: INSURANCE**

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

GENERAL LIABILITY INSURANCE: the COUNTY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the CITY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "City of Spokane, Its' Officers, Agents And Employees, Are Named As An Additional Insured With Respect To The Interlocal Agreement Between the City of Spokane and Spokane County For Detention Services/Geiger Corrections Center Work Crew Services".

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

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

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

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the CITY shall be excess and not contributory insurance to that provided by the COUNTY.

The COUNTY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved. Said proof of insurance should be mailed to the address designated by the CITY. Upon request, the COUNTY shall forward the original policy, or endorsement obtained.

Failure of the COUNTY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the CITY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the COUNTY from liability in excess of such amounts.

#### **SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The PARTIES have read and understand all of this AGREEMENT, and now states that no representation, promise or agreement not expressed in this AGREEMENT has been made to induce the PARTIES to execute the same.

#### **SECTION NO. 21: SEVERABILITY**

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed to modify to conform to such statutory provision.

#### **SECTION NO. 22: EXECUTION AND APPROVAL**

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this AGREEMENT.

#### **SECTION NO. 23: COUNTERPARTS**

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### **SECTION NO. 24: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

#### **SECTION NO. 25: NO THIRD PARTY BENEFICIARIES**

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

#### **SECTION NO. 26: FEDERAL DEBARMENT AND SUSPENSION VERIFICATION**

The COUNTY certifies, by signing this AGREEMENT, that neither it nor its' principals nor any subcontractor nor its' principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The COUNTY shall provide immediate written notice to the CITY if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

#### **SECTION NO. 27: EXCUSABLE DELAYS**

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

Upon the COUNTY's request, the CITY shall consider the facts and extent of any failure to perform the work and if the CITY's failure to perform was without it or its subcontractors fault or negligence, the AGREEMENT schedule and/or any other affected provision of this AGREEMENT shall be revised accordingly; subject to the CITY's rights to change, terminate or stop any or all of the work at any time.

#### **SECTION NO. 28: CONFLICT OF INTEREST**

No officer or employee of the CITY; no member, officer, or employee of the COUNTY 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 the COUNTY 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.

#### **SECTION NO. 29: LIABILITY**

Each PARTY agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent required by law. It is further provided that no liability shall attach to the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

#### **SECTION NO. 30: SUCCESSORS AND ASSIGNS**

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants

of this AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party to this AGREEMENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CITY.

### **SECTION NO. 31: SURVIVAL**

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

### **SECTION NO. 32: ASSIGNMENT**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by either Party without prior written consent of the other Party.

### **SECTION NO. 33: ATTORNEYS' FEES**

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

### **SECTION NO. 34: ENFORCEMENT COSTS**

If any legal action or other proceeding is brought to enforce this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees as determined by a court in conjunction with such legal proceedings.

### **SECTION NO. 35: SEPARATE LEGAL ENTITY**

This AGREEMENT does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the PARTIES that the COUNTY's Detention Services/Geiger Corrections Center-work crews provide services as set forth in Attachment "A" Scope of Work.

### **SECTION NO. 36: AGREEMENT TO BE FILED**

The CITY shall file this AGREEMENT with its City Clerk. The COUNTY shall file this AGREEMENT with its County Auditor or will place the AGREEMENT on its website.

**IN WITNESS WHEREOF**, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

**DATED:** \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

ATTEST:

\_\_\_\_\_  
JOSH KERNS, Vice Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
SHELLY O'QUINN, Commissioner

**DATED:** \_\_\_\_\_

CITY OF SPOKANE

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

Its: \_\_\_\_\_  
(Title)

**ATTACHMENT "A"**  
**SCOPE OF WORK**

The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide inmate work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:



- Code Enforcement
- Parks & Rec
- Parks & Rec Golf
- Parks & Rec Riverfront Park
- Solid Waste Collection
- Solid Waste Disposal
- Neighborhood Services
- Engineering

The services provided to the City of Spokane by the inmate work crew shall consist of, but not be limited to, the following:

- Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
- Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
- Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
- Graffiti abatement: paint over or remove the graffiti
- Moving/hauling tasks
- Event preparation: set up/tear down as necessary
- Basic non-skilled labor
- Snow removal

General guidelines for the use of offender labor:

The use of inmate work crews is dependent on the availability of appropriate offender labor. Inmate work crew members are subject to change due to factors outside of Spokane County's control.

Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact inmate work crew schedules and availability.

Inmate work crews cannot perform the following tasks:

- Activities that involve the use of pesticides or chemical agents – household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;
- Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
- Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;

- Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
- Activities around electrical panels, electrical wiring or energized lines – overhead or underground;
- Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
- Operating equipment that requires certification or licensing;
- Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
- Any task not listed that may pose significant safety or security risks.

## **ATTACHMENT “B” SCHEDULE OF SERVICE FEES**

This schedule sets forth the services fees for the activities as set forth in Attachment “A” Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Inmate work crews and supervisor services will be billed at Three Hundred Eighty-Five Dollars (\$385.00) per inmate work crew, with a 2-hour minimum:
 

5-8 hours	\$385.00
4 hours	\$217.50
3 hours	\$169.50
2 hours	\$121.25
- In addition to the hourly inmate work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.





**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/13/2021
<b>Clerk's File #</b>	OPR 2017-0727
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	2022 FUNDS

<b>Submitting Dept</b>	HUMAN RESOURCES
<b>Contact Name/Phone</b>	MEGHANN 6903 STEINOLFSON
<b>Contact E-Mail</b>	MSTEINOLFSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0620 UNIVERSAL TRANSIT ACTION PASS (U-TAP) PROGRAM CONTRACT RENEWAL

**Agenda Wording**

Universal Transit Action Pass (U-TAP) Program Contract Renewal - 4th Amendment

**Summary (Background)**

This program has been in place since 2012. It enables City staff to utilize the City-issued ID card as a transit pass though Spokane Transit Authority (STA).

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 31,426	<b><u>Budget Account</u></b>	# 0020-88400-18900-54201
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	STEINOLFSON, MEGHANN
<b><u>Division Director</u></b>	STEINOLFSON, MEGHANN
<b><u>Finance</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Urban Experience 12/13/21
<b><u>Council Sponsor</u></b>	CM Stratton & CM Wilkerson

**Distribution List**

	msteinolfson@spokanecity.org
	rkokot@spokanecity.org
<b><u>Additional Approvals</u></b>	dcoley@spokanecity.org
<b><u>Purchasing</u></b>	jquick@spokanecity.org
	rwest@spokanetransit.com

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Human Resources – Employee Benefits
<b>Subject:</b>	Universal Transit Action Pass (U-TAP) Program Contract Renewal
<b>Date:</b>	12/7/2021
<b>Contact (email &amp; phone):</b>	Meghann Steinolfson, <a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a> 625-6903
<b>City Council Sponsors:</b>	CM Stratton and CM Wilkerson
<b>Executive Sponsor:</b>	Meghann Steinolfson, Interim Human Resources Director
<b>Committee(s) Impacted:</b>	Finance & Administration
<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>	Sustainable Resources
<b>Deadline:</b>	12/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Secure contract for 2022 to enable continuation of the U-TAP program

Background/History:

This program has been in place since 2012. It enables City staff to utilize the City-issued ID card as a transit pass through Spokane Transit Authority (STA).

Executive Summary:

Providing access to mass transit promotes environmentally sustainable travel to and from the work location which reduces carbon emissions from single occupant vehicles and wear and tear on city roadways. Additionally, it is a benefit to employees, which enables the City to be competitive in the labor market, aligns with our goal of becoming an employer of choice and developing a 21<sup>st</sup> Century Workforce.

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:

## FOURTH AMENDMENT TO THE CITY OF SPOKANE UNIVERSAL TRANSIT ACCESS PASS AGREEMENT

This “Fourth Amendment” to the City of Spokane Universal Transit Access Pass Agreement is between the **City of Spokane** and the **Spokane Transit Authority**; jointly referred to as “Parties”.

WHEREAS, on November 27, 2017, the Parties executed the City of Spokane Universal Transit Access Pass Agreement (“Agreement”); and

WHEREAS, on January 23, 2019, the Parties executed the First Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2019 Renewal Term and modifying certain terms of the Agreement; and

WHEREAS, on February 19, 2020, the Parties executed the Second Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2020 Renewal Term; and

WHEREAS, on January 19, 2021, the Parties executed the Third Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2021 Renewal Term; and

WHEREAS, Section 4 of the Agreement allows for an annual adjustment of the Direct Utility Rates and the NTE Fee for each Renewal Term.

NOW, THEREFORE, the Parties agree as follows:

The following changes shall be effective January 1, 2022:

1. The NTE Fee for the 2022 Renewal Term is \$31,426.00 (thirty-one thousand, four hundred, twenty-six dollars and zero cents).
2. Exhibit A shall be replaced with Exhibit A, *2021-22 Direct Utility Rates*, attached hereto.

All other terms, prices and conditions as they currently relate to this Agreement shall remain unchanged.

[signatures on the following page]

**City of Spokane**

**Spokane Transit Authority**

\_\_\_\_\_  
By: Nadine Woodward  
Title: Mayor

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

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

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

Approved as to form:

\_\_\_\_\_  
Title: Assistant City Attorney

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

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

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

Attest:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

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

Approved as to form:

\_\_\_\_\_  
Name: Laura McAloon  
Title: STA Attorney

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

# EXHIBIT A

2021-22 Direct Utility Rates		
Route	Route Name	Direct Utility Rate (per Boarding)
4	5-Mile P&R to Moran Station	\$ 1.01
11	Plaza/Arena Shuttle	\$ 1.04
12	Southside Medical Shuttle	\$ 1.07
20	SFCC	\$ 1.03
21	West Broadway	\$ 0.77
22	Northwest Boulevard	\$ 0.97
23	Maple/Ash	\$ 0.96
25	Division	\$ 0.93
26	Lidgerwood	\$ 1.19
27	Hillyard	\$ 1.18
28	Nevada	\$ 1.12
29	S.C.C.	\$ 1.09
32	Trent/Montgomery	\$ 1.30
33	Wellesley	\$ 0.96
34	Freya	\$ 0.98
39	Mission	\$ 1.02
42	South Adams	\$ 0.86
43	Lincoln/37th	\$ 1.00
45	Perry District	\$ 0.95
60	Airport via Browne's Addition	\$ 1.26
61	Highway 2 via Browne's Addition	\$ 1.49
62	Medical Lake	\$ 1.51
63	Airway Heights/West Plains	\$ 1.38
64	Cheney/West Plains	\$ 1.63
66	EWU	\$ 1.62
67	Swoop Loop	\$ 0.85
68	Cheney Loop	\$ 0.98
74	Mirabeau/Liberty Lake	\$ 1.63
90	Sprague	\$ 1.27
94	East Central/Millwood	\$ 1.16
95	Mid-Valley	\$ 1.22
96	Pines/Sullivan	\$ 1.22
97	South Valley	\$ 1.23
98	Liberty Lake via Sprague	\$ 1.20
124	North Express	\$ 1.55
144	South Express	\$ 1.05
172	Liberty Lake Express	\$ 1.63
173	VTC Express	\$ 1.63
190	Valley Express	\$ 1.63
342/343	Bureau/Fairgrounds Shuttle	\$ 0.88
633	Geiger Shuttle	\$ 0.85
662	EWU North Express	\$ 1.63
663	EWU VTC Express	\$ 1.63
664	EWU South Hill Express	\$ 1.63
X	New or Special Event Route	\$ 1.21
P	Paratransit Utility Rate	\$ 2.00



# City of Spokane Universal Access Transit Access Program (UTAP) 2022



# COVID-19 Implications

- STA highly values its relationship with the City of Spokane.
- STA has and will continue a heightened disinfectant protocol on transit vehicles and facilities, as well as provide important information to customers and the public about preventing the spread of COVID-19.
- Public transit will continue to be an important public service as we enter COVID-19 recovery.
- STA recognizes the shift in ridership trends and other financial impacts on our UTAP partners.
- STA has deviated from the standard contract development process until 2023 when there is sufficient data to establish a new trend.



# UTAP

## City of Spokane Pass Program

### Benefits

- **Comply with Commute Trip Reduction requirements.** In Washington state, metro-area businesses with more than 100 employees must make a good faith effort to reduce drive-alone trips among staff members. Taking full advantage of commuter options from STA can help larger employers meet that goal.
- **Recruiting and Retention Benefit.** By offering employer-sponsored transit benefits, businesses can set themselves apart from the crowd and secure the best people for the job at hand.
- **Minimize congestion.** A healthy public transit system helps cut drive-time and traffic while reducing wear-and-tear on roads and improving freight movement throughout the region.
- **Keep Spokane beautiful.** The natural beauty of our region is one of the reasons we love living, working and playing here. A community-wide commitment to accessible, affordable public transit will go a long way toward keeping our air clean and our parks green.
- **Parking Mitigation.** Providing transit passes for employees can help lower parking congestion.

# UTAP

## City of Spokane Pass Program

### UTAP Explanation

- Pay by each unlinked Trip (actual use)
- By using the UTAP program as a convenient transportation option, the City of Spokane will experience more occasional ridership which generates the public and organizational benefits mentioned on the previous slide.
- Highly valued benefit to employees



# UTAP City of Spokane Pass Program

## Contract formula

- Ridership by routes x Individual route utility rate = monthly bill
- Establish a “Not To Exceed” (NTE) total contract cost for contract period
- Customer is only billed for trips taken
- Rides above the NTE are free to the customer



# City of Spokane Ridership

Ridership  
:

	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
<b>2021</b>	1,148	1,180	1,314	1,307	1,245	1,530	1,639	1,704	1,697	1,418	1,418	418	1,701
<b>2020</b>	5,942	5,129	2,915	-	-	-	950	1,021	908	1,192	1,063	051	1,017
<b>2019</b>	5,977	5,361	5,297	5,269	5,263	5,514	5,734	5,539	4,980	5,764	4,745	143	5,456

- October-December 2021 ridership (shaded in grey) are estimates.
- No fare charged April-June 2020 as safety measure (left blank).



# City of Spokane Pass Program

2020 NTE	2020 Billing	2021 NTE	YTD Billing	2021 Projected
\$ 75,700.00	\$ 23,537.50	\$ 51,708.00	\$ 15,714.53	\$ 20,952.71

## 2022 Proposal:

- Not To Exceed (NTE) Annual Contract Price: **\$31,426**
  - **39% decrease** from the 2021 NTE amount of \$51,708
- Monthly billing based on actual ridership
- Total annual amount billed will never exceed NTE
- In partnership with the City, 2022 actuals will be used to project 2023 ridership levels and the NTE.



# Sample Monthly Invoice

Individual route rates were  
calculated in June for 2022

- Monthly billing will reflect new rates
- Total of monthly billings will not be greater than 'Not to Exceed' ceiling

Spokane Transit Authority Bus Pass Program 2020					
Customer <b>WSU</b>					
Period <b>August 2020</b>					
Not to Exceed Contract Rate		\$ 31,025			
Route	Rate	Boardings	Rides 1-30	Rides 31+	Billing
4 Monroe-Regal (new route-24 & 44 Combo)	\$0.98	42	36	6	\$38.22
11 Arena Shuttle	\$1.00	19	12	7	\$15.50
12 Medical Shuttle	\$1.06	10	10	-	\$10.60
20 Spokane Falls Community College	\$1.02	39	21	18	\$30.60
21 West Broadway	\$0.78	-	-	-	\$0.00
22 NW Blvd.	\$0.95	75	30	45	\$49.88
23 Maple/Ash	\$0.95	26	17	9	\$20.43
25 Division	\$0.91	93	81	12	\$79.17
26 Lidgerwood	\$1.18	89	63	26	\$89.68
27 Hillyard	\$1.13	1	1	-	\$1.13
28 Nevada	\$1.16	104	83	21	\$108.46
29 SCC	\$1.10	37	19	18	\$30.80
32 Trent/Montgomery	\$1.37	-	-	-	\$0.00
33 Wellesley	\$0.89	13	6	7	\$8.46
34 Freya	\$1.03	-	-	-	\$0.00
39 Mission	\$1.04	2	2	-	\$2.08
42 South Adams	\$0.86	-	-	-	\$0.00
43 Lincoln/37th	\$0.96	2	2	-	\$1.92
45 Regal	\$1.02	-	-	-	\$0.00
60 Airport/Browne's Add	\$1.24	6	6	-	\$7.44
61 Highway 2/ Browne's Add	\$1.38	12	11	1	\$15.87
62 Medical Lake	\$1.41	-	-	-	\$0.00
63 Airway Heights/ West Plains (new route)	\$1.40	-	-	-	\$0.00
64 Cheney/West Plains	\$2.00	3	3	-	\$6.00
66 Cheney/EWU	\$1.50	8	8	-	\$12.00
662 EWU North Express	\$1.87	-	-	-	\$0.00
663 EWU VTC Express	\$1.91	-	-	-	\$0.00
664 EWU South Hill Express	\$2.00	-	-	-	\$0.00
67 Swoop Loop	\$0.73	-	-	-	\$0.00
68 Cheney Loop	\$0.92	-	-	-	\$0.00
74 Mirabeau/Liberty Lake	\$1.83	-	-	-	\$0.00
888 Special Events	\$1.24	-	-	-	\$0.00
90 Sprague	\$1.26	5	5	-	\$6.30
94 East Central	\$1.16	2	2	-	\$2.32
95 Mid Valley	\$1.22	2	2	-	\$2.44
96 Pines/Sullivan	\$1.16	-	-	-	\$0.00
97 South Valley	\$1.17	-	-	-	\$0.00
98 Liberty Lake via Sprague	\$1.14	-	-	-	\$0.00
124 North Express	\$1.44	-	-	-	\$0.00
144 South Express (new route)	\$1.01	1	1	-	\$1.01
172 Liberty Lake Express	\$2.00	-	-	-	\$0.00
173 Valley Transit Center Express	\$1.61	1	1	-	\$1.61
190 Valley Express	\$1.61	-	-	-	\$0.00
342 Fair Shuttle	\$1.02	-	-	-	\$0.00
P Paratransit	\$2.00	-	-	-	\$0.00
<b>Total</b>		<b>592</b>	<b>422</b>	<b>170</b>	<b>\$541.91</b>
Amount Due	\$541.91				
Previous billings on Contract					
Remaining on Contract	\$ 30,483.10				



Thank you for partnering with  
Spokane Transit and supporting  
public transportation!





**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	1/13/2021
<b>Clerk's File #</b>	CPR 2021-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	LEONARD DAVIS 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-CLAIMS-2021

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/10/2021.  
Total:\$11,554,151.61 with Parks & Library claims being approved by their respective boards. Claims excluding  
Parks & Library Total:\$11,031,647.26

**Summary (Background)**

Pages 1-31 Check numbers: 583035- 583167 ACH payment numbers: 97216- 97507 On file for review in City  
Clerks Office: 31 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 11,031,647.26		# Various
Select \$		#
Select \$		#
Select \$		#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>
<b>Legal</b>	PICCOLO, MIKE	
<b>For the Mayor</b>	ORMSBY, MICHAEL	
<b>Additional Approvals</b>		
<b>Purchasing</b>		

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 49

APPROVAL FUND SUMMARY

DATE: 12/13/21  
TIME: 08:02  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	144,371.81
1100	STREET FUND	21,829.38
1200	CODE ENFORCEMENT FUND	909.97
1300	LIBRARY FUND	163.54
1380	TRAFFIC CALMING MEASURES	1,118.00
1400	PARKS AND RECREATION FUND	634.62
1460	PARKING METER REVENUE FUND	2,020.27
1500	PATHS AND TRAILS RESERVE FUND	9,900.00
1560	FORFEITURES & CONTRIBUTION FND	565.00
1590	HOTEL/MOTEL TAX FUND	367,564.68
1620	PUBLIC SAFETY & JUDICIAL GRANT	67,197.57
1630	COMBINED COMMUNICATIONS CENTER	372.76
1640	COMMUNICATIONS BLDG M&O FUND	18,751.48
1910	CRIMINAL JUSTICE ASSISTANCE FD	420,793.45
1950	PARK CUMULATIVE RESERVE FUND	66,581.46
1970	FIRE/EMS FUND	51,614.10
1990	TRANSPORTATION BENEFIT FUND	737,898.88
3200	ARTERIAL STREET FUND	697,139.60
4100	WATER DIVISION	151,703.80
4250	INTEGRATED CAPITAL MANAGEMENT	2,306,613.42
4300	SEWER FUND	303,447.56
4480	SOLID WASTE FUND	2,270,836.94
4600	GOLF FUND	5,964.44
4700	DEVELOPMENT SVCS CENTER	5,530.05
5100	FLEET SERVICES FUND	321,222.46
5200	PUBLIC WORKS AND UTILITIES	30,582.03
5300	IT FUND	85,386.98
5310	IT CAPITAL REPLACEMENT FUND	151,322.29
5400	REPROGRAPHICS FUND	7,072.34
5500	PURCHASING & STORES FUND	114.66
5600	ACCOUNTING SERVICES	11,747.47
5700	MY SPOKANE	7,298.40
5800	RISK MANAGEMENT FUND	46,789.01
5810	WORKERS' COMPENSATION FUND	8,959.59
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	746,412.11
5900	ASSET MANAGEMENT FUND OPS	12,232.23
5901	ASSET MANAGEMENT FUND CAPITAL	202,291.76
5902	PROPERTY ACQUISITION POLICE	918,044.23
5903	PROPERTY ACQUISITION FIRE	6,880.56
6070	FIREFIGHTERS' PENSION FUND	180,178.65
6080	POLICE PENSION FUND	64,796.10
6255	LAW ENFORCEMENT RECORDS MGMT	4,962.50
TOTAL:		10,460,316.15

REPORT: PG3640  
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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/13/21  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	19,279.31		
00583035	ALLIANCE FOR WATER EFFICIENC	360.00		
00583036	AT&T MOBILITY	25.61		
00583037	C LINK LLC	356.19		
00583038	GARLAND PRINTING CO	109.00		
00583039	RASIER LLC	15,832.76		
00583040	SERVPRO OF NORTHWEST SPOKANE	406.50		
00583041	THYSSENKRUPP ELEV CO	500.00		
00583042	LUMEN	25.00		
00583043	MAINSTREAM ELECTRIC INC	190.00		
00583044	SPOKANE PUBLIC FACILITIES DI	45.00		
00583045	MCVAY BROTHERS MIKE MCVAY	34.00		
00583046	JOHN HOYE	218.00		
00583047	JEFFREY S MCINTYRE	14.03		
00583048	O'REILLY AUTOMOTIVE STORES I	167.23		
00583049	PITNEY BOWES	2,180.00		
00583050	SAFETY KLEEN CORPORATION	219.50		
00583051	SALT DISTRIBUTORS INC	10,897.51		
00583052	STRIPE RITE INC	9,900.00		
00583053	TRUCKPRO HOLDING CORPORATION	562.25		
00583054	US BANK	21,027.55		
00583055	NATIONSERVE	479.60		
00583056	WHITE BLOCK COMPANY INC	727.24		
00583057	A TO Z RENTALS			3,582.81
00583058	ABADAN REPROGRAPHICS			52.97
00583059	CRITERION PICTURES			1,740.00
00583060	JAMES DIETZ			2,299.90
00583061	CARISSA R GREGG			155.68
00583062	INLAND EMPIRE GOLF COURSE			260.00
00583063	IRENE WEILER			39.13
00583064	TIMOTHY DESJARLAIS			31.75
00583065	JENNIFER RIDDEL			210.00
00583066	PARK DEPT IMPREST FUND			141.70
00583067	PEROVICH PARTNERS INC			2,499.54
00583068	SPOKANE PRODUCTION SERVICE			248.08
00583069	WA STATE DEPT OF AGRICULTURE			100.00
00583070	ABADAN REPROGRAPHICS	105.95		
00583071	CENTURYLINK	132.60		
00583072	TESTAMERICA LABORATORIES INC	2,070.50		
00583073	GARLAND PRINTING CO	87.20		
00583074	INDUSTRIAL WELDING CO INC	22,236.00		
00583075	MACKIN & LITTLE INC	82.00		
00583076	GOODALE & BARBIERI	19.00		
00583077	WHITWORTH UNIVERSITY	88.00		
00583078	PITNEY BOWES	2,616.00		
00583079	SPOKANE REGIONAL CLEAN AIR	60,130.02		
00583080	WASHINGTON LEOFF	1,790.34		
00583081	CENTURYLINK		551.83	
00583082	LEVEL 3 FINANCING INC		843.58	
00583083	COMMUNITY COLLEGES OF SPOKAN			258.75
00583084	BROOKDALE SENIOR LIVING	7,000.00		
00583085	BROOKDALE SENIOR LIVING	5,776.00		
00583086	CONSONUS PHARMACY SERVICES	9.24		

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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583087	GERARD T DEATHERAGE	225.00		
00583088	RONALD ERICKSON	59.48		
00583089	EVERGREEN FOUNTAINS LLC	4,100.00		
00583090	THE NATIVE PROJECT	100,000.00		
00583091	OMNICARE LLC	214.87		
00583092	SNOW PEAK 1 LIBERTY LAKE REA	14,250.00		
00583093	SULLIVAN VENTURES, LLC	5,825.00		
00583094	WATERFORD ON SOUTH HILL SPE	13,019.84		
00583095	UNITED RENTALS NW INC	1,635.00		
00583096	HOWARD R VARNER	39.00		
00583097	JAMES VEITENHEIMER	75.00		
00583098	HAROLD WILLIAMS	325.00		
00583099	LISA COX		8.96	
00583100	ENERGY CONTROL INC		2,500.00	
00583101	ANDERS MORLEY		50.00	
00583102	SPOKANE CITY TREASURER		5,368.74	
00583103	WASHINGTON TRUST BANK		27.89	
00583131	ADVANCE AUTO PARTS	33.74		
00583132	CENTURYLINK	166.61		
00583133	DIRECT AUTOMOTIVE DISTRIBUTI	1,197.45		
00583134	TESTAMERICA LABORATORIES INC	39.50		
00583135	GARLAND PRINTING CO	152.60		
00583136	HI-LINE ELECTRIC CO	443.53		
00583137	SPOKANE POLICE DEPARTMENT	20.00		
00583138	JENNA NELSON	13.00		
00583139	RAYMOND SPIES	237.00		
00583140	JAMIE LEWIS	139.00		
00583141	ELINA YURKIN	139.00		
00583142	LUNDGREN FIRE AND RESCUE	3,041.10		
00583143	PITNEY BOWES	1,637.02		
00583144	SPOKANE CITY TREASURER	4,129.88		
00583145	UNITED PARCEL SERVICE	50.50		
00583146	WA STATE PATROL	4,962.50		
00583147	ASSOC OF WASHINGTON CITIES	375.00		
00583148	BOUND TREE MEDICAL LLC	321.33		
00583149	CENTURYLINK	203.69		
00583150	TESTAMERICA LABORATORIES INC	172.50		
00583151	SHARON SNELL	1,129.85		
00583152	WITTENBERG ENTERPRISES INC	500.00		
00583153	DORA CORTEZ	114.00		
00583154	RONALD CRONE BARBARA BAUBLI	38.00		
00583155	JONATHON AND RAMONA MACK	139.00		
00583156	JOSEPH CHAPMAN & MELINDA CRA	299.00		
00583157	O'REILLY AUTOMOTIVE STORES I	332.31		
00583158	SIGN MAN INC	348.48		
00583159	SPOKANE CITY TREASURER	969.93		
00583160	SPOKANE CITY TREASURER	532.63		
00583161	SPOKANE CITY TREASURER	58.94		
00583162	T-MOBILE	96.31		
00583163	CENTURYLINK			2,768.40
00583164	CENTURYLINK COMMUNICATIONS I			1,465.11
00583165	KEVIN SHARRAI			52.39
00583166	PEROVICH PARTNERS INC			1,339.75

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CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583167	THE GUARDIANS FOUNDATION INC	6,303.60		

80097216	ACI NORTHWEST INC		431.64
80097217	ADVANCED TRAFFIC PRODUCTS IN	962.97	
80097218	ALLIED ENVELOPE	840.15	
80097219	ARAMARK UNIFORM SERVICES	127.39	
80097220	AURORA WORLD INC		156.17
80097221	AUSTIN KAYAK LLC.		1,092.97
80097222	JOHN MENETTO	483.11	
80097223	CDW GOVERNMENT INC	1,099.95	
80097224	CITY SERVICE VALCON LLC	23,570.83	
80097225	COMCAST	191.00	
80097226	COMPUNET INC	18,125.08	
80097227	CONSOLIDATED SUPPLY CO	21,756.76	
80097228	CONTROL SOLUTIONS NW INC	8,249.01	
80097229	COPIERS NORTHWEST INC	12,957.60	
80097230	CORE & MAIN LP	10,141.29	
80097231	CREEK AT QUALCHAN GOLF COUR		564.55
80097232	DELL MARKETING LP	90,448.40	359.70
80097233	DEVRIES INFORMATION MANAGEME	14.36	
80097234	DEXON COMPUTER INC	5,372.00	
80097235	HARWIN LLC	223.45	
80097236	ELECTRONIC CONCIERGE		790.26
80097237	ENVIRONMENT CONTROL OF SPOKA	4,375.00	
80097238	FASTENAL CO	2,252.22	
80097239	ENCORE VENTURES LLC		544.79
80097240	FINNOE DESIGN LLC	32,544.14	
80097241	FIREPOWER INC	2,610.84	654.00
80097242	WINGFOOT COMMERCIAL TIRE	15,836.63	
80097243	GORDON TRUCK CENTERS INC DBA	66,581.46	
80097244	H D FOWLER COMPANY	21,750.73	
80097245	HEARN BROS PRINTING INC	1,092.18	
80097246	HELENA AGRI-ENTERPRISES		7,771.70
80097247	ICON CORPORATION	1,376.67	
80097248	INSIGHT DISTRIBUTING INC	2,080.32	
80097249	INSTANT SIGN FACTORY		659.23
80097250	INTERMOUNTAIN SIGN & SAFETY		1,613.20
80097251	JRM ENTERPRISES INC	84.00	
80097252	KAISER FOUNDATION HEALTH PLA	162,186.72	
80097253	KENWORTH SALES COMPANY	751.99	
80097254	KEYSTONE LAWN & TREE CARE	763.00	
80097255	LOOMIS ARMORED US INC		9,973.96
80097256	LSB CONSULTING ENGINEERS PLL	342.50	
80097257	LAURI WEINMANN	3,316.53	
80097258	NAPA AUTO PARTS	579.66	
80097259	NATIONAL COLOR GRAPHICS INC	4,234.65	
80097260	NEPTUNE TECHNOLOGY GROUP INC	54,135.81	
80097261	NORCO INC	1,492.06	
80097262	NOVUS AUTO GLASS	195.93	
80097263	NW LANDSCAPE MAINTENANCE INC	188.24	
80097264	OXARC INC	1,128.97	
80097265	PAPE MACHINERY INC	11,984.89	
80097266	PRO MECHANICAL SERVICES INC	3,030.63	
80097267	SCALETRON INDUSTRIES LTD	2,449.09	

REPORT: PG3640 CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097268	SETINA MANUFACTURING INC	456.16		
80097269	SHI CORP	14,056.44		511.58
80097270	SITEONE LANDSCAPE SUPPLY LLC			2,237.36
80097271	SOLID WASTE SYSTEMS INC	6,988.57		
80097272	SPECIALTY MOBILE MIX INC	550.45		

80097273	SPOKANE TREATMENT AND	8,996.50		
80097274	SPOKANE HOUSE OF HOSE INC	277.27		
80097275	STAR RENTALS & SALES	1,715.18		
80097276	STARPLEX CORP			2,824.75
80097277	STELLAR INDUSTRIAL SUPPLY IN	485.27		
80097278	SUNBELT RENTALS INC			1,271.59
80097279	BRAD L WHITE	2,225.60		
80097280	TACOMA SCREW PRODUCTS INC	861.14		
80097281	TOBY'S BODY & FENDER INC	2,286.72		
80097282	TRANSPORT EQUIPMENT INC	4,096.45		
80097283	VERIZON WIRELESS	458.65		
80097284	WASTE MANAGEMENT OF WA DBA			84.38
80097285	WENDLE FORD NISSAN ISUZU	6,250.02		
80097286	WCP SOLUTIONS	1,128.96		
80097287	WESTERN EQUIPMENT DISTRIBUTO			1,422.79
80097288	WESTERN STATES EQUIPMENT CO	948.36		
80097289	WSF LLC	318.52		
80097290	WILBUR ELLIS COMPANY			1,308.13
80097291	WILDROSE LTD dba			2,852.50
80097292	WM WINKLER CO	500.00		
80097293	MICHAEL FORBES	450.00		
80097294	JESSICA KIRK	157.50		
80097295	AIRGAS SPECIALTY PRODUCTS IN	7,259.95		
80097296	ALLIED ENVELOPE	93.91		
80097297	NORTHWEST INDUSTRIAL SERVICE	280.00		
80097298	AMPD ENTERTAINMENT LLC			39,910.35
80097299	AARON BIBBY	60.00		
80097300	BIG BELLY SOLAR LLC			19,842.88
80097301	CAMTEK INC		10,932.85	
80097302	CINTAS CORPORATION NO 3	28,859.27	38.15	
80097303	CIRESON LLC	900.00		
80097304	CITY SERVICE VALCON LLC	3,361.68		
80097305	CLARK'S CONTAINERS LLC	100.01		
80097306	CLUB PROPHET SYSTEMS			1,220.80
80097307	COFFMAN ENGINEERS INC			1,494.66
80097308	COLUMBIA ELECTRIC SUPPLY/DIV	27,073.43		
80097309	COLVICO INC	19,552.00		
80097310	COMPUNET INC	338.34		
80097311	CONTROL SOLUTIONS NW INC	3,177.90		
80097312	DELL MARKETING LP	8,380.87		
80097313	DESIGN WORKSHOP INC			7,751.00
80097314	JIM'S TRANSFER INC DBA DEVRI	198.75		
80097315	ELJAY OIL CO INC	1,877.45		
80097316	FASTENAL CO	1,314.10		
80097317	FEDERAL EXPRESS CORP/DBA FED	170.71		
80097318	GORLEY LOGISTICS LLC	50.74		
80097319	FIREPOWER INC	130.80		
80097320	HITACHI ZOSEN INOVA U.S.A.	202,280.86		

REPORT: PG3640 CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097321	HUMANIX HUMAN RESOURCE		1,786.00	
80097322	INLAND ENVIRONMENTAL RESOURC	14,308.54		
80097323	HOME DEPOT USA INC		8,760.33	
80097324	KPFF CONSULTING ENGINEERS			4,386.26
80097325	GEOCKO INC.	526,213.73		
80097326	MICROSOFT CORPORATION		1,200.00	
80097327	NEPTUNE TECHNOLOGY GROUP INC	463.25		
80097328	NORCO INC	672.43		
80097329	NORTHSTAR CHEMICAL INC	6,322.00		

80097330	OLIN CORPORATION	7,741.16	
80097331	PENSION BENEFIT INFORMATION	2,671.94	
80097332	PETE LIEN & SONS INC	31,675.32	
80097333	POLYDYNE INC	23,678.33	
80097334	TARA DOWD		5,000.00
80097335	DRI STICK DECAL CORP	956.52	
80097336	BRANDSAFWAY SERVICES INC	1,307.10	
80097337	SHAMROCK PAVING CO/DIV OF	963,574.49	
80097338	SHI CORP	3,981.29	
80097339	TRACE ANALYTICS LLC	267.00	
80097340	VERIZON WIRELESS	207.00	
80097341	WCP SOLUTIONS	1,273.55	
80097342	ROBERT J CHURCHILL	60.00	
80097343	NICHOLAS GOODMAN	60.00	
80097344	JANET HACKER-BRUMLEY		9.52
80097345	LARRY B HUGHES		4.48
80097346	TENA RISLEY	60.00	
80097347	ALLIANT INSURANCE SERVICES I	8,750.00	
80097348	ARMOR UP AMERICA	1,281.00	
80097349	AVISTA UTILITIES		7,527.06
80097350	BAKER & TAYLOR BOOKS		12,272.88
80097351	BARR-TECH LLC	139,229.93	
80097352	JASMINE BROWN		7,506.82
80097353	C & C YARD CARE	1,744.55	
80097354	CAMTEK INC		182.58
80097355	CENGAGE LEARNING INC		590.73
80097356	CONTRACT DESIGN ASSOCIATES I		4,634.51
80097357	DATA DIMENSIONS LLC	1,000.00	
80097358	ALTERNATIVE SERVICE CONCEPTS	27,547.58	
80097359	DELL MARKETING LP		4,862.15
80097360	DIVCO INC	4,203.92	
80097361	EBSCO INFORMATION SERVICES		11,507.04
80097362	EXAMINETICS INC	6,340.00	
80097363	SHELLEY FAIRWEATHER-VEGA		102.46
80097364	FELTON FIRE SERVICE LLC	772.23	
80097365	WINGFOOT COMMERCIAL TIRE	494.62	
80097366	DALE LABOUNTY		1,709.72
80097367	HELFRICH BROTHERS BOILER WOR	415,184.54	
80097368	HILL INTERNATIONAL INC		51,001.68
80097369	INGRAM LIBRARY SERVICES LLC		50.29
80097370	HOME DEPOT USA INC		686.70
80097371	KENWORTH SALES COMPANY	787.95	
80097372	KNIGHT CONSTRUCTION &	413,035.68	
80097373	KPFF CONSULTING ENGINEERS	7,762.98	

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80097374	LANGUAGE SERVICES ASSOC INC	18.06		
80097375	MARTIN LUTHER KING JR FAMILY		311.54	
80097376	MCCOY POWER CONSULTANTS INC	7,400.00		
80097377	MCKINSTRY ESSENTION LLC		7,600.00	
80097378	MEASURE TECH INC	6,534.55		
80097379	MIDWEST TAPE		653.54	
80097380	NALCO CO	5,857.56		
80097381	NATIONAL COLOR GRAPHICS INC		347.71	
80097382	NE COMMUNITY CENTER ASSN	33,000.00		
80097383	NORTH RIDGE HOUSE INC	9,040.00		
80097384	NOVUS AUTO GLASS	576.97		
80097385	ONLINE CLEANING SERVICES	7,363.20		
80097386	WORKSPACE DEVELOPMENT LLC		180,681.11	



80097387	OVERDRIVE INC		25,544.15
80097388	NATIONAL EMPLOYERS COUNCIL I	500.00	
80097389	PREMERA BLUE CROSS OR	613,565.79	
80097390	PRO MECHANICAL SERVICES INC	102,291.76	
80097391	REGIONAL DISPOSAL COMPANY	829,142.81	
80097392	REHN & ASSOCIATES	1,204.00	
80097393	BRETT SCHNEIDER	380.00	
80097394	MATT HOUSTON	970.00	
80097395	SOLID WASTE SYSTEMS INC	15,030.63	
80097396	SPOKANE ARTS FUND		3,000.00
80097397	SPOKANE COUNTY TREASURER	420,793.45	
80097398	SPOKANE PRO CARE INC	346.62	
80097399	STARPLEX CORP		1,092.50
80097400	STRATA GEOTECHNICAL ENGINEER		1,760.00
80097401	TOBY'S BODY & FENDER INC	17,378.16	
80097402	ULINE INC		1,804.43
80097403	US BANK OR CITY TREASURER	19,087.41	
80097404	VICTOR J GIAMPIETRI II	1,200.00	
80097405	NARWHAL MET LLC	1,480.00	
80097406	LATESHA WOOD	2,668.00	
80097407	CALVIN SHANK	79.98	
80097408	RICHARD J SNYDER	8.29	
80097409	ROBERT WALKER	239.91	
80097410	INLAND NW AGC APPRENTICESHIP	12,500.00	
80097411	ALSCO DIVISION OF ALSCO INC	17.17	
80097412	ARAMARK UNIFORM SERVICES	13.64	
80097413	ASSETWORKS	29.77	
80097414	AVISTA UTILITIES	32,891.99	
80097415	BECKER BUICK-GMC INC	5,943.73	
80097416	BUCK'S TIRE & AUTOMOTIVE	239.80	
80097417	CINTAS CORPORATION NO 3	1,145.20	
80097418	CITY SERVICE VALCON LLC	114,848.75	
80097419	CONNELL OIL INC	1,229.40	
80097420	CONTRACT DESIGN ASSOCIATES I	3,175.71	
80097421	COPIERS NORTHWEST INC	731.87	
80097422	DELL MARKETING LP	1,028,444.79	
80097423	DEVRIES INFORMATION MANAGEME	315.98	
80097424	JIM'S TRANSFER INC DBA DEVRI	1,602.75	
80097425	GWP HOLDINGS LLC	2,258.30	
80097426	ECOCHEM ANALYTICS INC	3,086.19	

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80097427	EVERGREEN STATE TOWING LLC	2,914.96		
80097428	FASTENAL CO	2,090.34		
80097429	FEDERAL EXPRESS CORP/DBA FED	15.23		
80097430	GORLEY LOGISTICS LLC	21.75		
80097431	FIREPOWER INC	1,545.92		
80097432	FLEETCOR TECHNOLOGIES INC	23,512.41		
80097433	GALLS LLC	67,138.55		
80097434	BRIDGESTONE AMERICAS INC	6,318.85		
80097435	GENERAL KINEMATICS CORPORATI	3,752.59		
80097436	GORDON TRUCK CENTERS INC DBA	3,219.35		
80097437	GRAINGER INC	345.61		
80097438	HALME CONSTRUCTION INC	336,912.22		
80097439	HIAB USA INC	3,190.31		
80097440	HURRICANE BUTTERFLY LAW	5,123.85		
80097441	KEMIRA WATER SOLUTIONS INC	64,402.80		
80097442	KENWORTH SALES COMPANY	835.99		
80097443	LARIVIERE INC	148,867.96		

80097444	LIFEWISE ASSURANCE CO	30,325.77	
80097445	MCGUIRE BEARING CO	131.94	
80097446	MCKINSTRY NORTHWEST INC	161.32	
80097447	MOTION AUTO SUPPLY	13.25	
80097448	OLIN CORPORATION	7,786.74	
80097449	RHODES CRANE & RIGGING INC	1,171.75	
80097450	SHI CORP	65,423.17	
80097451	MCCLOUGHLIN & EARDLEY GROUP	329.75	
80097452	SOLID WASTE SYSTEMS INC	1,022.62	
80097453	SPOKANE COUNTY TITLE CO	545.00	
80097454	SPOKANE PUBLIC FACILITIES	367,564.68	
80097455	VERIZON WIRELESS	31,287.88	
80097456	WA STATE DEPT OF ECOLOGY	2,341,992.42	
80097457	WCP SOLUTIONS	737.59	
80097458	ACTION MATERIALS		7,754.69
80097459	ALL SERVICE WEST TOWING	310.65	
80097460	ALSCO DIVISION OF ALSCO INC	34.34	250.27
80097461	NORTHWEST INDUSTRIAL SERVICE		12,443.25
80097462	ANATEK LABS INC	1,812.50	
80097463	ARAMARK UNIFORM SERVICES	39.13	
80097464	AVISTA UTILITIES	23,909.95	
80097465	A-PRO AUTO BODY AND TOWING	129.44	
80097466	BARR-TECH LLC	25,712.14	
80097467	JACOBS/CH2M HILL	2,972.50	
80097468	ANNIKKI CHAMBERLAIN	1,932.39	
80097469	CITY SERVICE VALCON LLC	2,724.77	
80097470	COMCAST		1,023.06
80097471	CREEK AT QUALCHAN GOLF COURSE		356.72
80097472	L N CURTIS & SONS	5,556.76	
80097473	DIVINES TOWING/DIV OF	155.33	
80097474	EAGLES OPERATIONS LLC		1,440.00
80097475	EVERGREEN STATE TOWING LLC	336.54	
80097476	FIREPOWER INC		438.18
80097477	GALLS LLC	791.22	93.73
80097478	GEO ENGINEERS INC	17,735.25	
80097479	THE HIDE OUT/ROYCE SHIELDS	1,323.80	

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80097480	KAISER FOUNDATION HEALTH PLA	112,510.36		
80097481	FRIENDS OF KSPS	9,900.00		
80097482	GEOCKO INC.	24,972.84		
80097483	MOTION AUTO SUPPLY	952.47		
80097484	NALCO CO	3,163.19		
80097485	NAPA AUTO PARTS	754.99		
80097486	CHARLES H NEU			1,764.87
80097487	NORCO INC	595.47		
80097488	OIL RE-REFINING CO INC	796.75		
80097489	OUT THERE OUTDOORS			725.00
80097490	OWEN EQUIPMENT CO	17,160.96		
80097491	PLANET TURF			156.96
80097492	PLAYCREATION INC			4,030.51
80097493	RWC INTERNATIONAL LTD	602.22		
80097494	SANDBAGGERS CLUB LLC			225.27
80097496	SETINA MANUFACTURING INC	7,017.42		
80097497	SPOKANE HOUSE OF HOSE INC	108.22		
80097498	SPOKANE TOWING/DIV OF	103.55		
80097499	SPRING ENVIRONMENTAL INC	6,955.43		
80097500	THERMO KING NORTHWEST	2,845.73		
80097501	TIERRA RIGHT OF WAY	3,602.50		

80097502	TITAN TRUCK EQUIPMENT	7,159.99		
80097503	VAN NESS FELDMAN LLP	1,092.50		
80097504	VERIZON WIRELESS	2,578.98		
80097505	WESTSIDE MOTORSPORTS	1,828.98		
80097506	WILDROSE LTD dba			312.75
80097507	WILLIAMS TOWING & RECOVERY L	103.55		
		-----	-----	-----
		11,031,647.26	362,511.93	159,992.42
				=====
	CITYWIDE TOTAL:			11,554,151.61

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

RASIER LLC	LICENSE/PERMIT-RIDESHARE	
ATTN: UBER TECHNOLOGIES	CHECK NO. - 00583039	15,832.76
SPOKANE TREATMENT AND	CONTRACTUAL SERVICES	
RECOVERY SERVICES	ACH PMT NO. - 80097273	8,996.50
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	1,297.89-
TOTAL FOR 0020 - NONDEPARTMENTAL		23,531.37

## 0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	127.62
TOTAL FOR 0030 - POLICE OMBUDSMAN		127.62

## 0100 - GENERAL FUND

LUMEN	PERMIT REFUNDS PAYABLE	
MICHAEL ELDRED	CHECK NO. - 00583042	25.00
MAINSTREAM ELECTRIC INC	PERMIT REFUNDS PAYABLE	
PO BOX 3436	CHECK NO. - 00583043	190.00
TOTAL FOR 0100 - GENERAL FUND		215.00

## 0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097421	720.98
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097423	15.96
TOTAL FOR 0230 - CIVIL SERVICE		736.94

## 0300 - HUMAN SERVICES

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	57.76
TOTAL FOR 0300 - HUMAN SERVICES		57.76

## 0320 - COUNCIL

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMPUNET INC	MINOR EQUIPMENT	
LB 410802	ACH PMT NO. - 80097310	240.65

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097232	5,108.82
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80097269	795.87
TOTAL FOR 0320 - COUNCIL		6,145.34

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097455	329.35
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		329.35

0350 - COMMUNITY CENTERS

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097382	33,000.00
TOTAL FOR 0350 - COMMUNITY CENTERS		33,000.00

0370 - ENGINEERING SERVICES

COMPUNET INC	OTHER IMPROVEMENTS	
LB 410802	ACH PMT NO. - 80097226	2,112.59
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	174.01
GEO ENGINEERS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097478	11,903.05
JIM'S TRANSFER INC DBA DEVRIES	BUILDING REPAIRS/MAINTENANCE	
MOVING PACKING STORAGE	ACH PMT NO. - 80097314	198.75
T-MOBILE	CELL PHONE	
	CHECK NO. - 00583162	12.82
T-MOBILE	IT/DATA SERVICES	
	CHECK NO. - 00583162	83.49
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097504	1,626.80
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80097504	795.19
TOTAL FOR 0370 - ENGINEERING SERVICES		16,906.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0410 - FINANCE

ASSOC OF WASHINGTON CITIES	REGISTRATION/SCHOOLING	
EMPLOYEE BENEFIT TRUST	CHECK NO. - 00583147	125.00
DRI STICK DECAL CORP	PRINTING/BINDING/REPRO	
DBA RYDIN DECAL	ACH PMT NO. - 80097335	329.83

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	3,851.42
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	2,160.03-

TOTAL FOR 0410 - FINANCE	2,146.22
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#### 0430 - GRANTS MANAGEMENT

ASSOC OF WASHINGTON CITIES	REGISTRATION/SCHOOLING	
EMPLOYEE BENEFIT TRUST	CHECK NO. - 00583147	125.00

TOTAL FOR 0430 - GRANTS MANAGEMENT	125.00
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#### 0500 - LEGAL

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	372.76
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80097312	1,129.37
GORLEY LOGISTICS LLC	LAUNDRY/JANITORIAL SERVICES	
dba FIKES NORTHWEST	ACH PMT NO. - 80097430	21.75
JEFFREY S MCINTYRE	WITNESS FEES	
111 E PRINCETON AVE	CHECK NO. - 00583047	14.03
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	22.31
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	0.15-

TOTAL FOR 0500 - LEGAL	1,560.07
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#### 0520 - MAYOR

COPIERS NORTHWEST INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80097229	140.81
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80097429	4.45

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JESSICA KIRK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80097294	157.50
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097455	189.32

TOTAL FOR 0520 - MAYOR	492.08
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#### 0550 - NEIGHBORHOOD SERVICES

JOHN HOYE	OPERATING SUPPLIES	
4219 E 42ND	CHECK NO. - 00583046	218.00

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	218.00
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0560 - MUNICIPAL COURT

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097218	482.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	932.23
DELL MARKETING LP	EQUIPMENT REPAIRS/MAINTENANCE	
%DELL USA LP	ACH PMT NO. - 80097422	130.14
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097423	92.54
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	128.14

TOTAL FOR 0560 - MUNICIPAL COURT	1,765.24
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0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097423	7.98

TOTAL FOR 0620 - HUMAN RESOURCES	7.98
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0680 - POLICE

ALL SERVICE WEST TOWING	TOWING EXPENSE	
	ACH PMT NO. - 80097459	310.65
ARMOR UP AMERICA	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80097348	640.50
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE	
	ACH PMT NO. - 80097465	129.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583132	166.61
COMPUNET INC	MINOR EQUIPMENT	
LB 410802	ACH PMT NO. - 80097226	1,544.07
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80097420	3,175.71
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097421	10.89
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097423	167.58



DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80097473	155.33
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80097475	336.54
HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	AMMUNITION ACH PMT NO. - 80097440	1,885.03
HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	MINOR EQUIPMENT ACH PMT NO. - 80097440	92.41
HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80097440	3,146.41
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	PROFESSIONAL SERVICES ACH PMT NO. - 80097424	1,602.75
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80097257	3,316.53
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80097498	103.55
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00583145	50.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00583054	147.58
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00583054	13.20-
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097455	11,909.67
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80097455	18,723.93
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00583080	1,306.45
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097286	165.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80097507	103.55
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TOTAL FOR 0680 - POLICE

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49,178.37

0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	197.05
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80097232	3,494.20
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80097423	15.96
JRM ENTERPRISES INC	INTERPRETER COSTS	

DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80097251	84.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097455	114.66

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	3,905.87
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0700 - PUBLIC DEFENDER

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097296	93.91
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80097412	13.64
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	318.23

TOTAL FOR 0700 - PUBLIC DEFENDER	425.78
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0750 - COMMUNITY/ECONOMIC DEV DVSN

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097232	3,497.12

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN	3,497.12
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1100 - STREET FUND

ADVANCED TRAFFIC PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097217	962.97
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	510.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80097431	245.26
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097259	4,234.65
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00583051	10,897.51
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80097338	3,981.29
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097272	550.45
WCP SOLUTIONS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097286	446.36

TOTAL FOR 1100 - STREET FUND	21,829.38
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1200 - CODE ENFORCEMENT FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80097218	46.96
CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097305	100.01
KEYSTONE LAWN & TREE CARE	CONTRACTUAL SERVICES ACH PMT NO. - 80097254	763.00
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		909.97
1300 - LIBRARY FUND		
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	166.85
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	3.31-
TOTAL FOR 1300 - LIBRARY FUND		163.54
1380 - TRAFFIC CALMING MEASURES		
DORA CORTEZ	PHOTO RED FINES	
15610 US HWY 2 UNIT A15	CHECK NO. - 00583153	114.00
ELINA YURKIN	PHOTO RED FINES	
PO BOX 236	CHECK NO. - 00583141	139.00
JAMIE LEWIS	PHOTO RED FINES	
6609 E 25TH LN	CHECK NO. - 00583140	139.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
JENNA NELSON	SCHOOL ZONE SPEED CAMERA FINE	
8613 N HADDON ST	CHECK NO. - 00583138	13.00
JONATHON AND RAMONA MACK	PHOTO RED FINES	
904 S SODA RD	CHECK NO. - 00583155	139.00
JOSEPH CHAPMAN & MELINDA CRANE	SCHOOL ZONE SPEED CAMERA FINE	
132 SUNRISE HILL LN	CHECK NO. - 00583156	299.00
RAYMOND SPIES	SCHOOL ZONE SPEED CAMERA FINE	
7404 N SMITH ST	CHECK NO. - 00583139	237.00
RONALD CRONE BARBARA BAUBLITZ	SCHOOL ZONE SPEED CAMERA FINE	
12325 E MAIN AVE APT 107	CHECK NO. - 00583154	38.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		1,118.00
1400 - PARKS AND RECREATION FUND		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	315.64
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80097429	10.78

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	193.36
WCP SOLUTIONS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097457	114.84
TOTAL FOR 1400 - PARKS AND RECREATION FUND		634.62
1460 - PARKING METER REVENUE FUND		
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583071	132.60
DRI STICK DECAL CORP	PRINTING/BINDING/REPRO	
DBA RYDIN DECAL	ACH PMT NO. - 80097335	626.69
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80097241	245.26
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	569.36
WCP SOLUTIONS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80097457	446.36
TOTAL FOR 1460 - PARKING METER REVENUE FUND		2,020.27
1500 - PATHS AND TRAILS RESERVE FUND		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
STRIPE RITE INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00583052	9,900.00
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		9,900.00
1560 - FORFEITURES & CONTRIBUTION FND		
SPOKANE COUNTY TITLE CO	LEGAL SERVICES	
	ACH PMT NO. - 80097453	545.00
SPOKANE POLICE DEPARTMENT	DEPOSIT-MISCELLANEOUS DEPOSITS	
1100 W MALLON AVE	CHECK NO. - 00583137	20.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		565.00
1590 - HOTEL/MOTEL TAX FUND		
SPOKANE PUBLIC FACILITIES	SPOKANE PUBLIC FACILITY DIST	
DISTRICT	ACH PMT NO. - 80097454	367,564.68
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		367,564.68
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
GALLS LLC	OPERATING SUPPLIES	

	ACH PMT NO. - 80097433	13,899.82
GALLS LLC	PROTECTIVE GEAR/CLOTHING	
	ACH PMT NO. - 80097433	53,238.73
WASHINGTON LEOFF	PENSION LEOFF II 3.5%	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00583080	59.02
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		67,197.57
1630 - COMBINED COMMUNICATIONS CENTER		
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583149	203.69
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	169.07
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		372.76
1640 - COMMUNICATIONS BLDG M&O FUND		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80097414	8,797.25
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80097414	765.38
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097228	4,185.81
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80097237	2,035.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80097238	187.37
HARWIN LLC	BUILDING REPAIRS/MAINTENANCE	
DBA THE DRAIN SPECIALISTS	ACH PMT NO. - 80097235	223.45
NW LANDSCAPE MAINTENANCE INC	BUILDING REPAIRS/MAINTENANCE	
DBA DARNALL SPRINKLERS	ACH PMT NO. - 80097263	81.75
NW LANDSCAPE MAINTENANCE INC	REPAIR & MAINTENANCE SUPPLIES	
DBA DARNALL SPRINKLERS	ACH PMT NO. - 80097263	12.37
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00583144	2,463.10
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		18,751.48
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80097397	420,793.45
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		420,793.45

## 1950 - PARK CUMULATIVE RESERVE FUND

GORDON TRUCK CENTERS INC DBA	VEHICLES	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80097243	66,581.46

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		66,581.46
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## 1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80097460	51.51
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80097414	15,355.08
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80097414	7,974.28
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00583148	321.33

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80097469	6,086.45
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097228	4,063.20
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	718.15
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097423	7.98
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80097237	2,340.00
FASTENAL CO	CLOTHING	
	ACH PMT NO. - 80097238	0.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80097238	1,836.28
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097238	63.37
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80097238	165.20
GALLS LLC	CLOTHING	
	ACH PMT NO. - 80097477	791.22
GOODALE & BARBIERI 818 W RIVERSIDE STE 300	PERMIT REFUNDS PAYABLE	
	CHECK NO. - 00583076	19.00
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097247	1,139.05
ICON CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097247	237.62

JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097222	206.92
JOHN MENETTO DBA BACKFLOW JOHNNY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097222	276.19
LUNDGREN FIRE AND RESCUE EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583142	3,041.10
MICHAEL FORBES	REGISTRATION/SCHOOLING ACH PMT NO. - 80097293	450.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00583055	479.60
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80097487	595.47
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80097261	73.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097263	81.75
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097263	12.37
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097266	1,110.16
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097266	1,484.45
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00583144	1,666.78
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097339	267.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00583054	170.94
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00583054	5.57-
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097455	20.95
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00583080	424.87
WHITWORTH UNIVERSITY C/O JEANNIE MONROE	PERMIT REFUNDS PAYABLE CHECK NO. - 00583077	88.00

TOTAL FOR 1970 - FIRE/EMS FUND

-----  
51,614.10

1990 - TRANSPORTATION BENEFIT FUND

SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097337	737,898.88
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## TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

737,898.88

## 3200 - ARTERIAL STREET FUND

HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097438	311,230.55
KPFF CONSULTING ENGINEERS	CONTRACTUAL SERVICES ACH PMT NO. - 80097373	7,762.98
LARIVIERE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097443	148,867.96
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097337	225,675.61

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TIERRA RIGHT OF WAY SERVICES LTD	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097501	3,602.50
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## TOTAL FOR 3200 - ARTERIAL STREET FUND

697,139.60

## 4100 - WATER DIVISION

ALLIANCE FOR WATER EFFICIENCY	CONTRACTUAL SERVICES CHECK NO. - 00583035	360.00
ANNIKKI CHAMBERLAIN DBA MIMIR WATER	CONTRACTUAL SERVICES ACH PMT NO. - 80097468	1,932.39
CDW GOVERNMENT INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80097223	46.39
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097227	21,756.76
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	453.61
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097230	10,141.29
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097316	587.03
FINNOE DESIGN LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097240	32,544.14
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80097431	186.40
FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO. - 80097481	9,900.00
GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00583135	261.60
INSIGHT DISTRIBUTING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097248	2,080.32
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097327	463.25



NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80097260	54,135.81
RHODES CRANE & RIGGING INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80097449	1,171.75
SCALETRON INDUSTRIES LTD	MINOR EQUIPMENT ACH PMT NO. - 80097267	2,449.09
SHARON SNELL 2836 N LEBLANC WAY	REFUNDS CHECK NO. - 00583151	1,068.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00583161	1,561.50
SPRING ENVIRONMENTAL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097499	6,955.43
STAR RENTALS & SALES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097275	1,715.18
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00583054	38.14
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00583054	16.00-
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80097503	1,092.50
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	32.40
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	220.42
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097457	65.86
WM WINKLER CO	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80097292	500.00

TOTAL FOR 4100 - WATER DIVISION

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151,703.80

4250 - INTEGRATED CAPITAL MANAGEMENT

BRETT SCHNEIDER DBA SCHNEIDER CONSULTING LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097393	380.00
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097478	5,832.20
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097438	25,681.67
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097256	342.50
SHARON SNELL 2836 N LEBLANC WAY	REFUNDS CHECK NO. - 00583151	24.90

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097340	92.34
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT	
	ACH PMT NO. - 80097456	667,804.44
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS	
	ACH PMT NO. - 80097456	1,606,455.37

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	2,306,613.42
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4300 - SEWER FUND

SHARON SNELL	REFUNDS	
2836 N LEBLANC WAY	CHECK NO. - 00583151	36.41

TOTAL FOR 4300 - SEWER FUND	-----	36.41
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4310 - SEWER MAINTENANCE DIVISION

C LINK LLC	MINOR EQUIPMENT	
	CHECK NO. - 00583037	356.19
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80097224	23,570.83
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	270.60
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097232	2,690.85
DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80097312	1,071.08
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097244	21,750.73
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80097261	1,418.66
OXARC INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097264	1,128.97
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80097277	485.27
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00583056	727.24
WSF LLC	REPAIR & MAINTENANCE SUPPLIES	
dba WESTERN SYSTEMS &	ACH PMT NO. - 80097289	318.52

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	53,788.94
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4320 - RIVERSIDE PARK RECLAMATION FAC

BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES	
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	ACH PMT NO. - 80097336	1,307.10
CINTAS CORPORATION NO 3	SAFETY SUPPLIES	
LOC 606	ACH PMT NO. - 80097417	194.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	PROFESSIONAL SERVICES ACH PMT NO. - 80097308	27,073.43
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	427.75
DELL MARKETING LP %DELL USA LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097232	12,792.20
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80097317	170.71
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097318	50.74
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097322	14,308.54
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097441	64,402.80
MCKINSTRY NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097446	161.32
NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097328	132.76
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097448	15,527.90
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097333	23,678.33
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES CHECK NO. - 00583134	2,110.00

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	-----	162,337.60
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4330 - STORMWATER

COLVICO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097309	19,552.00
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TOTAL FOR 4330 - STORMWATER	-----	19,552.00
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4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80097456	21,559.40
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80097456	46,173.21

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	-----	67,732.61
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

WITTENBERG ENTERPRISES INC	REFUNDS	
13409 231ST AVE SE	CHECK NO. - 00583152	500.00

TOTAL FOR 4480 - SOLID WASTE FUND	500.00
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4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80097295	7,259.95
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80097464	23,909.95
BARR-TECH LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097466	54,724.30
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80097302	10,995.49
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	176.65
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES	
	ACH PMT NO. - 80097312	536.72
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097360	4,203.92
ECOICHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097426	3,086.19
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80097315	1,877.45
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80097428	360.54
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80097428	1,560.87
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097428	766.42
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80097428	51.11
FELTON FIRE SERVICE LLC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097364	772.23
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097435	3,752.59
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097367	415,184.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HITACHI ZOSEN INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097320	202,280.86
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80097371	1,539.94
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097372	413,035.68
LATESHA WOOD DBA LEGACY LEARNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80097406	2,668.00
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80097394	970.00
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80097376	7,400.00
MEASURE TECH INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097378	6,534.55
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097484	9,020.75
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097405	1,480.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097328	426.75
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097329	6,322.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097297	280.00
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80097488	796.75
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097385	7,363.20
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097332	31,675.32
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80097391	829,142.81
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00583079	60,130.02
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	CONTRACTUAL SERVICES CHECK NO. - 00583150	172.50
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00583095	1,635.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00583054	225.38

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES
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	-	18,543.01
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097286	342.07
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		2,131,203.51
4500 - SOLID WASTE COLLECTION		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80097218	97.97
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097351	110,217.77
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80097353	1,744.55
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097302	17,708.98
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	666.76
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80097422	709.87
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80097232	258.84
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80097431	499.90
HEARN BROS PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80097245	1,092.18
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097398	346.62
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097341	737.27
TOTAL FOR 4500 - SOLID WASTE COLLECTION		134,080.71
4530 - SOLID WASTE LANDFILLS		
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097462	1,812.50
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097302	154.80
JACOBS/CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO. - 80097467	2,972.50
HONORABLE MAYOR AND COUNCIL MEMBERS		12/13/21 PAGE 21
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097328	112.92
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		5,052.72

## 4600 - GOLF FUND

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80097312	5,643.70
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	320.74
TOTAL FOR 4600 - GOLF FUND		5,964.44

## 4700 - DEVELOPMENT SVCS CENTER

AARON BIBBY	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80097299	60.00
ABADAN REPROGRAPHICS	PRINTING/BINDING/REPRO	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00583070	105.95
ALLIED ENVELOPE	IF REPROGRAPHICS	
	ACH PMT NO. - 80097218	50.60
CDW GOVERNMENT INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80097223	1,053.56
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097422	2,802.04
GARLAND PRINTING CO	IF REPROGRAPHICS	
	CHECK NO. - 00583073	87.20
MACKIN & LITTLE INC	PERMIT REFUNDS PAYABLE	
MARK MACKIN	CHECK NO. - 00583075	82.00
MCVAY BROTHERS MIKE MCVAY	PERMIT REFUNDS PAYABLE	
11724 E MONTGOMERY DR	CHECK NO. - 00583045	34.00
NICHOLAS GOODMAN	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80097343	60.00
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80097342	60.00
SERVPRO OF NORTHWEST SPOKANE	PERMIT REFUNDS PAYABLE	
PO BOX 942	CHECK NO. - 00583040	406.50
SPOKANE PUBLIC FACILITIES DIST	PERMIT REFUNDS PAYABLE	
NICHOLAS LAWRENCE	CHECK NO. - 00583044	45.00
TENA RISLEY	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80097346	60.00

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THYSSENKRUPP ELEV CO	PERMIT REFUNDS PAYABLE	
JOSHUA WIESE	CHECK NO. - 00583041	500.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	123.20
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		5,530.05

## 5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583131	33.74
ASSETWORKS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097413	29.77
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097415	5,943.73
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097279	2,225.60
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097434	6,318.85
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097416	239.80
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097417	951.18
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097418	114,848.75
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80097310	97.69
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80097419	1,229.40
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	216.98
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80097232	2,060.46
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583133	1,197.45
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80097427	2,914.96
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097428	78.47
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80097431	614.36

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097432	23,512.41
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097436	796.49
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097436	2,422.86
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097437	345.61
GWP HOLDINGS LLC	VEHICLE REPAIR & MAINT SUPPLY	



DBA DOBBS PETERBILT	ACH PMT NO. - 80097425	2,258.30
HIAB USA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097439	3,190.31
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583136	443.53
INDUSTRIAL WELDING CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583074	22,236.00
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097442	835.99
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097445	131.94
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097451	329.75
MOTION AUTO SUPPLY PARTS WHOLESALEERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097483	965.72
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097485	1,334.65
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097384	772.90
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097490	17,160.96
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583157	499.54
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097265	11,918.41
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097265	66.48
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097493	602.22
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00583050	219.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SETINA MANUFACTURING INC JR SETINA MANUFACTURING CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097496	7,473.58
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097269	35.29
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583158	348.48
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097395	15,030.63
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097452	8,011.19
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097497	385.49

TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097280	861.14
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097500	2,845.73
TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097502	741.61
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097502	6,418.38
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097401	19,664.88
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097282	4,096.45
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583053	562.25
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097283	343.99
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097285	2,285.58
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097285	3,964.44
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097288	948.36
WESTSIDE MOTORSPORTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097505	1,828.98
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097365	16,331.25
TOTAL FOR 5100 - FLEET SERVICES FUND		321,222.46

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80097232	1,406.34
PITNEY BOWES	IF REPROGRAPHICS CHECK NO. - 00583078	4,796.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80097269	5,910.53
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00583054	18,354.50
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097340	114.66
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		30,582.03

## 5300 - IT FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097463	6.12
AT&T MOBILITY	CELL PHONE CHECK NO. - 00583036	25.61
CIRESON LLC	OPERATING SUPPLIES ACH PMT NO. - 80097303	900.00
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80097225	191.00
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80097226	95.18
COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO. - 80097226	872.60
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80097232	119.29
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80097233	14.36
DEXON COMPUTER INC	OPERATING SUPPLIES ACH PMT NO. - 80097234	5,372.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80097431	2,496.38
PITNEY BOWES	OPERATING SUPPLIES CHECK NO. - 00583143	1,637.02
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO. - 80097266	436.02

HONORABLE MAYOR  
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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHI CORP	IT/DATA SERVICES ACH PMT NO. - 80097450	5,119.09
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80097450	67,618.83
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	483.48

TOTAL FOR 5300 - IT FUND

85,386.98

## 5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80097422	130,315.30
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80097422	21,006.99

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

151,322.29

## 5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80097463	160.40
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097229	6,626.77
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80097457	285.17
TOTAL FOR 5400 - REPROGRAPHICS FUND		7,072.34

## 5500 - PURCHASING &amp; STORES FUND

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097283	114.66
TOTAL FOR 5500 - PURCHASING & STORES FUND		114.66

## 5600 - ACCOUNTING SERVICES

ASSOC OF WASHINGTON CITIES	REGISTRATION/SCHOOLING	
EMPLOYEE BENEFIT TRUST	CHECK NO. - 00583147	125.00
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097232	11,622.47
TOTAL FOR 5600 - ACCOUNTING SERVICES		11,747.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 5700 - MY SPOKANE

COMPUNET INC	SOFTWARE (NONCAPITALIZED)	
LB 410802	ACH PMT NO. - 80097226	4,446.31
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80097232	2,834.03
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS	
	ACH PMT NO. - 80097374	18.06
TOTAL FOR 5700 - MY SPOKANE		7,298.40

## 5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS	INSURANCE ADMINISTRATION	
LLC/ASC	ACH PMT NO. - 80097358	27,547.58
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	252.19
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00583054	98.17-
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80097403	19,087.41

TOTAL FOR 5800 - RISK MANAGEMENT FUND

-----  
46,789.01

5810 - WORKERS' COMPENSATION FUND  
-----

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80097218	112.60
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097229	142.02
DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80097357	1,000.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80097423	7.98
EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80097362	6,340.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097504	156.99
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80097404	1,200.00

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

-----  
8,959.59

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5820 - UNEMPLOYMENT COMPENSATION FUND  
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NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80097388	500.00
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TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

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500.00

5830 - EMPLOYEES BENEFITS FUND  
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ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097347	5,420.00
ALLIED ENVELOPE	OFFICE SUPPLIES ACH PMT NO. - 80097218	49.83
ARMOR UP AMERICA	PROFESSIONAL SERVICES ACH PMT NO. - 80097348	640.50
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80097480	274,697.08
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80097444	24,043.86
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80097389	1,055.34
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80097389	438,765.22
REHN & ASSOCIATES	INSURANCE ADMINISTRATION	

SPOKANE CITY TREASURER	ACH PMT NO. - 80097392	1,204.00
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097341	536.28
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		746,412.11
5900 - ASSET MANAGEMENT FUND OPS		
COMPUNET INC LB 410802	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097226	9,054.33
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097311	3,177.90
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		12,232.23
5901 - ASSET MANAGEMENT FUND CAPITAL		
PRO MECHANICAL SERVICES INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80097390	102,291.76
HONORABLE MAYOR AND COUNCIL MEMBERS		12/13/21 PAGE 29
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
THE NATIVE PROJECT	CONTRACTUAL SERVICES CHECK NO. - 00583090	100,000.00
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		202,291.76
5902 - PROPERTY ACQUISITION POLICE		
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80097422	918,044.23
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		918,044.23
5903 - PROPERTY ACQUISITION FIRE		
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097472	5,556.76
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097479	1,323.80
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		6,880.56
6200 - FIREFIGHTERS' PENSION FUND		
ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80097347	1,665.00
BROOKDALE SENIOR LIVING COMMUNITIES INC	SERVICE REIMBURSEMENT CHECK NO. - 00583084	7,000.00
BROOKDALE SENIOR LIVING	SERVICE REIMBURSEMENT	

COMMUNITIES INC	CHECK NO. - 00583085	5,776.00
CALVIN SHANK	SERVICE REIMBURSEMENT ACH PMT NO. - 80097407	79.98
CONSONUS PHARMACY SERVICES WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583086	9.24
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583089	3,650.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583089	450.00
GERARD T DEATHERAGE	SERVICE REIMBURSEMENT CHECK NO. - 00583087	225.00
HAROLD WILLIAMS	SERVICE REIMBURSEMENT CHECK NO. - 00583098	325.00
HOWARD R VARNER	SERVICE REIMBURSEMENT CHECK NO. - 00583096	39.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80097444	3,452.04
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80097383	5,000.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80097383	4,040.00
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583091	113.48
PENSION BENEFIT INFORMATION	CONTRACTUAL SERVICES ACH PMT NO. - 80097331	687.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097389	133,408.62
RICHARD J SNYDER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097408	8.29
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583092	8,550.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583092	5,700.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

180,178.65

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00583146	4,962.50
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TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT

4,962.50

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80097347	1,665.00
JAMES VEITENHEIMER	SERVICE REIMBURSEMENT CHECK NO. - 00583097	75.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80097444	2,829.87
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583091	101.39
PENSION BENEFIT INFORMATION	CONTRACTUAL SERVICES ACH PMT NO. - 80097331	644.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097389	40,336.61

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROBERT WALKER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097409	239.91
RONALD ERICKSON	SERVICE REIMBURSEMENT CHECK NO. - 00583088	59.48
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00583093	4,425.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00583093	1,400.00
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00583094	13,485.00
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00583094	465.16-

TOTAL FOR 6300 - POLICE PENSION

64,796.10

TOTAL CLAIMS

10,460,316.15



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

01/03/2022

**Date Rec'd**

1/13/2021

**Clerk's File #**

CPR 2021-0002

**Renews #****Cross Ref #****Submitting Dept**

ACCOUNTING

**Contact Name/Phone**

LEONARD DAVIS 625-6028

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

LDAVIS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Claim Item

**Requisition #****Agenda Item Name**

5600-CLAIMS-2021

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/17/2021.  
Total:\$13,206,457.43 with Parks & Library claims being approved by their respective boards. Claims excluding  
Parks & Library Total:\$11,911,710.45

**Summary (Background)**

Pages 1-38 Check numbers: 583168- 583295 ACH payment numbers: 97508- 97715 On file for review in City  
Clerks Office: 38 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 11,911,710.45

# Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

**Study Session\Other****Division Director**

WALLACE, TONYA

**Council Sponsor****Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 50

APPROVAL FUND SUMMARY

DATE: 12/20/21  
TIME: 08:54  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	755,448.84
1100	STREET FUND	70,010.53
1200	CODE ENFORCEMENT FUND	18,043.47
1300	LIBRARY FUND	35,220.82
1350	PENSION CONTRIBUTIONS FUND	299.85
1380	TRAFFIC CALMING MEASURES	480,576.83
1400	PARKS AND RECREATION FUND	70,756.50
1450	UNDER FREEWAY PARKING FUND	7.29
1460	PARKING METER REVENUE FUND	18,879.91
1500	PATHS AND TRAILS RESERVE FUND	2,671.91
1510	SPOKANE REG EMERG COM SYS	5.07
1560	FORFEITURES & CONTRIBUTION FND	9,910.43
1570	INTERMODAL FACILITY OPERATION	17.43
1590	HOTEL/MOTEL TAX FUND	137.56
1610	REET 2ND QUARTER PERCENT	104.92
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,920.30
1625	PUBLIC SAFETY PERSONNEL FUND	5,845.31
1630	COMBINED COMMUNICATIONS CENTER	9,829.56
1640	COMMUNICATIONS BLDG M&O FUND	2,145.17
1680	CD/HS OPERATIONS	7,917.23
1910	CRIMINAL JUSTICE ASSISTANCE FD	177.50
1920	FINANCIAL PARTNERSHIP FUND	6.02
1940	CHANNEL FIVE EQUIPMENT RESERVE	6.97
1950	PARK CUMULATIVE RESERVE FUND	42.47
1970	FIRE/EMS FUND	99,570.84
1980	DEFINED CONTRIBUTION ADMIN FND	2.22
1990	TRANSPORTATION BENEFIT FUND	89.38
3200	ARTERIAL STREET FUND	275,705.63
3500	KENDALL YARDS TIF	164,307.09
4100	WATER DIVISION	382,575.04
4250	INTEGRATED CAPITAL MANAGEMENT	1,310,472.48
4300	SEWER FUND	580,500.94
4480	SOLID WASTE FUND	1,581,663.13
4600	GOLF FUND	5,347.58
4700	DEVELOPMENT SVCS CENTER	45,533.76
5100	FLEET SERVICES FUND	90,319.33
5200	PUBLIC WORKS AND UTILITIES	9,877.88
5300	IT FUND	32,754.31
5400	REPROGRAPHICS FUND	1,328.23
5500	PURCHASING & STORES FUND	4,078.49
5600	ACCOUNTING SERVICES	20,482.63
5700	MY SPOKANE	3,875.70
5750	OFFICE OF PERFORMANCE MGMT	41,214.16
5800	RISK MANAGEMENT FUND	36,693.69
5810	WORKERS' COMPENSATION FUND	273,626.93
5820	UNEMPLOYMENT COMPENSATION FUND	55.57
5830	EMPLOYEES BENEFITS FUND	604,304.67
5900	ASSET MANAGEMENT FUND OPS	6,749.59
5902	PROPERTY ACQUISITION POLICE	10,488.33
5903	PROPERTY ACQUISITION FIRE	13,255.49
6060	EMPLOYEES' RETIREMENT FUND	3,196.81
6070	FIREFIGHTERS' PENSION FUND	15,959.45
6080	POLICE PENSION FUND	10,144.43

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APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
6960	SALARY CLEARING FUND NEW	2,043,261.23
TOTAL:		9,160,416.90

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,142.35	658.81	
00583168	CAMERON BAKER	457.00		
00583169	BOUND TREE MEDICAL LLC	1,584.16		
00583170	LOGAN CALLEN	2,520.00		
00583171	CENTURYLINK	410.73		
00583172	CLEAN HARBORS ENVIRONMENTAL	321.86		
00583173	WATERCO OF THE PACIFIC NORTH	145.16		
00583174	CHANNING C ELVIDGE	102.00		
00583175	TESTAMERICA LABORATORIES INC	670.00		
00583176	ANTHONY HEYWOOD	260.00		
00583177	FRANK TOMBARI	3,542.50		
00583178	DAVENPORT HOTEL	45.00		
00583179	COUNTRY HOMES POWER	38.00		
00583180	PARAS HOMES LLC	650.00		
00583181	NICHOLAS MCKENZIE	180.00		
00583182	BRANDON MEIERS	60.00		
00583183	MARTIN OWENS	102.00		
00583184	CODY POOLE	75.00		
00583185	ORKIN	156.96		
00583186	SALT DISTRIBUTORS INC	7,710.74		
00583187	SNW TEC LLC	560.90		
00583188	SPOKANE CITY TREASURER	3,467.04		
00583189	SPOKANE CITY TREASURER	3,649.80		
00583190	SPOKANE COUNTY PROSECUTING	1,034.00		
00583191	SPOKANE REGIONAL HEALTH DIST	2,300.00		
00583192	SPOKANE REGIONAL HEALTH DIST	600.00		
00583193	SPOKANE REGIONAL HEALTH DIST	2,300.00		
00583194	STREET DEPT IMPREST FUND	112.78		
00583195	T-MOBILE	30.15		
00583196	WASHINGTON STATE UNIVERSITY	4,626.22		
00583197	CENTURYLINK		625.28	
00583198	FRANKIE GHEE		50.00	
00583199	T-MOBILE		57.32	
00583200	COLVICO INC	1,500.00		
00583201	DANIEL BIBLE	1,096.15		
00583202	MICHELLE MCCOWAN	35.40		
00583203	SECURED INVESTMENT HIGH YIEL	960.21		
00583204	GINA COOK	886.47		
00583205	INK'D GENERAL CONTRACTORS	500.00		
00583206	EST OF STEPHEN POWELL	48.69		
00583207	JESSICA MENDEZ	50.78		
00583208	NEW MARKET WASTE SOLUTIONS L	500.00		
00583209	MORAN ENVIRONMENTAL	2.53		
00583210	WATSON MGMT	61.39		
00583211	AUDUBON VETERINARY CLINIC	1,515.17		
00583212	CENTURYLINK	63.46		
00583213	NW REGIONAL CRIME ANALYST	115.00		
00583214	PET EMERGENCY CLINIC	570.04		
00583215	SIX ROBBLEES INC	2,064.81		
00583216	CRAIG MEIDL OR JUSTIN LUNDGR	9,801.00		
00583217	SPRINT SOLUTIONS INC	126.72		
00583218	T-MOBILE	7,181.12		
00583219	VOLCANIC MANUFACTURING LLC	512.30		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583221	FINDAWAY WORLD LLC		7,320.09	
00583222	MOBIUS SPOKANE		5,000.00	
00583224	AT&T			58.86
00583225	CENTURYLINK			203.48
00583226	CENTURYLINK COMMUNICATIONS I			516.07
00583228	WALTER E NELSON CO			1,371.01
00583229	THE GUARDIANS FOUNDATION INC	99,775.46		
00583264	WA STATE DEPT OF LABOR &	269,809.49		
00583265	ANDERSON BIOSCIENCE LLC	500.00		
00583266	CHILD SUPPORT SERVICES	738.84		
00583267	DANIEL H BRUNNER, TRUSTEE	200.00		
00583268	EMPLOYMENT SECURITY DEPT	368.40		
00583269	HUMAN RESOURCES	959.00		
00583270	ICMA RETIREMENT TRUST 457	426,617.21		
00583271	ICMA RETIREMENT TRUST 457 LO	51,350.71		
00583272	ING LIFE INSURANCE & ANNUITY	111,065.12		
00583273	COLLECTION SERVICE CENTER	191.19		
00583274	SEFNCO COMMUNICATIONS INC	180.00		
00583275	GEOCKO INC/ LIVE STORIES	2,841.62		
00583276	SVETLANA GORDEY	259.46		
00583277	MARK MELNICK	116.00		
00583278	THE MEN'S WEARHOUSE INC	43.60		
00583279	NEW JERSEY SUPPORT PAYMENT	162.50		
00583280	OFFICE OF THE ATTORNEY GENER	273.50		
00583281	PEOPLE QUALIFIED COMMITTEE	7.00		
00583282	PRE-PAID LEGAL SERVICES INC	418.95		
00583283	JASON SANDOBAL	1,347.45		
00583284	SPOKANE CITY TREASURER	54.24		
00583285	SPOKANE CITY TREASURER OR	451,891.20		
00583286	STATE DISBURSMENT UNIT	297.67		
00583287	UNITED STATES TREASURY	12.50		
00583288	US BANK OR CITY TREASURER	1,431,470.39		
00583289	WA GET PROGRAM	345.00		
00583290	WA STATE SUPPORT REGISTRY OR	15,241.50		
00583291	JUNE WALLACE	994.96		
00583292	WATER DEPARTMENT	467.90		
00583293	WESTERN STATES POLICE MEDICA	1,625.00		
00583294	WSCCCE, AFSCME, AFL-CIO	320.32		
00583295	WA STATE DEPT OF REVENUE			17,929.47
80097508	ALS LABORATORY GROUP	636.00		
80097509	ALSCO DIVISION OF ALSCO INC	166.14		
80097510	NORTHWEST INDUSTRIAL SERVICE	6,963.56		
80097511	ASSURANCE FITNESS REPAIR	174.40		
80097512	AVISTA UTILITIES	136,953.85	7,419.12	
80097513	BANNER FURNACE & FUEL	252.65		
80097514	CINTAS CORPORATION NO 3	7,243.04	38.15	
80097515	CITY SERVICE VALCON LLC	6,540.43		
80097516	COMCAST	667.41		
80097517	CONSOLIDATED ELECTRICAL		1,553.25	
80097518	CONSOLIDATED SUPPLY CO	1,135.26		
80097519	COPIERS NORTHWEST INC	223.22		
80097520	CORE & MAIN LP	27,466.30		
80097521	CUSTOM SPRAY SERVICE INC	222.16		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097522	DIAMOND TECHNOLOGIES	4,056.90		

80097523	ELJAY OIL CO INC	3,228.09	
80097524	ENVISIONWARE INC		305.96
80097525	FASTENAL CO	3,030.58	
80097526	FEDERAL EXPRESS CORP/DBA FED	179.10	
80097527	FERGUSON ENTERPRISES INC	58.98	
80097528	GORLEY LOGISTICS LLC	72.49	
80097529	GONZAGA UNIVERSITY	1,000.00	
80097530	GORDON PRODUCTS INC		109.00
80097531	GREATER SPOKANE INC		425.00
80097532	GROUP 4 ARCHITECTURE, RESEARC		52,616.43
80097533	H D FOWLER COMPANY	8,272.07	
80097534	HASKINS STEEL CO INC	1,406.79	
80097535	HDR ENGINEERING INC	22,467.74	
80097536	HELVETICKA INC		7,816.32
80097537	HUMANIX HUMAN RESOURCE		1,786.00
80097538	INLAND ENVIRONMENTAL RESOURC	21,948.31	
80097539	INSIGHT DISTRIBUTING INC	457.73	
80097540	INTERSTATE CONCRETE & ASPHAL	927.49	
80097541	LAKE SIDE INDUSTRIES	9,962.06	
80097542	LINN MACHINE & MFG	89,755.66	
80097543	MCGARD LLC	17,475.00	
80097544	MIDLAND SCIENTIFIC INC	2,964.73	
80097545	MULTIQUIP INC	2,964.19	
80097546	NATIONAL COLOR GRAPHICS INC		106.82
80097547	NEPTUNE TECHNOLOGY GROUP INC	41,233.61	
80097548	OFFICE OF STATE AUDITOR	31,696.50	
80097549	WORKSPACE DEVELOPMENT LLC		30,954.22
80097550	OVERDRIVE INC		11,123.05
80097551	PEINER USA, INC.	6,328.86	
80097552	PERKINS COIE LLP		1,379.70
80097553	PETE LIEN & SONS INC	31,524.84	
80097554	POINTE PEST CONTROL	130.68	
80097555	POLYDYNE INC	3,257.63	
80097556	QUADIENT LEASING USA INC		508.26
80097557	LANCE RHOADES		225.00
80097558	RIVER PARK SQUARE LLC	1,600.00	
80097559	SECURITAS SECURITY SERVICES		11,068.21
80097560	SPOKANE COUNTY TREASURER	163,901.76	
80097561	SPOKANE TRANSIT AUTHORITY		11,267.70
80097562	STELLAR INDUSTRIAL SUPPLY IN	869.44	
80097563	TIERRA RIGHT OF WAY	1,112.50	
80097564	CENTURY WEST ENGINEERING COR	1,555.02	
80097565	TROXLER ELECTRONIC	2,464.45	
80097566	TWO RIVERS TERMINAL LLC	5,258.16	
80097567	VERIZON WIRELESS	4,163.01	
80097568	WA STATE DEPT/TRANSPORTATION	127.59	
80097569	VICTOR J GIAMPIETRI II	215.85	
80097570	WALKER CONSTRUCTION INC		892,833.11
80097571	WASTE MANAGEMENT OF WA DBA	2,010.73	
80097572	WEST PLAINS/AIRPORT AREA	3,080.39	
80097573	THE WOODSHOP NW LLC		389.79
80097574	WYATT BARNETT	365.00	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097575	DONALD W SKOW	102.00		
80097576	BUDINGER & ASSOCIATES INC	150.00		
80097577	CAMTEK INC	395.67		
80097578	COMCAST	339.40		
80097579	DELTA DENTAL OF WASHINGTON	47,456.11		

80097580	BRIDGESTONE AMERICAS INC	5,810.52		
80097581	HUGHES FIRE EQUIPMENT INC	1,225.86		
80097582	INFINITE INNOVATIONS LLC	6,223.05		
80097583	K & L GATES LLP	567.00		
80097584	LARIVIERE INC	150,057.21		
80097585	MAX J KUNEY COMPANY	328,678.71		
80097586	POINTE PEST CONTROL	261.36		
80097587	SPOKANE COUNTY FIRE DIST 10	68,238.51		
80097588	SPOKANE COUNTY TREASURER	176.58		
80097589	US BANK OR CITY TREASURER	36,224.49		
80097590	VERIZON WIRELESS	1,239.21		
80097591	VOLT MANAGEMENT CORP	43,096.85		
80097592	WHELEN ENGINEERING CO INC	100.06		
80097593	BRADLEY DILG	130.00		
80097594	ALEX BARROUK CONSULTING &	600.00		
80097595	NORTHWEST INDUSTRIAL SERVICE		9,252.91	
80097596	AMERICAN TRAFFIC SOLUTIONS I	84,598.19		
80097597	AMERIGAS PROPANE LP		137.63	
80097598	ARAMARK UNIFORM SERVICES	1,281.68		
80097599	BAKER & TAYLOR BOOKS		10,255.26	
80097600	BUDINGER & ASSOCIATES INC	655.25		
80097601	CENGAGE LEARNING INC		31.05	
80097602	CONNELL OIL INC	3,167.38		
80097603	CW NIELSEN MFG CORP	859.47		
80097604	DUNCAN PARKING TECHNOLOGIES	3,470.50		
80097605	ENTERPRISE FM TRUST		10,936.20	
80097606	GORLEY LOGISTICS LLC	43.49		
80097607	GALLS LLC	14,368.37		
80097608	WINGFOOT COMMERCIAL TIRE	6,794.79		
80097609	GRAINGER INC	53.09		
80097610	GREENSTONE CORPORATION	10,000.00		
80097611	THE GUARDIANS FOUNDATION INC	8,825.04		
80097612	GUNARAMA WHOLESALE INC	1,537.01		
80097613	INFOUSA MARKETING INC		3,204.60	
80097614	INGRAM LIBRARY SERVICES LLC		86.73	
80097615	INTERFAITH HOSPITALITY	488,000.00		
80097616	JASON N GRAF	4,975.75		
80097617	KANOPY INC		3,627.00	
80097618	KENWORTH SALES COMPANY	762.89		
80097619	KPFF CONSULTING ENGINEERS	12,183.76		
80097620	LARIVIERE INC	280,625.04		
80097621	LEXIS-NEXIS RISK & ANALYTICS	163.50		
80097622	GEOCKO INC.	1,985,956.41		
80097623	MEGA WASH LLC	2,174.53		
80097624	MIDWEST TAPE		10,043.90	
80097625	NATIONAL NATIVE AMERICAN	38,155.89		
80097626	NOVUS AUTO GLASS	65.35		
80097627	OVERDRIVE INC		227.24	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097628	PREMERA BLUE CROSS OR	422,408.87		
80097629	SAN DIEGO POLICE EQUIP CO IN	29,170.37		
80097630	SPOKANE NEIGHBORHOOD ACTION	155,074.11		
80097631	SPOKANE COUNTY TITLE CO	574.43		
80097632	SPOKANE COUNTY TREASURER	979.49		
80097633	TEDDER INDUSTRIES LLC	4,417.55		
80097634	TOBY'S BATTERY & AUTO ELECTR	4,137.64		
80097635	TOBY'S BODY & FENDER INC	17,834.60		
80097636	VERIZON WIRELESS	173.92		

80097637	WA STATE CRIMINAL JUSTICE	37,444.00	
80097638	COFFMAN ENGINEERS INC		6,000.00
80097639	CREEK AT QUALCHAN GOLF COURS		517.34
80097640	CUMMINS INC	11,500.43	
80097641	DESAUTEL HEGE COMMUNICATIONS		1,686.86
80097642	MICHAEL TERRELL LANDSCAPE		1,250.00
80097643	PROJECT JOY		2,580.83
80097644	SINTO SENIOR CENTER		6,434.17
80097645	T & T GOLF MANAGEMENT INC		356.49
80097646	WEST CENTRAL COMMUNITY		6,056.25
80097647	UNIVERSAL PROTECTION SERVICE	80.63	
80097648	ALSCO DIVISION OF ALSCO INC	123.00	
80097649	NORTHWEST INDUSTRIAL SERVICE	262.52	
80097650	BACON CONCRETE INC	385,771.34	
80097651	SPOKANE FIRE FIGHTERS BENEFIT	170.52	
80097652	BIG SKY INDUSTRIAL/DIV OF	15,592.77	
80097653	BROWN AND CALDWELL	3,230.79	
80097654	CINTAS CORPORATION NO 3	1,819.21	
80097655	CLEAN ENERGY INC	34,101.26	
80097656	COEUR D'ALENE SERVICE STATIO	7,580.57	
80097657	CONSOLIDATED ELECTRICAL	6,419.04	
80097658	CONTROL SOLUTIONS NW INC	2,166.38	
80097659	COPIERS NORTHWEST INC	115.49	
80097660	DALLY ENVIRONMENTAL LLC	2,013.69	
80097661	CHARLES R DELGADO	1,771.25	
80097662	DELTA DENTAL OF WASHINGTON	20,135.18	
80097663	DEVRIES INFORMATION MANAGEME	63.84	
80097664	DIGNITARY PROTECTION TEAM FU	105.00	
80097665	DENNIS DOIDGE	233.50	
80097666	EDU MEMBERSHIP FUND	20.00	
80097667	ELECTRONIC DATA COLLECTION	480.45	
80097668	FISH WINDOW CLEANING		1,292.00
80097669	FULCRUM ENVIRONMENTAL	5,000.00	
80097670	GLACIER CONSTRUCTION	569,488.04	
80097671	POLICE GUILD LEGAL DEFENSE	630.00	
80097672	HALME CONSTRUCTION INC	106,096.65	
80097673	HELFRICH BROTHERS BOILER WOR	435,158.04	
80097674	KAISER FOUNDATION HEALTH PLA	130,676.48	
80097675	LARIVIERE INC		153,859.19
80097676	LSB CONSULTING ENGINEERS PLL	503.75	
80097677	LTS & CPTS LEGAL DEFENSE FUN	44.00	
80097678	M & P ASSOCIATION	2,698.66	
80097679	MCKINSTRY CO LLC	5,684.35	1,195.85
80097680	MOSS-ADAMS LLP	6,070.00	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097681	MWH CONSTRUCTORS INC &	432,580.04		
80097682	NEPTUNE TECHNOLOGY GROUP INC	34,286.43		
80097683	NORCO INC	86.28		
80097684	NORTH COUNTRY SERVICES LLC	1,547.55		
80097685	NORTH GORGE RESIDENTIAL	164,307.09		
80097686	OXARC INC	2,102.43		
80097687	PARAMETRIX INC	18,045.00		
80097688	PASSPORT LABS INC	5,644.46		
80097689	PROVIDENCE HEALTH & SERVICES	700.00		
80097690	PROVOST PROFESSIONAL	508.78		
80097691	REHN & ASSOCIATES	18,662.33		
80097692	SAFEBUILT WASHINGTON LLC	7,696.00		
80097693	SITEONE LANDSCAPE SUPPLY LLC	240.32		



80097694	SPOKANE POLICE BENEFIT ASSOC	697.50		
80097695	SPOKANE POLICE CHAPLAIN	3,144.50		
80097696	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80097697	SPOKANE POLICE GUILD LONG	24,925.95		
80097698	SPOKANE COUNTY TITLE CO	1,635.00		
80097699	SPOKANE COUNTY TREASURER	273,537.00		
80097700	SPOKANE FIRE FIGHTERS BENEFI	61,989.30		
80097701	SPOKANE FIRE FIGHTERS BENEFI	1,508.90		
80097702	SPOKANE POLICE GUILD FRATERN	900.72		
80097703	SPOKANE POLICE SWAT TEAM	430.00		
80097704	SWEEP SOLID WASTE	5,450.00		
80097705	SPOKANE POLICE TACTICAL TEAM	296.00		
80097706	PAUL TAPIA	1,560.00		
80097707	TRAFFIC SAFETY SUPPLY INC	2,671.91		
80097708	TRANSITIONS DBA TRANSITIONAL	13,662.53		
80097709	UNITED WAY	290.00		
80097710	US BANK TRUST NA	836,793.00		
80097711	VERIZON WIRELESS	681.19		
80097712	WA ST COUNCIL OF CITY & COUN	27,247.74		
80097713	WA STATE DEPT OF ECOLOGY	125,694.72		
80097714	WA STATE DEPT OF ECOLOGY	153,075.88		
80097715	CHRISTEN ANN KISHEL PHD	4,050.00		
		-----	-----	-----
		11,911,710.45	1,073,112.37	221,634.61
				=====
			CITYWIDE TOTAL:	13,206,457.43

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HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

GONZAGA UNIVERSITY	OTHER MISC CHARGES	
STUDENT ACCOUNTS	ACH PMT NO. - 80097529	1,000.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097587	68,238.51
TOTAL FOR 0020 - NONDEPARTMENTAL		69,238.51

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	275.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	876.33
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	1,120.80
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,272.13

## 0100 - GENERAL FUND

SEFNCO COMMUNICATIONS INC	PERMIT REFUNDS PAYABLE	
1019 39TH AVE SE	CHECK NO. - 00583274	180.00
SPOKANE COUNTY PROSECUTING	COUNTY CRIME VICTIM & WITNESS	
ATTORNEY	CHECK NO. - 00583190	1,034.00
TOTAL FOR 0100 - GENERAL FUND		1,214.00

## 0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	720.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	2,341.82
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	3,067.12
TOTAL FOR 0230 - CIVIL SERVICE		6,128.94

## 0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	330.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	1,415.89

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	1,882.48

TOTAL FOR 0260 - CITY CLERK		3,628.37
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0300 - HUMAN SERVICES

VOLT MANAGEMENT CORP	PROFESSIONAL SERVICES	
DBA VOLT WORKFORCE SOLUTIONS	ACH PMT NO. - 80097591	13,128.58

TOTAL FOR 0300 - HUMAN SERVICES		13,128.58
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0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	1,200.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	4,351.05

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	5,101.31

TOTAL FOR 0320 - COUNCIL		10,652.36
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	445.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	2,170.65

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	2,896.64

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		5,512.29
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0370 - ENGINEERING SERVICES

BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097600	655.25

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	3,320.00

MARK MELNICK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00583277	116.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TROXLER ELECTRONIC	EQUIPMENT REPAIRS/MAINTENANCE	
LABORATORIES INC	ACH PMT NO. - 80097565	2,464.45

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	13,275.98

US BANK TRUST NA	RETIREMENT	
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## 0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	528.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	680.64
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097711	52.33
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,421.11

## 0500 - LEGAL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	1,800.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	8,787.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	12,115.93
TOTAL FOR 0500 - LEGAL		22,703.40

## 0520 - MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	450.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	1,731.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	1,982.24
TOTAL FOR 0520 - MAYOR		4,163.32

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0550 - NEIGHBORHOOD SERVICES

ALEX BARROUK CONSULTING & DEVELOPMENT DBA AIM & BUILD	CONTRACTUAL SERVICES ACH PMT NO. - 80097594	600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	205.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	1,271.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	1,665.44
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80097711	366.31
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80097711	40.00
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		4,147.87
0560 - MUNICIPAL COURT		
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80097578	339.40
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	1,882.41
SPOKANE COUNTY TREASURER	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80097588	176.58
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097699	227,942.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80097699	50.00
UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES	
DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80097647	80.63
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	6,801.96
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	10,797.13
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097590	688.12
TOTAL FOR 0560 - MUNICIPAL COURT		248,758.23
0570 - OFFICE OF HEARING EXAMINER		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	509.20
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	683.44
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,352.64
0620 - HUMAN RESOURCES		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	566.26
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00583288	1,912.22
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	2,482.68
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097590	261.65

TOTAL FOR 0620 - HUMAN RESOURCES	-----	5,222.81
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0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	945.00
JASON N GRAF DBA CENTER BASED PLANNING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097616	4,975.75
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	3,049.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	4,078.16
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097711	104.66

TOTAL FOR 0650 - PLANNING SERVICES	-----	13,152.95
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0680 - POLICE

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097598	1,281.68
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00583211	1,515.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00583212	63.46
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00583216	465.00
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80097603	859.47
GALLS LLC	CLOTHING ACH PMT NO. - 80097607	291.78
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80097607	921.16
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097606	43.49
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80097609	53.09
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80097612	1,537.01



ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	76,732.05
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80097621	163.50
NW REGIONAL CRIME ANALYST c/o TYNA ANTONSON	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00583213	115.00
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00583214	570.04
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80097629	29,170.37
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80097632	979.49
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00583217	126.72
T-MOBILE	CELL PHONE CHECK NO. - 00583218	830.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	39,018.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	24,379.18
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80097636	124.84
VOLCANIC MANUFACTURING LLC	MINOR EQUIPMENT CHECK NO. - 00583219	512.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING ACH PMT NO. - 80097637	37,444.00
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00583293	975.00

TOTAL FOR 0680 - POLICE

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218,172.73

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	675.00
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES ACH PMT NO. - 80097699	45,545.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	2,435.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	3,323.28

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

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51,978.82

## 0700 - PUBLIC DEFENDER

ANDERSON BIOSCIENCE LLC	LEGAL SERVICES CHECK NO. - 00583265	500.00
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80097661	1,771.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	1,250.00
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO. - 80097706	1,560.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80097690	508.78
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	5,920.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	7,500.88

TOTAL FOR 0700 - PUBLIC DEFENDER	19,010.92
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## 0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	100.00
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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	636.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	837.28

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN	1,573.61
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## 0970 - INTERNAL SERVICE CHARGES

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	4,454.95
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TOTAL FOR 0970 - INTERNAL SERVICE CHARGES	4,454.95
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## 1100 - STREET FUND

ANTHONY HEYWOOD	PERMITS/OTHER FEES CHECK NO. - 00583176	260.00
CODY POOLE	PERMITS/OTHER FEES CHECK NO. - 00583184	75.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097657	6,419.04
FASTENAL CO	OPERATING SUPPLIES	

	ACH PMT NO. - 80097525	668.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	4,825.00
INTERSTATE CONCRETE & ASPHALT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097540	927.49
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097541	5,029.26
MARTIN OWENS	PERMITS/OTHER FEES CHECK NO. - 00583183	102.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	824.74
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583186	7,710.74
STREET DEPT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00583194	112.78
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	18,425.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	24,629.95

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND	----- 70,010.53
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1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	775.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	61.17
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80097560	9,397.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	4,018.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	3,791.23

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	----- 18,043.47
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	2,195.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	2,440.63
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	13,363.35

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	17,221.84

TOTAL FOR 1300 - LIBRARY FUND		35,220.82
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1350 - PENSION CONTRIBUTIONS FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	299.85

TOTAL FOR 1350 - PENSION CONTRIBUTIONS FUND		299.85
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1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097596	84,598.19

BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80097650	385,771.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GREENSTONE CORPORATION	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80097610	10,000.00

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	207.30

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		480,576.83
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1400 - PARKS AND RECREATION FUND

HALME CONSTRUCTION INC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80097672	21,938.77

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	4,615.00

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	1,115.72

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	20,717.47

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	22,369.54

TOTAL FOR 1400 - PARKS AND RECREATION FUND		70,756.50
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1450 - UNDER FREEWAY PARKING FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	7.29

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		7.29
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## 1460 - PARKING METER REVENUE FUND

DUNCAN PARKING TECHNOLOGIES INC A DIVISION OF CIVICSMART	CONTRACTUAL SERVICES ACH PMT NO. - 80097604	3,470.50
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80097667	480.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	646.95
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	192.40
PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097688	5,644.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	2,939.69

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	3,990.84
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097567	1,354.58
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80097567	160.04

TOTAL FOR 1460 - PARKING METER REVENUE FUND	18,879.91
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## 1500 - PATHS AND TRAILS RESERVE FUND

TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES ACH PMT NO. - 80097707	2,671.91
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TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND	2,671.91
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## 1510 - SPOKANE REG EMERG COM SYS

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	5.07
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TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS	5.07
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## 1560 - FORFEITURES &amp; CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00583216	9,336.00
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SPOKANE COUNTY TITLE CO	LEGAL SERVICES ACH PMT NO. - 80097631	574.43
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TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	9,910.43
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## 1570 - INTERMODAL FACILITY OPERATION

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	17.43

TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION	17.43
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## 1590 - HOTEL/MOTEL TAX FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	137.56

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND	137.56
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 1610 - REET 2ND QUARTER PERCENT

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	104.92

TOTAL FOR 1610 - REET 2ND QUARTER PERCENT	104.92
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## 1620 - PUBLIC SAFETY &amp; JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	292.33
TEDDER INDUSTRIES LLC	MINOR EQUIPMENT	
	ACH PMT NO. - 80097633	4,417.55
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	210.42

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	4,920.30
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## 1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	2,617.32
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583272	839.39
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	1,751.48
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	637.12

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND	5,845.31
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## 1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	476.01

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583272	2,224.41
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	69.42
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	2,649.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	4,409.84

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	9,829.56
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1640 - COMMUNICATIONS BLDG M&O FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	15.85
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00583188	2,129.32
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	2,145.17	

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	408.75
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	976.25
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	3,294.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	3,238.10
TOTAL FOR 1680 - CD/HS OPERATIONS	7,917.23	

1910 - CRIMINAL JUSTICE ASSISTANCE FD

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	177.50
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	177.50	

1920 - FINANCIAL PARTNERSHIP FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	6.02
TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND	6.02	

1940 - CHANNEL FIVE EQUIPMENT RESERVE

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	6.97

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	6.97
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1950 - PARK CUMULATIVE RESERVE FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	42.47

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND	42.47
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1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80097648	289.14

BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00583169	1,584.16

BRADLEY DILG	IT/DATA SERVICES	
	ACH PMT NO. - 80097593	130.00

BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80097580	4,833.77

BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80097580	976.75

CAMTEK INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80097577	395.67

CHRISTEN ANN KISHL PHD	MEDICAL SERVICES	
	ACH PMT NO. - 80097715	4,050.00

CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80097602	3,167.38

HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80097581	1,225.86

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	9,506.72

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583272	37,058.62

NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80097683	3.27

NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80097683	83.01

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	1,685.62

POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097586	392.04



PROVIDENCE HEALTH & SERVICES	MEDICAL SERVICES	
DBA PROVIDENCE SACRED HEART	ACH PMT NO. - 80097689	700.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583215	2,064.81
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00583188	1,337.72
THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00583278	43.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	24,684.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	5,309.41
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097636	47.43
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80097636	1.65
TOTAL FOR 1970 - FIRE/EMS FUND		99,570.84

1980 - DEFINED CONTRIBUTION ADMIN FND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	2.22
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		2.22

1990 - TRANSPORTATION BENEFIT FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	89.38
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		89.38

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097576	150.00
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097672	84,008.55
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097584	13,719.73
LARIVIERE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097584	20,201.30
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097585	149,266.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,819.38
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097687	4,777.50
SPOKANE COUNTY TITLE CO	RIGHT OF WAY ACH PMT NO. - 80097698	1,635.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097568	127.59
TOTAL FOR 3200 - ARTERIAL STREET FUND		275,705.63

3500 - KENDALL YARDS TIF

NORTH GORGE RESIDENTIAL PARTNERS LLC	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80097685	11,140.38
NORTH GORGE RESIDENTIAL PARTNERS LLC	OTHER DEBT ACH PMT NO. - 80097685	153,166.71
TOTAL FOR 3500 - KENDALL YARDS TIF		164,307.09

4100 - WATER DIVISION

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097654	2,255.20
COLVICO INC PO BOX 2682	REFUNDS CHECK NO. - 00583200	1,500.00
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097518	1,135.26
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097659	115.49
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097520	23,102.00
CORE & MAIN LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097520	4,364.30
DANIEL BIBLE 12815 N PALOMINO LN	REFUNDS CHECK NO. - 00583201	1,096.15
DENNIS DOIDGE	PERMITS/OTHER FEES ACH PMT NO. - 80097665	233.50
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80097663	7.98
EST OF STEPHEN POWELL 1017 SW RYAN CT	REFUNDS CHECK NO. - 00583206	48.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097525	640.67
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097527	58.98
GEOCKO INC/ LIVE STORIES PO BOX 12242	REFUNDS CHECK NO. - 00583275	2,351.18
GINA COOK 35 E 17TH AVE	REFUNDS CHECK NO. - 00583204	228.20
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097533	8,272.07
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097534	1,406.79
HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097535	1,064.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	7,765.00
JESSICA MENDEZ 2216 N MADISON ST	REFUNDS CHECK NO. - 00583207	50.78
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097541	4,932.80
MCGARD LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097543	17,475.00
MICHELLE MCCOWAN 4327 W ROWAN AVE	REFUNDS CHECK NO. - 00583202	21.67
MULTIQUIP INC	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80097545	2,964.19
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80097682	75,520.04
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097649	262.52
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,612.08
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80097686	2,102.43
SECURED INVESTMENT HIGH YIELD FUND II LLC	REFUNDS CHECK NO. - 00583203	960.21
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097693	193.86
SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00583189	108.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	OTHER MISC CHARGES
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	CHECK NO. - 00583189	1,180.60
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00583285	141,551.64
STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097562	869.44
SVETLANA GORDEY PO BOX 7664	REFUNDS CHECK NO. - 00583276	259.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	30,987.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	40,478.30
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097569	215.85
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS -	1,572.75
WATER DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00583292	11.90
WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00583292	3.00
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00583292	453.00
WATSON MGMT 102 E BALDWIN AVE	REFUNDS CHECK NO. - 00583210	61.39
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80097572	3,080.39
TOTAL FOR 4100 - WATER DIVISION		382,575.04

4250 - INTEGRATED CAPITAL MANAGEMENT

CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097564	1,555.02
GEOCKO INC/ LIVE STORIES PO BOX 12242	REFUNDS CHECK NO. - 00583275	125.08
GINA COOK 35 E 17TH AVE	REFUNDS CHECK NO. - 00583204	143.84
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097672	149.33
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097535	18,150.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097535	2,187.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	890.00

KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097619	12,183.76
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097620	396,761.22
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097676	503.75
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097585	179,412.13
MICHELLE MCCOWAN 4327 W ROWAN AVE	REFUNDS CHECK NO. - 00583202	4.17
MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097681	432,580.04
NATIONAL NATIVE AMERICAN CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097625	38,155.89
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	4,481.89
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097558	1,600.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00583285	54,212.21
TIERRA RIGHT OF WAY SERVICES LTD	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097563	1,112.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	3,800.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	4,760.86
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80097714	56,295.01
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80097714	96,780.87
WASHINGTON STATE UNIVERSITY ATTN: CASHIERS-SPS	PROFESSIONAL SERVICES CHECK NO. - 00583196	4,626.22

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	1,310,472.48
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4300 - SEWER FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GEOCKO INC/ LIVE STORIES PO BOX 12242	REFUNDS CHECK NO. - 00583275	151.96
GINA COOK 35 E 17TH AVE	REFUNDS CHECK NO. - 00583204	170.86
MICHELLE MCCOWAN 4327 W ROWAN AVE	REFUNDS CHECK NO. - 00583202	5.06

TOTAL FOR 4300 - SEWER FUND

327.88

4310 - SEWER MAINTENANCE DIVISION

CAMERON BAKER	PERMITS/OTHER FEES CHECK NO. - 00583168	457.00
HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097535	1,064.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	2,375.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	811.43
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097687	13,267.50
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097693	46.46
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00583189	1,180.60
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00583285	63,656.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	9,511.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	12,464.88

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

104,835.57

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80097508	636.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097512	124,403.39
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80097653	3,230.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00583171	73.44
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097515	6,540.43
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00583172	321.86
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80097516	519.97
CONTROL SOLUTIONS NW INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80097658	2,166.38
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80097519	223.22
CUMMINS INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA CUMMINS SALES & SERVICE	ACH PMT NO. - 80097640	11,500.43
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80097660	1,006.85
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80097526	179.10
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	6,215.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80097538	21,948.31
INSIGHT DISTRIBUTING INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80097539	457.73
K & L GATES LLP	LEGAL SERVICES	
	ACH PMT NO. - 80097583	567.00
MCKINSTRY CO LLC	BUILDING REPAIRS/MAINTENANCE	
LOCKBOX	ACH PMT NO. - 80097679	5,684.35
MIDLAND SCIENTIFIC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80097544	2,964.73
NICHOLAS MCKENZIE	MINOR SAFETY EQUIPMENT	
	CHECK NO. - 00583181	180.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80097510	90.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	859.29
POLYDYNE INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80097555	3,257.63
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00583285	66,124.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TESTAMERICA LABORATORIES INC	TESTING SERVICES	
DBA EUROFIN TESTAMERICA	CHECK NO. - 00583175	670.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80097566	5,258.16
T-MOBILE	CELL PHONE	
	CHECK NO. - 00583195	30.15
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	25,713.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	34,522.27
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097567	1,397.48

WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	
CASHERING UNIT	ACH PMT NO. - 80097713	125,694.72
WASTE MANAGEMENT OF WA DBA	UTIL GARBAGE/WASTE REMOVAL	
GRAHAM ROAD LANDFILL	ACH PMT NO. - 80097571	2,010.73

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	454,447.54
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#### 4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80097512	3,899.81
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80097512	10.64
CUSTOM SPRAY SERVICE INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097521	222.16
DALLY ENVIRONMENTAL LLC	TESTING SERVICES	
	ACH PMT NO. - 80097660	1,006.84
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	1,410.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	283.37
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	4,542.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	5,965.47
WYATT BARNETT	PERMITS/OTHER FEES	
	ACH PMT NO. - 80097574	365.00

TOTAL FOR 4330 - STORMWATER	17,705.88
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

#### 4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	75.00
LOGAN CALLEN	TUITION REIMBURSEMENT	
	CHECK NO. - 00583170	2,520.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	20.60
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	243.83
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	324.64

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	3,184.07
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## 4480 - SOLID WASTE FUND

GEOCKO INC/ LIVE STORIES PO BOX 12242	REFUNDS CHECK NO. - 00583275	213.40
GINA COOK 35 E 17TH AVE	REFUNDS CHECK NO. - 00583204	333.57
INK'D GENERAL CONTRACTORS 6925 E BIGELOW GULCH RD	REFUNDS CHECK NO. - 00583205	500.00
MICHELLE MCCOWAN 4327 W ROWAN AVE	REFUNDS CHECK NO. - 00583202	4.50
MORAN ENVIRONMENTAL 75-D YORK AVE	REFUNDS CHECK NO. - 00583209	2.53
NEW MARKET WASTE SOLUTIONS LLC 2701 COLTSGATE RD STE 100	REFUNDS CHECK NO. - 00583208	500.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00583285	14.59
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00583285	2,603.74

TOTAL FOR 4480 - SOLID WASTE FUND	4,172.33
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## 4490 - SOLID WASTE DISPOSAL

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80097513	252.65
BIG SKY INDUSTRIAL/DIV OF WWSS ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097652	15,592.77

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIAMOND TECHNOLOGIES INNOVATIONS, INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097522	4,056.90
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80097523	663.86
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097523	2,564.23
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80097525	339.05
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097525	881.50
FULCRUM ENVIRONMENTAL CONSULTING INC	MEDICAL SERVICES ACH PMT NO. - 80097669	5,000.00
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097673	435,158.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	3,699.57
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES	

	ACH PMT NO. - 80097618	762.89
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097542	1,025.97
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80097510	6,763.56
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	1,110.33
ORKIN	PROFESSIONAL SERVICES	
	CHECK NO. - 00583185	156.96
PEINER USA, INC.	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80097551	6,328.86
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80097553	31,524.84
SNW TEC LLC	REPAIR & MAINTENANCE SUPPLIES	
DBA SWAGELOCK NW/ALASKA	CHECK NO. - 00583187	560.90
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00583285	26,968.48
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00583193	2,300.00
SWEEP SOLID WASTE	PROFESSIONAL SERVICES	
ENVIRONMENTAL EXCELLENCE	ACH PMT NO. - 80097704	5,450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	17,313.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	24,146.25
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097567	662.81
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	569.60
WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00583173	145.16

TOTAL FOR 4490 - SOLID WASTE DISPOSAL 593,998.72

4500 - SOLID WASTE COLLECTION

ASSURANCE FITNESS REPAIR	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80097511	174.40
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80097512	7,879.20
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80097512	760.81
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00583171	274.60

CHANNING C ELVIDGE	PERMITS/OTHER FEES CHECK NO. - 00583174	102.00
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097514	6,807.05
COMCAST	TELEPHONE ACH PMT NO. - 80097516	147.44
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80097663	27.93
DONALD W SKOW	PERMITS/OTHER FEES ACH PMT NO. - 80097575	102.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80097525	500.46
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097528	72.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	3,830.00
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097542	88,729.69
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,477.06

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00583189	1,180.60
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00583285	96,464.99
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80097560	154,504.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	20,046.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	27,206.92

TOTAL FOR 4500 - SOLID WASTE COLLECTION	-----	410,288.73
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4530 - SOLID WASTE LANDFILLS

CENTURYLINK	TELEPHONE CHECK NO. - 00583171	62.69
GLACIER CONSTRUCTION SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097670	569,488.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	75.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097510	110.00

SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00583192	2,900.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	193.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	250.72
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097567	123.90

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	573,203.35
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4600 - GOLF FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	516.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	122.35
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	2,014.20

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US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	2,695.03

TOTAL FOR 4600 - GOLF FUND	5,347.58
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4700 - DEVELOPMENT SVCS CENTER

COUNTRY HOMES POWER	PERMIT REFUNDS PAYABLE	
8108 N DIVISION ST	CHECK NO. - 00583179	38.00
DAVENPORT HOTEL	PERMIT REFUNDS PAYABLE	
111 S POST	CHECK NO. - 00583178	45.00
FRANK TOMBARI	PERMIT REFUNDS PAYABLE	
2215 E ILLINOIS AVE	CHECK NO. - 00583177	3,542.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	2,579.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097684	1,547.55
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	231.38
PARAS HOMES LLC	PERMIT REFUNDS PAYABLE	
603 NORTH HAVANA STREET	CHECK NO. - 00583180	650.00
SAFEBUILT WASHINGTON LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80097692	7,696.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	12,776.09
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80097710	16,428.24
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TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	45,533.76
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5100 - FLEET SERVICES FUND

CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097655	34,101.26
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097656	7,580.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	1,785.00
MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097623	2,174.53
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097626	65.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	510.31
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097635	17,834.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	8,360.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	11,112.90
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097608	6,794.79

TOTAL FOR 5100 - FLEET SERVICES FUND	90,319.33
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5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80097663	27.93
GINA COOK 35 E 17TH AVE	REFUNDS CHECK NO. - 00583204	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	860.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	164.82
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00583285	294.27
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	3,561.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	4,883.69

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80097711	75.56

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	9,877.88
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5300 - IT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	2,556.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	475.45
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	13,112.50

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US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	16,610.36

TOTAL FOR 5300 - IT FUND	32,754.31
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5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	120.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	22.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	504.13
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	681.60

TOTAL FOR 5400 - REPROGRAPHICS FUND	1,328.23
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5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583270	500.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80097548	26.63
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00583288	1,528.90
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80097710	2,022.96

TOTAL FOR 5500 - PURCHASING & STORES FUND	4,078.49
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	1,950.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	139.15
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	7,849.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	10,402.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097590	62.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80097590	80.12
TOTAL FOR 5600 - ACCOUNTING SERVICES		20,482.63

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	260.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	48.18
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	1,530.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	2,036.86
TOTAL FOR 5700 - MY SPOKANE		3,875.70

5750 - OFFICE OF PERFORMANCE MGMT

BRANDON MEIERS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00583182	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	450.00
INFINITE INNOVATIONS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097582	6,223.05
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	47.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	1,971.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	2,209.36
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097567	284.88
VOLT MANAGEMENT CORP	CONTRACTUAL SERVICES	

DBA VOLT WORKFORCE SOLUTIONS      ACH PMT NO. - 80097591      29,968.27

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT      41,214.16

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00583270      10.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR      STATE AUDIT CHARGES  
WASHINGTON STATE      ACH PMT NO. - 80097548      177.82

US BANK OR CITY TREASURER      INSURANCE CLAIMS  
LIABILITY CLAIMS      ACH PMT NO. - 80097589      36,224.49

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00583288      62.47

US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80097710      218.91

TOTAL FOR 5800 - RISK MANAGEMENT FUND      36,693.69

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00583270      420.00

OFFICE OF STATE AUDITOR      STATE AUDIT CHARGES  
WASHINGTON STATE      ACH PMT NO. - 80097548      211.42

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00583288      1,388.66

US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80097710      1,797.36

WA STATE DEPT OF LABOR &      DEPOSIT-SUPP PENSION ASSESSMNT  
INDUSTRIES      CHECK NO. - 00583264      159,163.94

WA STATE DEPT OF LABOR &      INSURANCE ADMINISTRATION  
INDUSTRIES      CHECK NO. - 00583264      110,645.55

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND      273,626.93

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00583270      3.74

OFFICE OF STATE AUDITOR      STATE AUDIT CHARGES  
WASHINGTON STATE      ACH PMT NO. - 80097548      18.38

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00583288      14.65

US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80097710      18.80



TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

55.57

5830 - EMPLOYEES BENEFITS FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80097662	61,668.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	235.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80097674	130,676.48
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80097680	6,070.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,425.39
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80097628	402,498.68
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	761.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	969.82

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND

604,304.67

5900 - ASSET MANAGEMENT FUND OPS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	315.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,318.57
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00583284	54.24
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	2,154.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	2,907.08

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

6,749.59

5902 - PROPERTY ACQUISITION POLICE

TOBY'S BATTERY & AUTO ELECTRIC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097634	4,137.64
T-MOBILE	SMART PHONES, IPAD, TABLETS CHECK NO. - 00583218	6,350.69

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE

10,488.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5903 - PROPERTY ACQUISITION FIRE

GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097607	13,155.43
WHELEN ENGINEERING CO INC	VEHICLES ACH PMT NO. - 80097592	100.06

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE

13,255.49

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583270	160.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	1,070.07
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00583288	843.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097710	1,123.60

TOTAL FOR 6100 - RETIREMENT

3,196.81

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80097662	3,900.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	153.73
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097628	11,905.72

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

15,959.45

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80097662	2,023.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80097548	116.96
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097628	8,004.47

TOTAL FOR 6300 - POLICE PENSION

10,144.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00583266	738.84
COLLECTION SERVICE CENTER IOWA	IOWA CHILD SUPPORT PAYMENT CEN CHECK NO. - 00583273	191.19
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00583267	200.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80097664	105.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80097666	20.00
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00583268	368.40
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00583269	959.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00583270	256,474.35
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00583270	12,633.49
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00583271	51,350.71
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00583272	775.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00583272	70,167.70
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00583291	994.96
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80097677	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80097678	2,698.66
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00583279	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00583280	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00583281	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80097671	630.00

PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00583282	418.95
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80097691	3,571.68
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80097691	15,090.65
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80097700	58,745.38
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80097700	3,243.92
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80097701	1,508.90
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80097651	170.52
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80097694	697.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80097695	3,144.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80097702	900.72
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80097697	24,925.95
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80097696	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80097703	430.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80097705	296.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00583286	297.67
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00583287	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80097709	290.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00583288	258,709.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00583288	703,068.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00583288	106,653.54

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/20/21  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80097710	418,396.50
--	--	------------

WA GET PROGRAM	WA GET PROGRAM	
	CHECK NO. - 00583289	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80097712	27,247.74
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00583290	15,241.50
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00583293	650.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00583294	320.32
		-----
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,043,261.23
		-----
TOTAL CLAIMS		9,160,416.90



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b><u>Date Rec'd</u></b>	12/15/2021
<b><u>Clerk's File #</u></b>	CPR 2021-0003
<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>	

<b><u>Submitting Dept</u></b>	ACCOUNTING
<b><u>Contact Name/Phone</u></b>	MICHELLE MURRAY 6032
<b><u>Contact E-Mail</u></b>	MMURRAY@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Claim Item
<b><u>Agenda Item Name</u></b>	5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: December 11, 2021. Payroll check #561654 through check #561762 \$7,274,880.05

**Summary (Background)**

N/A

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 7,274,880.05

Select \$

Select \$

Select \$

**Budget Account**

# N/A

#

#

#

**Approvals**

**Dept Head** MURRAY, MICHELLE

**Division Director** WALLACE, TONYA

**Finance** MURRAY, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other**

**Council Sponsor**

**Distribution List**

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING DECEMBER 11, 2021**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	11,384.25
0230	CIVIL SERVICE	30,671.21
0260	CITY CLERK	18,824.81
0320	COUNCIL	57,066.81
0330	PUBLIC AFFAIRS / COMMUNICATIONS	28,966.40
0370	ENGINEERING SERVICES	174,706.14
0410	FINANCE	35,728.83
0430	GRANTS MNGMT & FINANCIAL ASSIST	8,249.60
0450	CD/HS DIVISION	2,665.60
0470	HISTORIC PRESERVATION	6,806.40
0500	LEGAL	125,494.19
0520	MAYOR	27,732.42
0550	NEIGHBORHOOD SERVICES	16,654.40
05601	MUNICIPAL COURT	107,971.35
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,834.40
0620	HUMAN RESOURCES	25,544.58
0650	PLANNING SERVICES	41,381.60
0680	POLICE	1,637,826.45
0690	PROBATION SERVICES	38,188.98
0700	PUBLIC DEFENDERS	78,376.56
0750	ECONOMIC DEVELOPMENT	8,372.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,489,447.78

FUND	FUND NAME	TOTAL
1100	STREET	248,683.48
1200	CODE ENFORCEMENT	53,055.10
1300	LIBRARY	178,193.78
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	275,491.93
1460	PARKING METER	39,908.04
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	12,573.32
1625	PUBLIC SAFETY PERSONNEL	114,620.24
1630	COMBINED COMMUNICATIONS CENTER	68,587.11
1680	CD/HS	43,609.76
1970	EMS FUND	1,446,024.49
4100	WATER	416,223.31
4250	INTEGRATED CAPITAL FUND	50,337.44
4300	SEWER	535,380.24
4480	REFUSE	526,214.60
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	26,101.70
4700	GENERAL SERVICES FUND	169,232.23
5100	FLEET SERVICE	111,128.71
5200	PUBLIC WORKS & UTILITY FUND	49,834.69
5300	MIS	176,942.54
5400	REPROGRAPHICS	6,816.00
5500	PURCHASING	20,229.61
5600	ACCOUNTING SERVICES	104,020.07
5700	MY SPOKANE	20,368.66
5750	PROJECT MANAGEMENT OFFICE	25,730.40
5810	WORKER'S COMPENSATION	17,973.60
5830	SELF-FUNDED MEDICAL/DENTAL	9,168.40
5900	ASSET MANAGEMENT	27,746.81
6060	CITY RETIREMENT	11,236.01
6750	REGIONAL PLAN	0.00
	TOTAL	7,274,880.05



## **MINUTES OF SPOKANE CITY COUNCIL**

**Monday, December 13, 2021**

### **BRIEFING SESSION**

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The public was 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 an access code when prompted.

### **Interview with Candidate – Human Rights Commission**

City Council interviewed Alex Knox, a nominee for appointment to the Human Rights Commission.

### **Roll Call**

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

### **Advance Agenda Review**

There was no Advance Agenda review as the December 20, 2021, City Council Meeting is canceled.

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council reviewed changes to the December 13, 2021, Current Agenda.

#### Suspension of Council Rules

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to suspend** the Council Rules to adjust today's agenda; **carried unanimously**.

Addition of Agenda Items: Agreement A with The Guardians (OPR 2021-0829), Contract with YWCA (OPR 2021-0830), Contract with Family Promise (OPR 2021-0830), and Low Bid of LaRiviere Inc. (OPR 2021-0832 / ENG 2019171)

**Motion** by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Items 11 (Agreement A with The Guardians), 12 (Contract with YWCA), 13 (Contract with Family Promise), and 14 (Low Bid of LaRiviere Inc.) to the Current Consent Agenda; **carried unanimously**.

Resolution 2021-0102 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

**Motion** by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Resolution 2021-0102—approving the appointment of Jennifer Cercedas as Director of Community, Housing and Human Services—**carried unanimously**.

Letter from City Council to the Mayor (Wastewater Utility Tax) (CPR 2021-00225) (Council Sponsor: Council Member Mumm)

**Motion** by Council Member Wilkerson, seconded by Council Member Kinnear, **to add** Letter from City Council to the Mayor insisting that the Mayor begin collection of wastewater utility tax; **carried 5-2 (Council Members Cathcart and Stratton “no”)**.

Ordinance C36161 Adopting the Annual Budget (Council Sponsor: Council President Beggs)

Council President Beggs noted he circulated this afternoon a substitute for two of the documents previously circulated regarding 2022 proposed budget amendments. One of the documents is a slightly new version of the memo dated December 8 circulated around 3:00 p.m. regarding proposed 2022 proposed budget amendments, and the other is a spreadsheet that was circulated just prior to the 3:30 p.m. Briefing Session that goes along with the proposed budget amendments memo. Council President Beggs called for

a motion to substitute with the memo and spreadsheet that he circulated and filed with the City Clerk. The following action was taken:

**Motion** by Council Member Wilkerson, seconded by Council Member Kinnear, **to so move (to substitute** as requested by Council President Beggs); **carried 6-1.**

Final Reading Ordinance C36156 (Council Sponsor: Council President Beggs)

**Motion** by Council Member Kinnear, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C36156—streamlining the organization of the Spokane Police Department—to June 6, 2022; **carried unanimously.**

## **CONSENT AGENDA**

**Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:**

Purchase of five CNG Scorpion ASL's, from Dobbs Truck Group (Federal Way, WA) using Sourcewell Contract #060920-CRN—\$2,583,552 (incl. tax). (OPR 2021-0799) (Council Sponsor: Council President Beggs)

Interlocal Agreement Amendment/Extension with the Spokane County Treasurer (Spokane, WA) for payment processing services for the Public Works Division from January 1, 2022 through December 31, 2024—\$65,000. (OPR 2018-0556) (Council Sponsor: Council President Beggs)

(New) Contract Renewals with SNAP (Spokane, WA) for:

- a. Essential Repair Program that will deliver minor home repair to approximately 260 single-family homeowners—\$500,000. (OPR 2021-0848) (Clerical Note: The City Clerk file number for this item was incorrectly reflected as OPR 2021-0121 on the Current Agenda.)
- b. Single-Family Repair Program that will deliver major home repair services to approximately 30 single-family homeowners—\$1,433,219. (OPR 2021-0849) (Clerical Note: The City Clerk file number for this item was incorrectly reflected as OPR 2021-0122 on the Current Agenda.)

(Council Sponsor: Council Member Kinnear)

Accept grant awards from the Washington State Criminal Justice Training Commission (WSCJTC) as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program—\$60,000 Revenue. (OPR 2021-0800) (Council Sponsor: Council Member Kinnear)

Contract with Cascade Industrial Services (Rathdrum, ID) for the removal of graffiti from the Monroe Street Bridge, as well as the application of a coating to facilitate future

maintenance—\$107,637.50. (OPR 2021-0801) (Council Sponsor: Council President Beggs)

Acceptance of grant funding from the Department of Justice, through the Washington State Department of Commerce, for less-than-lethal police equipment. Grant period is November 15, 2021 through June 30, 2022—\$50,762 Revenue. (OPR 2021-0802) (Council Sponsor: Council Member Kinnear)

Contract Amendment for the Washington State Department of Transportation NSC Master Agreement increasing the maximum amount reimbursable to the City from \$15 million to \$33.2 million. (OPR 2019-0011) (Council Sponsor: Council President Beggs)

Recommendation to list the Philip & Agnes Brooke House, 519 West 18th Avenue, on the Spokane Register of Historic Places. (OPR 2021-0803)

Interlocal Agreement with Spokane Regional Emergency Communications for CAD and IT Services—\$258,838.07 Revenue. (OPR 2021-0804) (Council Sponsor: Council Member Kinnear)

Contract Amendments with outside counsel, Summit Law Group, who represents the City:

- a. In an action brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers—increase of \$75,000. Total contract amount: \$125,000. (OPR 2021-0707)
  - b. In an action brought against the City and the Spokane Fire Department (SFD) by 25 employees of the SFD seeking damages and preliminary injunction to prevent the enforcement of the vaccine mandate as applicable to health care workers—increase of \$50,000. Total contract amount: \$100,000. (OPR 2021-0722)
- (Council Sponsor: Council Member Kinnear)

Agreement Amendment A with The Guardians Foundation, Inc. (Spokane, WA) to provide low barrier emergency shelter for up to 40 individuals per night from December 8, 2021 through March 31, 2022—\$356,420. (OPR 2021-0829) (Council Sponsor: Council Member Kinnear)

Contract with the YWCA (Spokane, WA) to provide an additional 190 bed nights to individuals and families fleeing domestic violence from January 1, 2022 through June 30, 2022—\$125,893. (OPR 2021-0830) (Council Sponsor: Council Member Kinnear)

Contract with Family Promise (Spokane, WA) to add 19 low-barrier emergency shelter beds per night for households with minor children from December 1, 2021 through June 30, 2022—\$291,974. (OPR 2021-0831) (Council Sponsor: Council Member Kinnear)

Low Bid of LaRiviere Inc. (Rathdrum, ID) for the Havana Well Station Phase 1—\$5,711,636.30. An administrative reserve of \$571,163.63, which is 10% of the

contract price, will be set aside. (East Central Neighborhood) (OPR 2021-0832 / ENG 2019171) (Council Sponsor: Council President Beggs)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 3, 2021, total \$6,958,302.38 (Check Nos.: 582930-583034; ACH Payment Nos.: 97000-97215), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,817,237.73. (CPR 2021-0002)

City Council Meeting Minutes: November 29, 2021. (CPR 2021-0013)

### **Council Recess/Executive Session**

The City Council adjourned at 3:55 p.m. No Executive Session was held. The City Council reconvened at 6:06 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

On roll call, Council President Beggs, and Council Members Burke, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Mumm virtually arrived at approximately 6:09 p.m. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

Director of Policy and Government Relations Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

### **MAYORAL PROCLAMATION**

December 13, 2021      *Mike Coster Appreciation Day*

Council Member Cathcart read a mayoral salutation in recognition of Mike Coster who is retiring after 44 years and 7 months of service to the City of Spokane. He spent his career in Wastewater, starting in 1977 as a Laboratory Technician and ending as the City's long-term Riverside Park Water Reclamation's Facility Superintendent. Mr. Coster virtually accepted the proclamation and remarked on the event.

December 18, 2021      *Spokane Symphony Day*

Council Member Mumm read the proclamation in recognition of the Spokane Symphony. The Spokane Symphony was founded in 1945 and is entering its 76<sup>th</sup> year of continuous existence and remains committed to furthering the progress of arts and culture in our region. Jeff vom Saal, Executive Director – Spokane Symphony, virtually accepted the proclamation and remarked on the event.

## **COUNCIL SALUTATIONS**

### **Recognition of Council Member Burke**

Council President Beggs read a salutation recognizing the public service and accomplishments of Council Member Burke, whose term ends at the end of this year. The salutation salutes Council Member Kate Burke for her service to the residents of District 1 and to the community members in the City of Spokane at large. Council Member Burke virtually accepted the proclamation and provided remarks.

### **Recognition of Council Member Mumm**

Council Member Kinnear read a salutation recognizing the public service and accomplishments of Council Member Mumm, whose term ends at the end of this year. The salutation salutes Council Member Mumm for her service to the residents of District 3 and to the community members in the City of Spokane at large. Council Member Mumm virtually accepted the proclamation and provided remarks.

There were **Administrative Reports**.

## **BOARD AND COMMISSION APPOINTMENTS**

**Spokane Human Rights Commission (CPR 1991-0068), Ethics Commission (CPR 2006-0042), Plan Commission (CPR 1981-0295), Spokane Regional Clean Air Agency (CPR 1981-0040)**

**Upon Unanimous Voice Vote**, the City Council **approved** the following appointments:

- Appointment of Alex Knox to a three-year term on the Human Rights Commission, to serve from January 1, 2022 to December 31, 2024. (CPR 1991-0068)
- Reappointment of Merl Iverson and Gail Heck-Sweeney to a three-year term on the Ethics Commission to serve from January 1, 2022, to December 31, 2024. (CPR 2006-0042)
- Reappointment of Carole Shook to a four-year term on the Plan Commission to serve from January 1, 2022, to December 31, 2025. (CPR 1981-0295)
- Reappointment of Jim Simon to a four-year term as the City of Spokane Representative on the Spokane Regional Clean Air Agency to serve from January 1, 2022, to December 31, 2025. (CPR 1981-0040)

There were no **Council Committee Reports**.

## **LEGISLATIVE AGENDA**

There were no **Special Budget Ordinances**.

## **EMERGENCY ORDINANCES**

**Emergency Ordinance C36157 (Council Sponsor: Council President Beggs)**

Subsequent to an overview by Council President Beggs; an opportunity for public testimony, with none provided; and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote**, the City Council **passed Emergency Ordinance C36157** re-aligning parking services into its own stand-alone department; amending section 03.01A.253; adopting a new section 03.01A.254 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

**Ayes:** Beggs, Burke, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** Cathcart  
**Abstain:** None  
**Absent:** None

**Emergency Ordinance C36158 (Council Sponsor: Council President Beggs)**

Subsequent to an overview by Council President Beggs and an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C36158** amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

**Emergency Budget Ordinance C36159 (Council Sponsor: Council President Beggs)**

Subsequent to an overview by Council President Beggs, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council passed **Emergency Ordinance C36159** establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

## **RESOLUTIONS**

### **Resolution 2021-0100 (Council Sponsor: Council Member Wilkerson)**

Subsequent to an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0100** setting hearing before City Council for January 24, 2022, for the vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue as requested by the owners of the Liberty Park Apartments.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

### **Resolution 2021-0101 (Council Sponsor: Council President Beggs)**

Subsequent to public testimony from one individual and an opportunity for Council commentary, with none provided, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0101** approving Settlement Agreement and General Release of All Claims of F. Scott Garske and Rebecca C. Garske arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages—\$87,500.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

### **Resolution 2021-0102 (Council Sponsor: Council President Beggs and Council Member Wilkerson)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0102** approving the appointment of Jennifer Cerecedes as Director of Community, Housing and Human Services.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson



**Nays:** None  
**Abstain:** None  
**Absent:** None

## **FINAL READING ORDINANCES**

### **Final Reading Ordinance C36160 (Council Member Kinnear)**

Council President Beggs provided an overview of Final Reading Ordinance C36160. Public testimony was received and Council commentary was held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C36160** relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

### **Final Reading Ordinance C36161 (Council Sponsor: Council President Beggs)**

The City Council considered Final Reading Ordinance C36161 adopting the Annual Budget of the City of Spokane for 2022. No public testimony was received as the Budget Hearing was closed on December 6. Council commentary was held, after which the following actions were taken:

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to accept** the December 8, 2021, Memo from Council President Beggs regarding 2022 Proposed Budget Amendments, along with accompanying Excel spreadsheet (detailing the amendments), as amendments to the Budget Ordinance C36161; **carried unanimously**. (Note: The Memo and Excel spreadsheet are included as attachments to these minutes.)

**Upon 6-1 Roll Call Vote**, the City Council **passed Final Reading Ordinance C36161, as amended**, adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage.

**Ayes:** Beggs, Burke, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** Cathcart  
**Abstain:** None  
**Absent:** None

**For Council action on Final Reading Ordinance C36156, see section of minutes under 3:30 p.m. Administrative Session.**

There were no **First Reading Ordinances**.

### **SPECIAL CONSIDERATIONS**

#### **Letter from City Council to the Mayor (Collection of Wastewater Utility Tax) (Council Sponsor: Council Member Mumm) (CPR 2021-0025)**

Council Member Mumm provided an overview of the proposed letter from the City Council to the Mayor insisting that the Mayor begin collection of wastewater utility tax due for County's operation of a wastewater treatment facility within the City of Spokane's boundaries. There was an opportunity for public testimony, with no individuals requesting to speak. Council discussion and debate ensued, after which the following action was taken:

**Upon 5-2 Roll Call Vote**, the City Council **approved** the letter from the City Council to the Mayor insisting that the Mayor begin collection of wastewater utility tax due for County's operation of a wastewater treatment facility within the City of Spokane's boundaries.

<b>Ayes:</b>	Beggs, Burke, Kinnear, Mumm, and Wilkerson
<b>Nays:</b>	Cathcart and Stratton
<b>Abstain:</b>	None
<b>Absent:</b>	None

There were no **Hearings**.

### **OPEN FORUM**

The following individuals spoke during Open Forum:

- Jason Green
- Kim Schmidt
- Kenneth Crary
- Bill
- Julia Garcia
- Nicolette Ocheltree
- Ken Lee
- Anwar Peace

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:16 p.m.

Minutes prepared and submitted for publication in the December 22, 2021, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2021.

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Breean Beggs  
City Council President

# Memo

**From:** Breean Beggs, City Council President  
**To:** City Council Members  
**Cc:** Mayor Nadine Woodward; Johnnie Perkins, City Administrator; Tonya Wallace, CFO; Paul Ingiosi, Budget Director; Terri Pfister, City Clerk  
**Date:** December 8, 2021  
**Re:** 2022 Proposed Budget Amendments

## **GENERAL FUND:**

### **Non-Departmental (0020)**

- 1) Increase the reserve for total cost of compensation to have more adequate reserves for ongoing labor negotiations.
  - a. Reserve of Total Cost of Compensation Line item – 0020-88100-18900-59954 from \$727,398 to \$1,500,000
- 2) Decrease Local Option Sales Tax line item (31310) by \$225,000
  - a. From (\$55,250,000) to (\$55,025,000) – While there is an overall increase expected in Local Option Sales Tax, as noted below, the Combined Communications Center Fund needs additional Sales Tax dollars to fully fund their budget. This resulted in a net decrease in this line item within the General Fund
- 3) Increase Liquor Excise Tax and Liquor Board Profit revenue line items based on revised OFM population estimates.
  - a. Liquor Excise Tax Line item – 0020-88100-99999-33694 from (\$1,438,185) to (\$1,460,000)
  - b. Liquor Board Profits Line item – 0020-88100-99999-33695 from (\$1,383,087) to (\$1,411,000)
- 4) Decrease legal expense budget by \$100,000 based on current year and prior year history
  - a. Legal Expense Line item – 0020-88100-18900-54105 from \$350,000 to \$250,000
- 5) Increase Private Utility Gas Tax projected based off UTC approved 10% increase
  - a. Line item – 0020-8810-99999-31643 from (\$4,120,000) to (\$4,420,000)

### **Police Ombudsman (0030)**

- 1) Increase training budget for Ombudsman and OPOC
  - a. Line item – 0030-11500-57200-54999 from \$0 to \$24,000

### **City Council (0320)**

- 1) Increase Professional Services line item by \$44,000 related to increase in lobbying contract
  - a. Line item – 0320-36100-11600-54101 from \$120,000 to \$164,000
- 2) Increase Council Budget Reserves for fire response study to be conducted.
  - a. Line item – 0320-36100-11600-59951 from \$40,000 to \$140,000

### **Neighborhood Housing and Human Services Division (0450)**

- 1) Remove/transfer **vacant** position for Civil Rights Officer
  - a. Various salary and benefit line items associated with position number 039019 (Line item – 0450-30210-57200-00390-039019 and associated benefits) from \$90,348 to \$0

**Office of Civil Rights (0480)**

- 1) Create budget authority for three positions in the long-awaited Office of Civil Rights by creating a director position and two support staff. The increase in budget authority is due to two positions (and all associated costs) being transferred to the new department and one position being added.
  - a. Add Sr. HR Analyst position 042903 as a placeholder and the estimated salary and benefits of \$107,337
  - b. Add Program Professional position 039019 and the estimated salary and benefits of \$90,348
  - c. Add Director position 856901 and the estimated salary and benefits of \$145,000
  - d. Add a (\$25,000) Reserve for Payroll Savings contra line item since all three positions won't be filled right at the beginning of the year (0480-xxxxx-xxxxx-59953)
  - e. Add \$25,000 to Other Miscellaneous charges for various operations expenses (0480-xxxxx-xxxxx-54999)

**Mayor (0520)**

- 1) Remove **proposed** position for Deputy City Administrator (800901) and all associated costs
  - a. Various salary and benefit line items decrease of \$196,953
- 2) Remove **proposed** position for Legislative Policy Advisor (829901) and all associated costs
  - a. Various salary and benefit line items decrease of \$78,492

**Finance (0410)**

- 1) Remove **proposed** Revenue Management positions (122901, 122902, 116901)
  - a. Various salary and benefit line items decrease of \$105,856 (116901)
  - b. Various salary and benefit line items decrease of \$76,364 (122902)
  - c. Various salary and benefit line items decrease of \$76,364 (122901)
- 2) Remove associated revenue projection from positions above
  - a. Reduce line item 0410-30400-99999-36999-000000 from (\$289,000) to \$0
- 3) Decrease Investment Advisory contract need to utilize program employees
  - a. Line item – 0410-30400-14230-54202 from \$110,000 to \$65,000

**Legal (0500)**

- 1) Remove **vacant** Attorney Assistant position (027005) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$72,390
- 2) Remove **vacant** Assistant City Attorney L-IV position (823005) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$177,076
- 3) Reduce contra account associated with Removed positions
  - a. Line item – 0500-33200-15300-59953 from (\$249,175) to \$0

**Human Resources (0620)**

- 1) Charge **proposed** CDL Program Position to departments that carry CDL licensures on allocation basis of overall licenses per department
  - a. Increase revenue line item 0620-31100-99999-36690 by \$40,000 from \$0 to (\$40,000)
- 2) Remove **proposed** position Human Resources Analyst and associated salary and benefit costs – Labor Relations (042901) and associated contra account
  - a. Various salary and benefit line items decrease of \$107,337
- 3) Remove/transfer **proposed** position Human Resources Analyst and associated salary and benefit costs – DEI Officer (042903) and associated contra account
  - a. Various salary and benefit line items decrease of \$107,337
- 4) Reduce contra account associated with Removed positions (042901 & 042903)
  - a. Line item – 0620-31100-18100-59953 from (\$208,000) to (\$104,000)

**Police Department (0680)**

- 1) Remove **proposed** position for Technical Assistance Response Unit Director (834901) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$155,652

- 2) Reduce operating transfer from the Criminal Justice Fund by \$155,652 related to the above position elimination
  - a. Line item – 0680-11230-99999-39732 from (\$246,000) to (\$90,348)
- 3) Increase Local Option Criminal Justice Sales Tax line item (0680-30210-21100-31315) by \$300,000
  - a. From (\$3,000,000) to (\$3,300,000)
- 4) Increase Criminal Justice Sales Tax line item (0680-18100-99999-31371) by \$250,000
  - a. From (\$1,250,000) to (\$1,500,000)
- 5) Fund a proposed Technical Assistance Response Unit Supervisor (133901) and associated salary and benefit costs
  - a. Various salary and benefit line item increase of \$115,700
- 6) Create operating transfer from the Public Safety Personnel Fund of \$115,700 related to the above position creation/reclassification
  - a. Line item – 0680-11230-99999-39732 from \$0 to (\$115,700)

***The net impact to the General Fund for the above actions is a \$22,783 decrease***

### **Non General Fund Departments:**

#### **Housing Sales Tax (1595)**

- a. Per preliminary budget, the following projects were listed as being funded from 1590 funds (Housing Sales Tax – 1595) – Cannon Flex Shelter for \$900,000, Rapid Rehousing \$1,000,000, and expanded emergency shelter program \$2,800,000 (with a potential additional \$1,500,000 in ARPA funds). Proposed budget states that these projects are to be funded by “TBD” revenue sources but were included in the contractual services line item in Fund 1595. Therefore, it is the intent to decrease the contract services in the Housing Sales Tax Fund and utilize other guaranteed funding sources.
  - a. Reduce the line item 1595-53121-99999-54201 from \$6,800,000 to \$0

***The net Housing Sales Tax Fund impact for the above actions is an \$6,800,000 increase***

#### **Affordable and Supportive Housing (1725)**

- a. Per the preliminary budget, the VOA Crosswalk project was budgeted to utilize 1406 fund dollars to fund the project. Therefore, it is the intent to decrease the use of this fund and to utilize Criminal Justice Assistance Fund dollars.
  - a. Reduce the line item 1725-53121-99999-54201 from \$1,062,274 to \$62,274

***The net Affordable and Supportive Housing Fund impact for the above actions is \$1,000,000 increase***

#### **Code Enforcement (1200)**

- 1) Remove budget for vehicles, as administration has moved to a leasing model for vehicles.
  - a. Line item – 1200-58100-94000-56404 from \$100,000 to \$0
- 2) Increase IF Other General Government (from Solid Waste Collections) to cover proposed positions
  - a. Line item – 1200-58201-99999-34919 from (\$269,170) to (\$569,170)

***The net Code Enforcement Fund impact for the above actions is a \$400,000 increase***

#### **American Rescue Plan Fund (1425)**

- 1) Remove expense allocation from current year budget, as ARPA requests will go through special budget ordinance and ARPA approval process.
  - a. Line item – 1425-98868-38141-59909 from \$500,000 to \$0
  - b. Line item – 1425-98868-99999-59951 from \$74,742,340 to \$0

***The net American Rescue Plan Fund impact for the above actions is a \$75,242,340 increase***

#### **Forfeitures Fund (1560)**

- 1) Adjust budget total to same level as fiscal year 2021 budget
  - a. Confidential Funds Line item – 1560-17200-21250-54922 from \$120,000 to \$80,000
  - b. Building Improvements Line item – 1560-11440-94000-56203 from 135,000 to \$91,000

***The net Forfeitures Fund impact for the above actions is a decrease of \$84,000***

**Public Safety Personnel Fund (1625)**

- 1) Create operating transfer to Spokane Police Department of \$115,700 to fund salary and benefit costs for proposed Technical Assistance Response Unit Supervisor position.
  - a. 1625-18100-97101-80101 from 0 to \$115,700

*The net Public Safety Fund impact for the above actions is a decrease of \$115,700*

**Combined Communications Center (1630)**

- 1) Increase sales tax contribution (rather than ARPA)
  - a. Line item – 1630-35210-99999-31310 from (\$1,733,008) to (\$2,808,000)
- 2) Decrease other non-revenues (intended to be ARPA) funding
  - a. Line item – 1630-35210-99999-38900 from (1,073,037) to \$0

*The net Combined Communications Center impact for the above actions is an increase of \$1,963*

**Criminal Justice Fund (1910)**

- 1) Reduce Operating Transfer to the General Fund for position removal
  - a. Line item – 1910-18100-97101-80101 from \$369,000 to \$213,348
- 2) Based on current sales tax performance, increase Criminal Justice Sales Tax revenue
  - a. Line item – 1910-18100-99999-31371 from (\$3,750,000) to (\$4,450,000)
- 3) Support VOA Crosswalk commitment proposed by administration using alternative funding
  - a. Other Improvements Line item – 1910-18100-94000-56301 \$0 to \$1,000,000
- 4) Increase Contractual Services to support programs proposed (Cannon Flex Shelter and Enhanced Emergency Sheltering) by administration using alternative funding
  - a. Line item – 1910-181000-23100-54201 from \$0 to \$3,700,000

*The net Criminal Justice Fund impact for the above actions is a decrease of \$3,844,348*

**Integrated Capital Fund (4250)**

- 1) Remove vacant (since 6/2/2018) ENGINEERING TECH IV position (204007) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$76,618

*The net Integrated Capital Fund impact for the above actions is an increase of \$76,618*

**Environmental Programs (4360)**

- 1) Remove vacant (since 12/29/2019) Public Information Coordinator position (062010) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$73,535

*The net Environmental Programs Fund impact for the above actions is an increase of \$73,535*

**Solid Waste Collections Fund (4500)**

- 1) Remove vacant (since 3/10/2018) Public Works Business Serv Dir position (769001) and associated salary and benefit costs
  - a. Various salary and benefit line items decrease of \$184,185
- 2) Increase IF Code Enforcement Fund expense to fund new proposed positions
  - a. Line item – 4500-43313-37173-54117 from \$1,520,576 to \$1,820,576

*The net Solid Waste Fund impact for the above actions is a decrease of \$115,815*

**Employee Benefit Fund (5830)**

- 1) Remove vacant (since 12/17/2019) Senior Benefits Specialist position (055004) and associated salary and benefits
  - a. Various salary and benefit line items decrease of \$86,804

*The net Employee Benefit Fund impact for the above actions is an increase of \$86,804*





Council Proposed Budget Changes

Amounts & Account numbers listed are meant to reflect the changes described in the Council memo. If there is a conflict between these and the wording of the amendments described in the proposed changes memo, the memo is the controlling document. Changes should be consistent with that document.

#REF!

Dept Name	Line Item Description	Account Number					Change	Current	Proposed	Notes
		Dept	Prog	Func	Type	Position				
Non-Departmental	1 CBA expiration	0020	88100	18900	59954	000000	\$ 772,602	\$ 727,398	\$ 1,500,000	Add savings for eventual CBA payouts
Non-Departmental	2a Local Retail Sales & Use Tax	0020	88100	99999	31310	000000	\$ 225,000	\$ (55,250,000)	\$ (55,025,000)	Incr in sales tax projections = \$850k but this plus another \$225k needed to fully fund CCC
Non-Departmental	3a Liquor Excise Tax	0020	88100	99999	33694	000000	\$ (21,815)	\$ (1,438,185)	\$ (1,460,000)	Increase OFM Population forecast results in additional revenue
Non-Departmental	3b Liquor Board Profits	0020	88100	99999	33695	000000	\$ (27,913)	\$ (1,383,087)	\$ (1,411,000)	Increase OFM Population forecast results in additional revenue
Non-Departmental	4 Legal Expense	0020	88100	18900	54105	000000	\$ (100,000)	\$ 350,000	\$ 250,000	2020 and 2021 both will be under \$225k; \$350k seems excessive
Non-Departmental	5 Private Utility Tax - Gas	0020	88100	99999	31643	000000	\$ (300,000)	\$ (4,120,000)	\$ (4,420,000)	UTC approved 10% increase which went into effect 11/2020
Ombudsman	1 Increase Training	0030	11500	57200	54999	000000	\$ 24,000	\$ -	\$ 24,000	Increase Training budget for Ombudsman and OPOC
City Council	1 Increase Professional Services	0320	36100	11600	54101	000000	\$ 44,000	\$ 120,000	\$ 164,000	
City Council	2 Increase Budget Reserve	0320	36100	11600	59951	000000	\$ 100,000	\$ 40,000	\$ 140,000	
Neighborhood Housing and HSD	1 Civil Rights department Funded	0450	30210	57200	00390	039019	\$ (90,348)	\$ 90,348	\$ -	Remove budget allocation for J. Haynes w/in Neighborhood, Housing & Human Services Division
Office of Civil Rights	1a	0480		04290	042903		\$ 107,337	\$ -	\$ 107,337	SR HR Analyst placeholder from HR
Office of Civil Rights	1b	0480		00390	039019		\$ 90,348	\$ -	\$ 90,348	Program Professional from NHHS
Office of Civil Rights	1c Civil Rights department Funded	0480		08560	856901		\$ 145,000	\$ -	\$ 145,000	Add director position for the department
Office of Civil Rights	1d	0480		59953	000000		\$ (25,000)	\$ -	\$ (25,000)	Only one position will be filled right away
Office of Civil Rights	1e Civil Rights Department Funded	0480		54999	000000		\$ 25,000	\$ -	\$ 25,000	Transfer salary & benefits to new department
Mayor's Office	1 Remove proposed position	0520	36200	13100	08000	800901	\$ (196,953)	\$ 196,953	\$ -	Once senior leadership positions w/in the city are filled, council to reevaluate
Mayor's Office	2 Remove proposed position	0520	36200	13100	08290	829901	\$ (78,492)	\$ 78,492	\$ -	Once senior leadership positions w/in the city are filled, council to reevaluate
Finance	1a Remove proposed positions	0410	30400	14230	01160	116901	\$ (105,856)	\$ 105,856	\$ -	Treasury Manager already employed within the department
Finance	1b Remove proposed positions	0410	30400	14230	01220	122902	\$ (76,364)	\$ 76,364	\$ -	Revenue Manager/internal collections not needed & should be outsourced
Finance	1c Remove proposed positions	0410	30400	14230	01220	122901	\$ (76,364)	\$ 76,364	\$ -	Revenue Manager/internal collections not needed & should be outsourced
Finance	2 Remove projected revenue from positions	0410	30400	99999	36999	000000	\$ 289,000	\$ (289,000)	\$ -	
Finance	3 Reduce Investment Advisory Services	0410	30400	14230	54202	000000	\$ (45,000)	\$ 110,000	\$ 65,000	
Legal	1 Remove vacant position	0500	33200	15300	00270	027005	\$ (72,390)	\$ 72,390	\$ -	Remove vacant positions that have been unfilled for 1+ years
Legal	2 Remove vacant position	0500	33200	15300	08230	823005	\$ (177,076)	\$ 177,076	\$ -	Remove vacant positions that have been unfilled for 1+ years
Legal	3 Reduce Contra account re vacancies	0500	33200	15300	59953	000000	\$ 249,175	\$ (249,175)	\$ -	
Human Resources	1 CDL Allocation	0620	31100	99999	36690	000000	\$ (40,000)	\$ -	\$ (40,000)	Allocate 100% of this position to all departments with CDL licenses
Human Resources	2 Remove proposed position	0620	31100	18100	00420	042901	\$ (107,337)	\$ 107,337	\$ -	Proposed position not deemed necessary
Human Resources	3 Civil Rights department Funded	0620	31100	18100	00420	042903	\$ (107,337)	\$ 107,337	\$ -	Remove budget allocation for DEI w/in HR
Human Resources	4 Reduce Contra account re vacancies	0620	31100	18100	59953	000000	\$ 104,000	\$ (208,000)	\$ (104,000)	
SPD - Business Svcs Manager (TARU Director)	1 Remove Proposed Position	0680	11470	21140	08340	834901	\$ (155,652)	\$ 155,652	\$ -	
SPD	2a Remove Op Transfer from Crim Justice	0680	11230	99999	39732	000000	\$ 155,652	\$ (246,000)	\$ (90,348)	
SPD	3 Local Option Criminal Justice	0680	30210	21100	31315	000000	\$ (300,000)	\$ (3,000,000)	\$ (3,300,000)	Increase in sales tax projections through 12/1/21
SPD	4 Criminal Justice	0680	18100	99999	31371	000000	\$ (250,000)	\$ (1,250,000)	\$ (1,500,000)	Increase in sales tax projections through 12/1/21
SPD	5 Change in proposed position	0680	11470	21140	01330	133901	\$ 115,700	\$ -	\$ 115,700	
SPD	6 Funding for TARU Supervisor	0680	11230	99999	39732	000000	\$ (115,700)	\$ -	\$ (115,700)	Funding through Public Safety Levy Personnel Fund
General Fund Net Change							\$ (22,783)			
Street Fund Net Change							\$ -			
Housing Sales Tax	1 Delete Contractual Services	1595	53121	99999	54201	000000	\$ (6,800,000)	\$ 6,800,000	\$ -	Proposed budget included uses of 1590 funds inconsistent with Council policy direction
Housing Sales Tax Fund Net Change							\$ (6,800,000)			
Public Safety Personnel Fund		1625	18100	97101	80101	000000	\$ 115,700	\$ -	\$ 115,700	
Public Safety Personnel Fund Net Change							\$ 115,700			
Affordable and Supportive Housing	1 Reduce Contractual Services	1725	53121	99999	54201	000000	\$ (1,000,000)	\$ 1,062,274	\$ 62,274	VOA Crosswalk funding is being shifted to Criminal Justice funding
Affordable & Supportive Housing Net Change							\$ (1,000,000)			
Code Enforcement Fund	1 Remove budget for Vehicles	1200	58100	94000	56404	000000	\$ (100,000)	\$ 100,000	\$ -	If we have moved to a leasing model so shouldn't need \$100k for vehicles
Code Enforcement Fund	2 Increase IF Other General Gov't	1200	58201	99999	34919	000000	\$ (300,000)	\$ (269,170)	\$ (569,170)	
Code Enforcement Net Change							\$ (400,000)			

American Rescue Plan Fund	1	Remove Indirect Cost allocation	1425	98868	38141	59909	000000	\$	(500,000)	\$	500,000	\$	-	Allocation of ARPA funds to be done on an SBO basis
American Rescue Plan Fund	2	Remove reserve for budget adjustment	1425	98868	99999	59951	000000	\$	(74,742,340)	\$	74,742,340	\$	-	Allocation of ARPA funds to be done on an SBO basis
American Rescue Plan Fund Net Change									\$	(75,242,340)				
Forfeitures Fund	1	Confidential Funds	1560	17200	21250	54922	000000	\$	(40,000)	\$	120,000	\$	80,000	Council direction is to keep forfeitures expense budget same as 2021 Adopted
Forfeitures Fund	2	Building Improvements	1560	11440	94000	56203	000000	\$	(44,000)	\$	135,000	\$	91,000	Council direction is to keep forfeitures expense budget same as 2021 Adopted
Forfeitures Net Change									\$	(84,000)				
Combined Communications Center	1	Increase Sales Tax Revenue	1630	35210	99999	31310	000000	\$	(1,075,000)	\$	(1,733,008)	\$	(2,808,008)	To not use ARPA funding for ongoing expenses
Combined Communications Center	2	Decrease non-revenues	1630	35210	99999	38900	000000	\$	1,073,037	\$	(1,073,037)	\$	-	
Combined Communications Center Net Change									\$	(1,963)				
Criminal Justice Assistance Fund	1	Reduce Op Transfer to GF	1910	18100	97101	80101	000000	\$	(155,652)	\$	369,000	\$	213,348	
Criminal Justice Assistance Fund	2	Increase sales tax revenue	1910	18100	99999	31371	000000	\$	(700,000)	\$	(3,750,000)	\$	(4,450,000)	
Criminal Justice Assistance Fund	3	Support VOA Crosswalk	1910	18100	94000	56301	000000	\$	1,000,000	\$	-	\$	1,000,000	
Criminal Justice Assistance Fund	4	Support Cannon and Emergency Shelters	1910	18100	23100	54201	000000	\$	3,700,000	\$	-	\$	3,700,000	
CD/HS Net Change									\$	3,844,348				
Integrated Capital	1	Remove vacant position	4250	30210	38141	02040	204007	\$	(76,618)	\$	76,618	\$	-	Position vacant since 6/2/2018
Integrated Capital Net Change									\$	(76,618)				
Environmental Programs	1	Remove vacant position	4360	43510	54941	00620	062010	\$	(73,535)	\$	73,535	\$	-	Position vacant since 12/29/2019
Environmental Programs Net Change									\$	(73,535)				
Solid Waste Collection	4	Remove vacant position	4500	30210	37141	07690	769001	\$	(184,185)	\$	184,185	\$	-	Position vacant since 3/10/2018
Solid Waste Collection	5	Increase IF Code Enf. Expense	4500	43313	37173	54117	000000	\$	300,000	\$	1,520,576	\$	1,820,576	Cover cost of increased litter control; Mayor's prelim budget wanted this to come from ARPA for 2022 as bridge to SW taking on expense in 2023; Proposed budget avoided ARPA funding by just allowing this expense in Code to draw down all of their Fund Balance
Solid Waste Collection Net Change									\$	115,815				
Employee Benefit Fund	1	Remove vacant position	5830	78710	17310	00550	055004	\$	(86,804)	\$	86,804	\$	-	Position vacant since 12/17/2019
Employee Benefits Net Change									\$	(86,804)				



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 2017-0033
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO HSSA OF SPOKANE COUNTY

**Agenda Wording**

Reappoint Dr. Kevin Oldenburg to a four-year term on the Board of Directors of the Health Sciences and Services Authority of Spokane County to serve from 12/1/2021 to 11/30/2025

**Summary (Background)**

Reappoint Dr. Kevin Oldenburg to a four-year term on the Board of Directors of the Health Sciences and Services Authority of Spokane County to serve from 12/1/2021 to 11/30/2025

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>	<b>Budget Account</b>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	COTE, BRANDY	<b>Study Session\Other</b>
<b>Division Director</b>		<b>Council Sponsor</b>
<b>Finance</b>		<b>Distribution List</b>
<b>Legal</b>		tdelbridge@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL	susan@hssaspokane.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 1993-0069
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

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

**Agenda Wording**

Reappoint Grant Keller to a three-year term on the Design Review Board to serve in the Developer position from 1/1/2022 to 12/31/2024

**Summary (Background)**

Reappoint Grant Keller to a three-year term on the Design Review Board to serve in the Developer position from 1/1/2022 to 12/31/2024

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session\Other</u></b>	
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		tdelbridge@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	dgunderson@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 1981-0043
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO ARTS COMMISSION

**Agenda Wording**

Reappoint Chuck Horgan and Katie Patterson Larson to a three-year term on the Arts Commission to serve from 3/27/2021 to 12/31/2024; reappoint Madison Bush to a three-year term to serve from 1/1/2022 to 12/31/2024

**Summary (Background)**

Reappoint Chuck Horgan and Katie Patterson Larson to a three-year term on the Arts Commission to serve from 3/27/2021 to 12/31/2024; reappoint Madison Bush to a three-year term to serve from 1/1/2022 to 12/31/2024

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>	<b>Budget Account</b>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	COTE, BRANDY	<b>Study Session\Other</b>
<b>Division Director</b>		<b>Council Sponsor</b>
<b>Finance</b>		<b>Distribution List</b>
<b>Legal</b>		tdelbridge@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL	mhuggins@spokanearts.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 2000-0031
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO LODGING TAX ADVISORY COMMITTEE

**Agenda Wording**

Reappoint James (Jamie) Rand to a three-year term on the Lodging Tax Advisory Committee to serve from 12/15/2021 to 12/14/2024

**Summary (Background)**

Reappoint James (Jamie) Rand to a three-year term on the Lodging Tax Advisory Committee to serve from 12/15/2021 to 12/14/2024

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	COTE, BRANDY
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	
<b><u>Legal</u></b>	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	
<b><u>Council Sponsor</u></b>	
<b><u>Distribution List</u></b>	
	tdelbridge@spokanecity.org
	mcarlos@spokanecity.org

**Additional Approvals**

**Purchasing**




**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 1981-0295
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO PLAN COMMISSION

**Agenda Wording**

Reappoint Greg Francis to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

**Summary (Background)**

Reappoint Greg Francis to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	COTE, BRANDY
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	
<b><u>Legal</u></b>	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	
<b><u>Council Sponsor</u></b>	
<b><u>Distribution List</u></b>	
	tdelbridge@spokanecity.org
	lmeuler@spokanecity.org

**Additional Approvals**

**Purchasing**




**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	CPR 1981-0122
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO CITY/COUNTY HISTORIC LANDMARKS COMMISSION

**Agenda Wording**

Reappoint Sylvia Tarman, Amanda Paulson, Austin Dickey, and Ray Rast to a three-year term on the City/County Historic Landmarks Commission to serve from 1/1/2022 to 12/31/2024

**Summary (Background)**

Reappoint Sylvia Tarman to a three-year term to serve in the Anthropologist/Archaeologist position; Reappoint Amanda Paulson to a three-year term to serve in the City At-Large position; Reappoint Austin Dickey to a three-year term to serve in the Architect position; Reappoint Ray Rast to a three-year term to serve in the Historian position

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session\Other</u></b>	
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		tdelbridge@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	mduvall@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



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

01/03/2022

**Date Rec'd**

12/21/2021

**Clerk's File #**

ORD C36163

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

MATT BOSTON X6820

**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Agenda Item Name**

0320 - ALLOCATING FUNDS FOR FIRST-OUT ARPA PROGRAMS

**Agenda Wording**

An ordinance amending Ordinance C36161 adopting the annual budget for the City of Spokane, allocating funding for first-out programs from the American Rescue Plan Act.

**Summary (Background)**

This SBO allocates funds for the first programs funded via ARP dollars.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

ALLERS, HANNAHLEE

**Division Director****Finance****Legal****For the Mayor****Additional Approvals****Purchasing****Council Notifications****Study Session\Other**

11/11/21, 12/9/21

**Council Sponsor**CP Beggs & CM  
Wilkerson**Distribution List**

## ORDINANCE NO C36163

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$14,045,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
  - A) Of the increased appropriation, \$6,000,000 is provided solely for affordable housing projects in the city.
  - B) Of the increased appropriation, \$2,000,000 is provided solely for a down payment assistance program for first-time homeowners with incomes below 80 percent of average median income.
  - C) Of the increased appropriation, \$1,000,000 is provided solely for sub-area planning to increase housing along transportation corridors.
  - D) Of the increased appropriation, \$300,000 is provided solely for an eviction legal defense and education program in the city.
  - E) Of the increased appropriation, \$1,000,000 is provided solely for funding to childcare providers.
  - F) Of the increased appropriation, \$1,000,000 is provided solely for employment support in the arts.
  - G) Of the increased appropriation, \$1,500,000 is provided solely for play equipment and bathroom upgrades in city parks, prioritizing parks located in the lowest income census tracts.
  - H) Of the increased appropriation, \$400,000 is provided solely for a construction pre-apprenticeship educational program targeted towards individuals involved in, or at risk of being involved in, the criminal justice system.
  - I) Of The increased appropriation, \$300,000 is provided solely for an Equity Navigator Service to aid the City in ensuring that funds spent will serve our diverse and historically underserved communities to be spent before 12/31/2024.
  - J) Of the increased appropriation, \$305,000 is provided solely for internal financial personnel to be used for the administration and execution of the city's direct aid share of the American Rescue Plan Act funding to be spent before 12/31/2024.
  - K) Of the increased appropriation, \$120,000 is provided solely for services to be rendered from an outside firm to ensure the City is approving appropriately eligible projects/programs within the guidance set forth by the US Department of Treasury to be spent before 12/31/2024

- L) Of the increased appropriation, \$120,000 is provided for solely for Community Engagement and Project Coordinator personnel to assist Council and Administration in the American Recovery Plan Act spending.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority for "first-out" funding supporting housing, employment, a COVID-19 safe community, and administration support, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	RES 2022-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	LORI KINNEAR X6715
<b>Contact E-Mail</b>	LKINNEAR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - ESTABLISHING YEAR-LONG 20 MPH SPEED LIMITS AROUND CERTAIN PARKS

**Agenda Wording**

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

**Summary (Background)**

In 2020, Council instituted a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in response to COVID-19 and the increase in pedestrian visits to city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park was particularly high, use of city parks has continued.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** UE 12/13/21

**Council Sponsor** CMs Kinnear & Cathcart

**Distribution List**

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Resolution Establishing Year-Round 20mph Speed Limits for Certain Streets Adjacent to Parks; and Resolution Reverting High Drive Speed Limit Back to 30mph
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience; Public Safety & Community Health; PIES
<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)	
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Early 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These resolutions make streets around parks safer for pedestrians and cyclists and provides a solution for drivers speeding around parks.
<p><b>Background/History:</b> Over three years ago, CM Kinnear worked with former-CM Fagan and the PeTT committee to find a mutually agreeable solution for drivers speeding around parks. In 2020, Council passed Resolution 2020-0021 instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park use was particularly high, use of city parks has continued. While short-term enforcement of speed limits continues to be a challenge, the City's legislative agenda includes requests for speed cameras around parks. Continuing the 20mph speed limits around certain parks will help drivers acclimate to the lower speeds prior to potential future installation of speed cameras.</p>	
<p><b>Executive Summary:</b> These resolutions:</p> <ul style="list-style-type: none"> <li>• Continue the year-round 20 mph speed limits on streets adjacent to certain City parks at the expiration of the two-year pilot project; and</li> <li>• Revert the speed limit along High Drive to 30mph.</li> </ul>	
<p><b>Budget Impact:</b> Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input checked="" 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: The cost of installing any new signs will be paid from the Traffic Calming Measures Fund Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b> Consistent with current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A Requires change in current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p>	

## RESOLUTION NO 2022-0001

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

**WHEREAS**, in 2020, the Spokane City Council unanimously adopted Resolution 2020-0021, which was amended by Resolution 2020-0077, instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season; and

**WHEREAS**, with the pilot project expiring, this resolution establishes year-round 20 mph speed limits for streets adjacent to certain parks included in the two-year pilot.

**NOW, THEREFORE, BE IT RESOLVED** that speed signs that reflect a 20 mph speed limit year-round shall be installed on both arterials and residential streets adjacent to the parks included in the attached addendum; and

**BE IT FURTHER RESOLVED** that the City Council requests the Streets Department engage in robust metric analysis to ensure that any potential future speed adjustments are based on measured data; and

**BE IT FURTHER RESOLVED** that the cost of installing any new signs will be paid from the Traffic Calming Measures Fund, into which is deposited automated traffic safety camera infraction fines.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

---

Mayor

---

Date

---

Effective Date

**ADDENDUM TO RESOLUTION NO. 2022-\_\_\_\_\_.**

The following parks and streets are subject to year-round 20mph speed limits, as established in Resolution No. 2022-\_\_\_\_\_:

A.M. Cannon Hill Park;

Chief Garry Park;

Comstock Park;

Corbin Park;

Hays Park;

Lincoln Park;

Mission Park;

Shadle Park;

Friendship Park;

Thornton Murphy Park;

Manito Park; and

West Cliff Drive from South Ben Garnett Way to the Tiger Trail.





**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b><u>Date Rec'd</u></b>	12/16/2021
<b><u>Clerk's File #</u></b>	RES 2022-0002
<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>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	LORI KINNEAR X6715
<b><u>Contact E-Mail</u></b>	LKINNEAR@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	0320 - ESTABLISHING A 30 MPH SPEED LIMIT ALONG HIGH DRIVE

**Agenda Wording**

A resolution establishing a year-long 30 mph speed limit along High Drive after the expiration of a two-year pilot project.

**Summary (Background)**

In 2020, Council instituted a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in response to COVID-19 and the increase in pedestrian visits to city parks outside of the summer season. This resolution ends the pilot for High Drive and returns the speed limit back to 30 MPH based on the recommendation from the Streets Department.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** UE 12/13/21

**Council Sponsor** CMs Kinnear & Cathcart

**Distribution List**

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Resolution Establishing Year-Round 20mph Speed Limits for Certain Streets Adjacent to Parks; and Resolution Reverting High Drive Speed Limit Back to 30mph
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience; Public Safety & Community Health; PIES
<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)	
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Early 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These resolutions make streets around parks safer for pedestrians and cyclists and provides a solution for drivers speeding around parks.
<p><b>Background/History:</b> Over three years ago, CM Kinnear worked with former-CM Fagan and the PeTT committee to find a mutually agreeable solution for drivers speeding around parks. In 2020, Council passed Resolution 2020-0021 instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park use was particularly high, use of city parks has continued. While short-term enforcement of speed limits continues to be a challenge, the City's legislative agenda includes requests for speed cameras around parks. Continuing the 20mph speed limits around certain parks will help drivers acclimate to the lower speeds prior to potential future installation of speed cameras.</p>	
<p><b>Executive Summary:</b> These resolutions:</p> <ul style="list-style-type: none"> <li>• Continue the year-round 20 mph speed limits on streets adjacent to certain City parks at the expiration of the two-year pilot project; and</li> <li>• Revert the speed limit along High Drive to 30mph.</li> </ul>	
<p><b>Budget Impact:</b> Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input checked="" 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: The cost of installing any new signs will be paid from the Traffic Calming Measures Fund Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b> Consistent with current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A Requires change in current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p>	

## RESOLUTION NO 2022-0002

A resolution establishing a year-long 30 mph speed limit along High Drive after the expiration of a two-year pilot project.

**WHEREAS**, in 2020, the Spokane City Council unanimously adopted Resolution 2020-0021, which was amended by Resolution 2020-0077, instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season; and

**WHEREAS**, during this pilot project period, and in response to requests of adjacent neighborhood councils, the speed limit along High Drive was reduced to 20 mph; and

**WHEREAS**, at the request of City Council, the Street Department completed a speed study to provide additional information on how motorists were complying with this posted speed adjustment; and

**WHEREAS**, the 50<sup>th</sup> percentile speed being driven along High Drive was between 30 mph and 35 mph; and

**WHEREAS**, with the pilot project expiring and in response to public feedback and City staff recommendations, this resolution establishes a year-round 30 mph speed limit along High Drive.

**NOW, THEREFORE, BE IT RESOLVED** that speed signs that reflect a 30 mph speed limit year-round shall be installed along South High Drive from 21<sup>st</sup> to 29<sup>th</sup> Avenues, High Drive Parkway from 29<sup>th</sup> to 33<sup>rd</sup> Avenues, and West High Drive from 33<sup>rd</sup> Avenue to Manito Blvd.

**BE IT FURTHER RESOLVED** that the cost of installing any new signs will be paid from the Traffic Calming Measures Fund, into which is deposited automated traffic safety camera infraction fines.

**PASSED** by the City Council on \_\_\_\_\_.

---

Council President

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

---

Mayor

---

Date

---

Effective Date

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

01/03/2022

**Date Rec'd**

12/15/2021

**Clerk's File #**

RES 2022-0003

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

ELDON BROWN X6305

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

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**4700 - STREET VACATION OF VARIOUS PORTIONS OF ROW NEAR ESMERALDA  
GOLF COURSE**Agenda Wording**

Resolution setting hearing before the City Council for February 7, 2022 for the vacation of various right-of-ways in the plat of North Minnehaha as requested by LB Stone properties

**Summary (Background)**

A petition was submitted representing 82.33% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

PIES 12/13/21

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Cathcart

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

rbenzie@spokanecity.org

**Purchasing**

kbecker@spokanecity.org

## **RESOLUTION NO 2022-0003**

WHEREAS, on March 17, 2020 the Spokane City Council received a petition for the vacation of various right-of-ways in the plat of North Minnehaha Addition to Spokane, more particularly described below from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane, more particularly described below

Ferrall Street from the south line of Rich Avenue to the north line of LaCrosse Avenue,

Together with:

Thor Street from the south line of Rich Avenue to the north line of Garland Avenue,

Together with:

Ralph Street from the south line of Rich Avenue to the north line of Garland Avenue,

Together with:

Rich Avenue from the west line of Ralph Street to the west line of Ferrall Street,

Together with:

Rockwell Avenue from the east line of Lot 7, Block 81 of the above mentioned plat, to the west line of Freya Street,

Together with:

LaCrosse Avenue from the east line of Lot 7, Block 74 of the above mentioned plat, to the west line of Freya Street,

Together with:

Walton Avenue from the east line of Lot 7, Block 67 of the above mentioned plat, to the west line of Thor Street,

Together with:

The alley between Ralph Street and Greene Street, from the south line of Rockwell Avenue to the north line of Garland Avenue

WHEREAS, the City Council desires to set a time and date through this resolution to

hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate various right-of-ways in the plat of North Minnehaha Addition to Spokane, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **February 7, 2022**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

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





**Vacation of various right-of-ways  
in the plat of Minnehaha Addition**

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.







**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/15/2021
<b>Clerk's File #</b>	RES 2022-0004
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN X6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4700 - STREET VACATION OF ALLEY BETWEEN PACIFIC & 2ND, SHERMAN TO SHERIDAN

**Agenda Wording**

Resolution setting hearing before the City Council for February 7, 2022 for the vacation of the alley between Pacific & 2nd, from Sherman to Sheridan, as requested by Bob Cooke.

**Summary (Background)**

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>	<b>Budget Account</b>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	BECKER, KRIS	<b>Study Session\Other</b> UE 12/13/21
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b> CM Michael Cathcart
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>
<b>Legal</b>	RICHMAN, JAMES	ebrown@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org
<b>Additional Approvals</b>		rbenzie@spokanecity.org
<b>Purchasing</b>		kbecker@spokanecity.org

## RESOLUTION NO 2022-0004

WHEREAS, on August 30, 2021, the Spokane City Council received a petition for the vacation of the alley between Pacific Avenue and 2<sup>nd</sup> Avenue, from the east line of Sherman Street to the west line of Sheridan Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Pacific Avenue and 2<sup>nd</sup> Avenue, from the east line of Sherman Street to the west line of Sheridan Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Pacific Avenue and 2<sup>nd</sup> Avenue, from the east line of Sherman Street to the west line of Sheridan Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on February 7, 2022, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

P2106918VACA

E Sprague Ave

E 1st Ave

E 1st-Pacific Aly

E 1st-Pacific Aly

E Pacific Ave

E Pacific-2nd Aly

E 2nd Ave

E 2nd-3rd Aly

E 3rd Ave

S Grant St


S Sheridan St

0 70 140 210 Feet



**Right-of-way Description:**  
Alley between Pacific Ave and 2nd Ave  
from the east line of Sherman St. to the west  
line of Sheridan St.

**Legend**

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.





**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b><u>Date Rec'd</u></b>	12/6/2021
<b><u>Clerk's File #</u></b>	RES 2022-0005
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	OPR 2022-0011
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	SOLE SOURCE RES
<b><u>Requisition #</u></b>	CR 23114

<b><u>Submitting Dept</u></b>	WATER & HYDROELECTRIC SERVICES
<b><u>Contact Name/Phone</u></b>	JAMES SAKAMOTO 625-7854
<b><u>Contact E-Mail</u></b>	JSAKAMOTO@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	4100 - WATER - HYDROMAX SOLE SOURCE RESOLUTION AND CONTRACT

**Agenda Wording**

A Sole Source Resolution declaring Hydromax USA as a sole source provider for the condition assessment of 2.2 miles of pipeline for the City Water Dept's Havana Transmission Main and authorizing the City to enter into a contract for \$100,000 incl tax

**Summary (Background)**

The City Water Department is evaluating its critical transmission mains to determine whether repair, replacement, or no action is warranted. HydroMax USA is the exclusive user of p-Cat patented technology; technology which will allow the City to fully evaluate pipe conditions with the least disruption of service. HydroMax USA's exclusive use of p-Cat patented technology inspection technique is a non-invasive, non-destructive unique pipeline condition assessment system.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 100,000.00	<b><u>Budget Account</u></b>	# 4100-42475-34148-54201
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	SAKAMOTO, JAMES
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PERKINS, JOHNNIE

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES - 11/22/21
<b><u>Council Sponsor</u></b>	CP Beggs

**Distribution List**

jsakamoto  
tprince

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA
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## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	HydroMax USA Sole Source Resolution
<b>Date:</b>	November 22, 2021
<b>Author (email &amp; phone):</b>	James Sakamoto, <a href="mailto:jsakamoto@Spokanecity.org">jsakamoto@Spokanecity.org</a> 625-7854
<b>City Council Sponsor:</b>	Council President Breann Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) 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)	Funding for this contract is available in the Integrated Capital Management (ICM) budget
<b>Strategic Initiative:</b>	Innovative Infrastructure, Safety & Health
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Sole Source would allow safe, efficient and non-invasive pipe condition assessment without removing transmission main from service. The Contract would support the evaluation of Havana Street Transmission main.
<p><u>Background/History:</u> A sole source resolution is requested with HydroMax USA utilizing the patented p-Cat technology inspection technique which is a non-invasive, non-destructive unique pipeline condition assessment system using a controlled pressure wave monitored by sensors. The pressure signal is analyzed by examining the response of the transient wave to the pipeline system to determine all anomalies. The use of innovative pipe condition assessment technologies to inspect and evaluate transmission pipelines ahead of capital projects has resulted in identifying pipelines in good condition resulting in substantial savings to the City by avoiding costly capital project expenditures.</p> <p>The contract requested at this time will provide assessment of approximately 11,600 feet of 48-inch steel transmission main in Havana to determine if repair or replacement is required.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Sole Source Resolution with HydroMax USA for pipe condition assessment utilizing their patented products.</li> <li>Contract for pipe condition assessment of the Havana Street transmission main at a not to exceed costs of \$100,000.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</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</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: N/A</p> <p>Known challenges/barriers: N/A</p>	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: Pipeline Condition Assessment  
Technology (p-CAT) on Havana Street**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYDROMAX USA.**, whose address is 6500 Ursula Pl. S., Seattle, Washington 98108 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to evaluate critical transmission mains to determine repair, replace or no action is warranted, the current assessment spans 2.2 miles of 48" water transmission main; and*

*WHEREAS, the Consultant is a Sole Source.*

*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 October 15, 2021, and ends on November 30, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed upon mutual agreement of the Parties.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Proposal dated February 16, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Consultant shall submit its applications for payment to City Water Department, 914 East North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

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

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

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

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

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

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



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

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

## **10. INDEMNIFICATION.**

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

## **11. INSURANCE.**

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

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

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

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

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

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

## **12. DEBARMENT AND SUSPENSION.**

The 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.**

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

## **22. DISPUTES.**

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

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

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

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**HYDROMAX USA.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Consultant’s Proposal dated February 16, 2021 and Work Plan dated September 8, 2021.

U2021-108



## 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

## SOLE SOURCE RESOLUTION NO 2022-0005

A Sole Source Resolution declaring Hydromax USA as a sole source provider for the condition assessment of 2.2 miles of pipeline for the City Water Department's Havana Transmission Main and authorizing the City to enter into a contract for a not to exceed cost of \$100,000, not including taxes, if applicable.

WHEREAS, The City Water Department is evaluating its critical transmission mains to determine whether repair, replacement, or no action is warranted. HydroMax USA is the exclusive user of p-Cat patented technology; technology which will allow the City to fully evaluate pipe conditions with the least disruption of service; and

WHEREAS, HydroMax USA's exclusive use of p-Cat patented technology inspection technique is a non-invasive, non-destructive unique pipeline condition assessment system using a controlled pressure wave monitored by sensors. The pressure signal is analyzed by examining the response of the transient wave to the pipeline system to determine any anomalies; and

WHEREAS, p-Cat patented technology is only available from Hydromax USA, and is the tool which does all of the following in steel pipelines:

- 1) sub-sectional pipeline condition assessment, assessing the level of pipe deterioration in each subsection;
- 2) Identifies and provides analysis of significant anomalies, such as gas pockets, blockages, sealing status of valves and unknown pipeline features;
- 3) is not affected by inline valves, tees, reductions in the pipe diameter, bends, or profile changes;
- 4) inspects pipelines while they remain in service and do not have to be dewatered;
- 5) is not affected by ovality in the pipeline;
- 6) will measure and locate (a) internal cement lining loss and spalling (b) wall loss measurements to <.01 in wall accuracy (c) pipe material changes (d) gas pockets, and (e) any unknown connections;
- 7) does not require the pipe to be pigged or cleaned prior to inspection; and

8) is non-invasive and non-destructive to the existing pipeline.

WHEREAS, the 2021 public bid limit for these Consultant services is \$50,000.00;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares HydroMax USA as a sole source consultant and authorizes without further council action the City Water Department to enter into a Consultant contract at a not to exceed cost of \$100,000, not including taxes if applicable.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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

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

01/03/2022

**Date Rec'd**

12/22/2021

**Clerk's File #**

RES 2022-0006

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**PAID THRU  
CLAIMS**Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

SAM FAGGIANO 6818

**Contact E-Mail**

SFAGGIANO@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Agenda Item Name**

0500 SETTLEMENT RESOLUTION

**Agenda Wording**

Resolution approving Settlement Agreement and General Release of All Claims of Neil Johnson for \$108,396.48 agreed to by the parties.

**Summary (Background)**

On April 16, 2021, a Claim for Damages was filed with the City of Spokane by Neil Johnson arising out of an incident occurring on or about April 13, 2021, alleging various claims for property damage to a 3-story commercial office building resulting from flooding caused by a broken water main, and seeking a loss of contents (\$21,985.00) and mitigation/structure restoration (\$116,624.02). The City retained Pacific NW Adjusters to review the loss. Evaluation determined total loss at \$108,396.48.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Expense \$ \$108,396.48

Select \$

Select \$

Select \$

**Budget Account**

# 5800-78100-19000-54601

#

#

#

**Approvals****Dept Head**

ORMSBY, MICHAEL

**Division Director****Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**UE Committee/PIES  
12/13/21**Council Sponsor**

C.P. Beggs

**Distribution List**

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RKokot@spokanecity.org

TStrothman@spokanecity.org

**Additional Approvals****Purchasing**

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on April 16, 2021, a claim for damages was filed with the City of Spokane by NEIL JOHNSON (Claimant), arising out of an incident occurring on or about April 13, 2021, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on April 16, 2021, Claimant alleged various claims for property damage to a 3-story commercial office building resulting from flooding caused by a broken water main, and seeking a loss of contents in the amount of \$21,985.00, and mitigation/structure restoration costs of \$116,624.02; and

WHEREAS, the City retained Pacific NW Adjusters to review the loss documentation and determine the amount owed. The evaluation determined the total loss, including contents and structural damage to be \$108,396.48.

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of ONE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETY-SIX AND 48/100 DOLLARS (\$108,396.48); and

WHEREAS, Plaintiff has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

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

1. The City of Spokane authorizes that payment in the amount of ONE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETY-SIX AND 48/100 DOLLARS (\$108,396.48) to be paid to NEIL JOHNSON DBA JOHNSON PROPERTY MANAGEMENT, LLC, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident, dismissing his claim as against the City of Spokane and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

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

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

01/03/2022

**Date Rec'd**

11/30/2021

**Clerk's File #**

ORD C35924

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

CITY ATTORNEY

**Contact Name/Phone**

TIM 6225

**Cross Ref #****Project #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Final Reading Ordinance

**Requisition #****Agenda Item Name**

0500 YELLOWSTONE PIPELINE FRANCHISE

**Agenda Wording**

Ordinance granting Yellowstone Pipeline Company, a Delaware Corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment.

**Summary (Background)**

Summary/Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. The insurance coverage under the franchise is \$100,000,000 for each occurrence. The City will receive \$25,000.00 from YPL on an annual basis for the term of the franchise.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 25,000 Annually

# 0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

Finance - 10/21/19

**Division Director****Council Sponsor**

Michael Cathcart

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

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**For the Mayor**

PERKINS, JOHNNIE

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**Additional Approvals**

Jimmy.R.Greene@p66.com

**Purchasing**

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kbustos@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

The franchise contains language to increase the franchise payment amount after five years from its effective date. The City has negotiated with YPL to commit \$75,000 to the cost of a Vulnerability Assessment. The Vulnerability Assessment shall evaluate the potential impacts and risks to municipal ground water supply source wells that could be posed by possible releases from the petroleum pipeline. The franchise ordinance was deferred indefinitely from the council agenda on May 3, 2021 to address questions raised by council president Beggs. The first reading of this ordinance was held on August 17, 2020.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**




## **Ordinance C35924**

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

### **Section I. Definitions of Franchise Terms.**

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

## **Section 2. Grant of Franchise Authority.**

### **2.1 Purpose of Franchise.**

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

## 2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

### 2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public



Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

**Section 3. Term and Renewal or Extension of Franchise.**

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

**Section 4. Assignment and Transfer of Franchise.**

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

#### 4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

## **Section 5. Compliance with State and Federal Laws.**

### 5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

**Section 6. Construction and Maintenance of Facilities.**

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information,

plans and/or specifications as are in Grantor's opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.



6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

**Section 7. Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

## 7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

## 7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be

performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

## **Section 8. Encroachment Management.**

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

### **8.3 Encroachment Response Procedure.**

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other

activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

#### 8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section



12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

**Section 9. Leaks, Spills, Ruptures, and Emergency Response.**

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after

being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that

are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence

zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional

Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

**Section 10. Required Relocation of Facilities for Public Project.**

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

## 10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

**Section 11. Removal of Grantee's Facilities - Abandonment in Place.**

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.



(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

#### 11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 12. Violations, Remedies and Termination.**

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable

notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

**Section 13. Dispute Resolution.**

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

#### **Section 14. Indemnification.**

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

#### 14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and



(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

## **Section 15. Insurance and Bond Requirements.**

### **15.1 Insurance Requirement.**

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

**Section 16. Receivership or Foreclosure of Grantee.**

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

#### **Section 17. Annual Franchise Fee and Costs.**

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

**Section 18. Legal Relations; Charter Requirements.**

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

**Section 19: Miscellaneous.**

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the



recipient at the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

To the Grantee:

Real Estate Services  
PO Box 7500  
Bartlesville, OK

Copy to:

Office of the City Attorney  
5<sup>th</sup> Floor City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by

the Party granting the waiver. All previous franchise agreements between the Parties pertaining to Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1<sup>st</sup> day of \_\_\_\_\_, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

**PASSED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President

Attest:

Approved as to Form

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## **UNCONDITIONAL ACCEPTANCE BY GRANTEE**

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-\_\_\_\_\_), which are hereby accepted by Yellowstone Pipe Line Company this \_\_\_\_ day of \_\_\_\_\_, 2020.

Yellowstone Pipe Line Company

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

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

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

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

01/03/2022

**Date Rec'd**

10/25/2021

**Clerk's File #**

ORD C36137

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

DSC, CODE ENFORCEMENT &amp;

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

KRIS BECKER 6392

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

KBECKER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

ESTABLISHING A NEW PENALTY FOR VIOLATIONS OF THE BUILDING CODE

**Agenda Wording**

An ordinance relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule - Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

**Summary (Background)**

Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

UE 12/13/2021

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CP Breean Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

tpalmquist@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

rbenzie@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

tszambelan@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center - Building
<b>Subject:</b>	Update the penalty schedule for violations of the building code.
<b>Date:</b>	December 13, 2021
<b>Author (email &amp; phone):</b>	Kris Becker, <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> , (509)625-6392
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	IBC 110 Inspections IBC 114 Violations
<b>Strategic Initiative:</b>	Urban Experience, Safe and Healthy
<b>Deadline:</b>	Ordinance Adoption proposed for Dec 2021/Jan 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Update the penalty schedule for civil infractions to include permit holders who fail to request and receive required inspections for work identified in the permit.
<p><u>Background/History:</u> Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code. After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Update the penalty schedule in SMC 1.05.150 to include failure to request required inspections as a Class 2 Violation.</li> <li>Attachments – Proposed Text Amendment</li> </ul>	
<p><u>Budget Impact:</u> <b>N/A</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b></p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b></p> <p>If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: N/A</p> <p>Known challenges/barriers: N/A</p>	

## ORDINANCE NO C36137

AN ORDINANCE relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That the Penalty Schedule – Building Construction found in SMC 01.05.150 is amended to read as follows:

### Section 01.05.150 Penalty Schedule – Building Construction

<b>SMC 1.05.150</b> <b>Penalty Schedule – Building Construction</b>		
<b>Infraction</b>		<b>Violation Class</b>
Chapter 14 IFC	Failure to Provide Fire Safety During Building Construction, Demolition, or Alteration	3
IFC 105 SMC 17F.080.050 SMC 17G.010.140 SMC 17G.010.150	Failure to Provide Plans/Specifications for Department Review	2
IFC 105 SMC 17F.080.060	Failure to Obtain Required Permit	2
IFC 111 SMC 17G.010.080	Working in Disregard of Stop-work Order	1
IFC 605.9	Use of Temporary Wiring in an Unapproved Manner	1
IFC 3801.2	Installation of LPG Equipment Without Permit	2
IMC 106.2 SMC 17F.090.030	Lack of Permit Required by IMC 106.1	1
SMC 10.26.010(A)	Relocate Building Without Permit	2
SMC 10.29.010(B)	Blasting Without Permit	1



SMC 10.29.032	Excess Heating Apprentices on Job	3
SMC 10.29.040	Unsupervised Plumbing Apprentice	2
SMC 11.08.030 SMC 17F.090.030	Install, Alter, Replace System Actively Using Solar Energy Without Building, Mechanical, or Combination Permit	3
SMC 11.17.050 - SMC 11.17.330	Violation of Sign Code	2
SMC 13.03.0330	Connection to Sewer Without Permit	1
SMC 17F.030.040	Install Boiler, Pressure Vessel Without Installation Permit	1
SMC 17F.030.100	Repair, Alter Boiler, Pressure Vessel Without Repair Permit	1
SMC 17F.040.020	Grading Without Permit (Adopted Appendix of the International Building Code: SMC 8.02.031)	1
IBC 105 IRC 105 IEBC 105	Construction Without Building Permit	2
SMC 17F.040.075	Must Use City Solid Waste Collection/Disposal as Condition of Building/Demolition Permit	1
SMC 17F.040.190 SMC 17F.050.140 SMC 17F.090.070 SMC 17F.100.040	Failure to Take Corrective Action	2
SMC 17F.050.020	Work Without Electrical Permit	1
SMC 17F.050.040	Improper or Unapproved Electrical Material or Equipment	1
SMC 17F.060.020	Work Without Elevator Installation Permit	1
SMC 17F.060.030	<u>Failure to have City Inspector witness required conveyance tests</u>	<u>1</u>
SMC 17F.060.040 SMC 08.02.033	<u>Failure to De-Commission a Conveyance</u>	<u>1</u>
SMC 17F.080.050 SMC 17F.080.140	Install, Alter, Repair Fire Protection/Extinguishing Equipment Without Permit	1

SMC 17F.100.020	Plumbing Without Permit	2
SMC 17G.010.100(C)(2)	Installation/Repair of Gas- or Oil-fueled HVAC Equipment Without Permit	1
IBC 110, 114	<u>Failure to request required inspections</u>	<u>2</u>

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date