

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **February 7, 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 **2483 407 5114** 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, February 7, 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, FEBRUARY 7, 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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

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.

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 by accessing the City website at www.spokanecity.org.

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. Lease of a Ford Ranger for the Engineering Department using the Enterprise Master Contract—Monthly lease amount is \$526.48, for 36 months. Total Lease cost is estimated at \$18,953.28. (Council Sponsor: Council Member Wilkerson)
Richard Giddings | Approve | OPR 2022-0075 |
| 2. Contract Renewal for HR Software support with NEOGOV, Inc to include Subscription Services and Rights to use NEOGOV licenses for the City from February 12, 2022 through February 11, 2023—\$81,958.46 (incl. tax). (Council Sponsor: Council Member Cathcart)
Michael Sloon | Approve | OPR 2021-0184 |
| 3. First of two One-Year Contract Renewals with: | Approve | |
| a. Kenworth Sales for Heavy Equipment Body Repair—not to exceed \$50,000. | All | OPR 2018-0807
BID 4501-18 |
| b. Fleet Painting for Heavy Equipment Body Repair—not to exceed \$450,000.00.
(Council Sponsor: Council Member Kinnear)
David Stockdill | | OPR 2018-0791
BID 4501-18 |

- | | | |
|--|------------------------------------|---------------|
| 4. Four-Year Contract with Coeur d' Alene Service Station Equipment, (Coeur d' Alene, ID) for On Call Fuel Facility Maintenance and Repair Services for Fleet Services—estimated cost of \$300,000. (Council Sponsor: Council Member Wilkerson)
Richard Giddings | Approve | OPR 2022-0076 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2022-0002 |
| 6. City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

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.

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

Arts Commission: Four Appointments

Approve

CPR 1981-0043

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

ORD C36169 (This action carries over budget authority for 2021 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance C36161, passed December 13, 2021.)(Council Sponsor: Council Members Wilkerson and Cathcart)

Paul Ingiosi

ORD C36170 Public Safety Personnel and Crime Reduction Fund
1) Increase appropriation by \$68,000
A) Of the increased appropriation, \$68,000 is transferred to the Community Justice Services department.

and

General Fund

1) Increase revenue by \$68,000

A) Of the increased revenue, \$68,000 is a transfer in from the Public Safety Personnel and Crime Reduction Fund to the Community Justice Services department.

2) Increase appropriation by \$68,000

A) Approximately \$63,000 of the appropriation is provided solely for an additional Probation Services Specialist position (from 2 to 3 positions), funding salary and benefits.

B) The remaining \$5,000 of the appropriation is provided solely for equipment and training related to the Probation Services Specialist position.

(This action adds one Probation Services Specialist position [from 2 to 3 positions] in response to the drug possession ordinance {SMC 10.15.225 and 10.15.230}.) (Council Sponsor: Council President Beggs and Council Member Kinnear)

Howard Delaney

ORD C36171

General Fund

1) Increase appropriation by \$270,000

A) Of the increased appropriation, \$270,000 is provided to the Community, Housing, and Human Services (CHHS) department solely for the purpose of funding the increased cost of warming centers and to pay for damages incurred during the use of the facility.

(This action allows for the increased cost of providing a warming center at the Spokane Convention Center for Spokane's citizens.)(Council Sponsor: Council Member Wilkerson)

Jacob Miller

NO EMERGENCY ORDINANCES

RESOLUTION

(Requires Four Affirmative, Recorded Roll Call Votes)

Request motion to defer RES 2022-0001 indefinitely:

~~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. (Deferred from January 3, 2022, Agenda)(Council Sponsors: Council Members Kinnear and Cathcart)~~

~~Council Member Kinnear~~

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

ORD C36168

Relating to multiple family housing property tax exemption; amending SMC section 8.15.030D, by amending the map Attachment A: Spokane MFTE Target Area through expansion of the target area boundary. (Council Sponsor: Council President Beggs and Council Member Stratton)

Teri Stripes

ORD C36172

(To be considered under Hearings Item H1.b.)

ORD C36173 (To be considered under Hearings Item H2.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on vacation of various right-of-ways in the plat of North Minnehaha Addition, as requested by LB Stone Properties. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C36172 vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane.
(Council Sponsor: Council Member Cathcart)
Eldon Brown | Further
Action
Deferred | ORD C36172 |
| H2. | a. Hearing on vacation of the alley between Pacific and Second Avenues, from Sherman Street to Sheridan Street, as requested by Bob Cooke. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C36173 vacating the alley between Pacific Avenue and Second Avenue, from the east line of Sherman Street to the west line of Sheridan Street.
(Council Sponsor: Council Member Cathcart)
Eldon Brown | Further
Action
Deferred | ORD C36173 |

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/Vd7n381x3seal1NW6>. The form will open at 5:00 p.m. on Monday, January 24, 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 February 7, 2022, Regular Legislative Session of the City Council is adjourned to February 14, 2022.

NOTES

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

02/07/2022

Date Rec'd

1/25/2022

Clerk's File #

OPR 2022-0075

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

RE20022

Submitting Dept

FLEET SERVICES

Contact Name/Phone

RICHARD GIDDINGS 625-7706

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

5100-LEASE OF FORD RANGER

Agenda Wording

The Engineering department would like to lease a Ford Ranger, using the Enterprise Master Contract. Monthly lease amount is \$526.48, for 36 months. Total Lease cost is estimated at \$18,953.28.

Summary (Background)

The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease of a Ford Ranger for the Engineering Department. Funding for this is included in the Engineering budget. TCO-Please see Briefing Paper attached.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 18,953.28

0370-30210-94440-56601-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

1/24/2022 - Finance Committee

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

MMARTINEZ@SPOKANECITY.ORG

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**ACCOUNTING -
LEASE**

BAIRD, CHRISTI

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance, Fleet Services																																				
Subject:	Lease of Ford Ranger																																				
Date:	January 24, 2022																																				
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823																																				
City Council Sponsor:	Betsy Wilkerson																																				
Executive Sponsor:	Tonya Wallace																																				
Committee(s) Impacted:	Finance and Administration Committee																																				
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																																				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan																																				
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment																																				
Deadline:																																					
Outcome: (deliverables, delivery duties, milestones to meet)																																					
Background/History: The Engineering department would like to lease a Ford Ranger, using the Enterprise Master Contract. Monthly lease amount is \$526.48, for 36 months. Total Lease cost is estimated at \$18,953.28.																																					
Executive Summary: The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease of a Ford Ranger for the Engineering Department. Funding for this is included in the Engineering budget. TCO																																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #d9ead3;"> <th>Year</th> <th>Make</th> <th>Model</th> <th>Capital Costs</th> <th>Residual Value</th> <th>Lifetime Maintenance</th> <th>Lifetime Fuel Cost</th> <th>Lifetime Usage Miles</th> <th>Expected Life Years</th> <th>TCO Lifetime</th> <th>TCO/Mile</th> <th>TCO/Year</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>Ford</td> <td>Ranger</td> <td>\$27,851.00</td> <td>\$14,315.00</td> <td>\$1,890.00</td> <td>\$4,144.74</td> <td>21000</td> <td>3</td> <td>\$19,570.74</td> <td>\$0.93</td> <td>\$6,523.58</td> </tr> <tr> <td>2022</td> <td>Chevrolet</td> <td>Silverado</td> <td>\$26,892.00</td> <td>\$13,715.00</td> <td>\$1,890.00</td> <td>\$4,632.35</td> <td>21000</td> <td>3</td> <td>\$19,699.35</td> <td>\$0.94</td> <td>\$6,566.45</td> </tr> </tbody> </table>		Year	Make	Model	Capital Costs	Residual Value	Lifetime Maintenance	Lifetime Fuel Cost	Lifetime Usage Miles	Expected Life Years	TCO Lifetime	TCO/Mile	TCO/Year	2022	Ford	Ranger	\$27,851.00	\$14,315.00	\$1,890.00	\$4,144.74	21000	3	\$19,570.74	\$0.93	\$6,523.58	2022	Chevrolet	Silverado	\$26,892.00	\$13,715.00	\$1,890.00	\$4,632.35	21000	3	\$19,699.35	\$0.94	\$6,566.45
Year	Make	Model	Capital Costs	Residual Value	Lifetime Maintenance	Lifetime Fuel Cost	Lifetime Usage Miles	Expected Life Years	TCO Lifetime	TCO/Mile	TCO/Year																										
2022	Ford	Ranger	\$27,851.00	\$14,315.00	\$1,890.00	\$4,144.74	21000	3	\$19,570.74	\$0.93	\$6,523.58																										
2022	Chevrolet	Silverado	\$26,892.00	\$13,715.00	\$1,890.00	\$4,632.35	21000	3	\$19,699.35	\$0.94	\$6,566.45																										
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)																																					
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:																																					

Prepared For: CITY OF SPOKANE
Martinez, Micaela

Date 12/07/2021
AE/AM J6H/CRB

Unit #

Year 2022 **Make** Ford **Model** Ranger

Series XL 4x4 SuperCab 6 ft. box 126.8 in. WB

Vehicle Order Type Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 27,501.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 309.13 *	Tax on Incentive (Taxable Incentive Total : \$3,324.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Ebony w/Front Cloth Bucket Seats

Lic. Plate Type Exempt

GVWR 0

\$ 27,851.00	Total Capitalized Amount (Delivered Price)
\$ 375.99	Depreciation Reserve @ <u>1.3500%</u>
\$ 105.69	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 481.68	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 44.80 Sales Tax 9.3000%

State WA

\$ 526.48 Total Monthly Rental Including Additional Services

\$ 14,315.36 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE CITY OF SPOKANE

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2022 Ford Ranger XL 4x4 SuperCab 6 ft. box 126.8 in. WB - US

Series ID: R1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,266	\$29,140.00
Total Options	\$1,264.00	\$1,345.00
Destination Charge	\$1,295.00	\$1,295.00
Total Price	\$30,825.00	\$31,780.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: QH-(0 I) Ebony w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
126WB	126.8" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included	Included
4SPK	4 Speakers	Included	Included
53R	Trailer Tow Package	\$465.00	\$495.00
53RHTC	Class IV Trailer Hitch Receiver	Included	Included
64A	Wheels: 16" Silver Steel	Included	Included
67F	XL Power Equipment Group	\$334.00	\$355.00
67FALM	Perimeter Alarm	Included	Included
86S	Tough Bed Spray-In Bedliner	\$465.00	\$495.00
99H	Engine: 2.3L EcoBoost	Included	Included
FOB	Remote Key Fob w/Tailgate Lock	Included	Included
PAINT	Monotone Paint Application	STD	STD
Q	Front Cloth Bucket Seats	Included	Included
QH_01	(0 I) Ebony w/Front Cloth Bucket Seats	NC	NC
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,050 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/70R16 A/S BSW	Included	Included
SVMIR	Power Glass Sideview Mirrors	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Voltmeter: voltmeter
Compass: compass

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 4
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbage Insulator: cabbage insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 270-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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

02/07/2022

Date Rec'd

1/24/2022

Clerk's File #

OPR 2021-0184

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR#23262

Agenda Item Name

5300 NEOGOV SOFTWARE MAINTENANCE AND SUPPORT

Agenda Wording

Contract for HR Software support with NEOGOV, Inc to include Subscription Services and Rights to use NEOGOV licenses for the City of Spokane. This is a 1yr renewal contract from 2/12/2022 - 2/11/2023 for a total cost of \$81,958.46 including tax.

Summary (Background)

NEOGOV's HR Software is the application used by Civil Service and HR for recruitment, selection and onboarding new employees. NEOGOV, Inc is the only supplier for Onboard, Hire Export, Candidate Text Messaging, Insight and Governmentjobs.com subscription licensing. Last year's renewal cost was \$67,548.75 including tax. The reason for the maintenance increase is the addition of NeoGov's TestGenius Module.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 81,958.46

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\OtherFINANCE COMMITTEE
1/24/2022**Division Director**

SLOON, MICHAEL

Council Sponsor

CM MICHAEL CATHCART

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

PRINCE, THEA

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Ana Alfaro - aalfaro@neogov.net

Committee Agenda Sheet

FINANCE & ADMINISTRATION COMMITTEE

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>1/24/2022</u>
Agenda Item Name	NEOGOV, Inc. Annual Software Maintenance and Support
Summary (Background)	NEOGOV's HR Software is the application used by Civil Service and HR for recruitment, selection and onboarding new employees. NEOGOV, Inc is the only supplier for Onboard, Hire Export, Candidate Text Messaging, Insight and Governmentjobs.com subscription licensing.
Proposed Council Action & Date:	Approval/Pass on February 7 th Council Meeting 2/7/2022
Fiscal Impact: Total Cost: \$81,958.46 including tax. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300-733000-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our hiring/onboarding process.	



City of Spokane

CONTRACT RENEWAL

**Title: HOSTING, MAINTENANCE AND
SUPPORT FOR ONLINE APPLICATIONS**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GOVERNMENTJOBS.COM D/B/A NEOGOV**, whose address is 300 Continental Blvd., Suite 565. El Segundo, California 90245 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Onboard Subscription, Hire Export Subscription, Candidate Text Messaging Subscription, Insight Subscription, and Governmentjobs.com Subscription; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 29, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on February 12, 2022 and shall run through February 11, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY ONE THOUSAND NINE HUNDRED FIFTY EIGHT AND 46/100 (\$81,958.46)**, including tax, in accordance with Invoice No. INV-24704, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

GOVERNMENTJOBS.COM D/B/A NEOGOV

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Invoice No. INV-24704,

22-018

**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.

<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)



Invoice #INV-24704

From

Governmentjobs.com, Inc. DBA NEOGOV
300 Continental Blvd.
Suite 565
El Segundo, CA 90245

Bill To

Spokane, City of (WA)
808 W. Spokane Falls Blvd.
Spokane, WA 99201
USA

Invoice Summary

Invoice Number	INV-24704
Date	01/12/2022
Terms	Net 30
Due Date	02/11/2022
Amount Due (USD)	\$ 81,958.46

Item / Description	Quantity	Total
Biddle Online TestGenius (1917) This is your subscription fee for Biddle Online TestGenius (1917) for the term starting 02/12/2022 and ending 02/11/2023.	1	8,628.00
Governmentjobs.com This is your subscription fee for Governmentjobs.com for the term starting 02/12/2022 and ending 02/11/2023.	1	3,562.43
Insight This is your subscription fee for Insight for the term starting 02/12/2022 and ending 02/11/2023.	1	27,948.94
Onboard This is your subscription fee for Onboard for the term starting 02/12/2022 and ending 02/11/2023.	1	29,614.61
New Hire Integration This is your subscription fee for New Hire Integration for the term starting 02/12/2022 and ending 02/11/2023.	1	2,100.00
Candidate Text Messaging This is your subscription fee for Candidate Text Messaging for the term starting 02/12/2022 and ending 02/11/2023.	1	3,337.27
	Subtotal	75,191.25
	Sales Tax	6,767.21
	Amount Due (USD)	\$ 81,958.46

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067



Invoice #INV-24704

From

Governmentjobs.com, Inc. DBA NEOGOV
300 Continental Blvd.
Suite 565
El Segundo, CA 90245

Bill To

Spokane, City of (WA)
808 W. Spokane Falls Blvd.
Spokane, WA 99201
USA

Invoice Summary

Invoice Number	INV-24704
Date	01/12/2022
Terms	Net 30
Due Date	02/11/2022
Amount Due (USD)	\$ 81,958.46

Item / Description	Quantity	Total
Biddle Online TestGenius (1917) This is your subscription fee for Biddle Online TestGenius (1917) for the term starting 02/12/2022 and ending 02/11/2023.	1	8,628.00
Governmentjobs.com This is your subscription fee for Governmentjobs.com for the term starting 02/12/2022 and ending 02/11/2023.	1	3,562.43
Insight This is your subscription fee for Insight for the term starting 02/12/2022 and ending 02/11/2023.	1	27,948.94
Onboard This is your subscription fee for Onboard for the term starting 02/12/2022 and ending 02/11/2023.	1	29,614.61
New Hire Integration This is your subscription fee for New Hire Integration for the term starting 02/12/2022 and ending 02/11/2023.	1	2,100.00
Candidate Text Messaging This is your subscription fee for Candidate Text Messaging for the term starting 02/12/2022 and ending 02/11/2023.	1	3,337.27
	Subtotal	75,191.25
	Sales Tax	6,767.21
	Amount Due (USD)	\$ 81,958.46

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** GOVERNMENTJOBS.COM, INC.**Business name:** NEOGOV**Entity type:** [Profit Corporation](#)**UBI #:** 602-909-085**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 300 CONTINENTAL BLVD
STE 565
EL SEGUNDO CA 90245-5030**Mailing address:** 300 CONTINENTAL BLVD
STE 565
EL SEGUNDO CA 90245-5030**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this loc	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jul-31-2022	Jan-27-2015



Governing people**Title**

CHANG, BRIAN

EVANGELIST, SHANE

KOO, STEPHEN

WANG, NICHOLAS SMITH

Registered Trade Names**Registered trade names****Status****First issued**

NEOGOV

Active

Feb-21-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/31/2021 10:58:41 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2021

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

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

PRODUCER ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.theabdteam.com	CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@theabdteam.com INSURER(S) AFFORDING COVERAGE INSURER A: Berkley National Insurance Company INSURER B: Berkley Regional Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 38911 29580
--	--	---

COVERAGES**CERTIFICATE NUMBER:** 64832760**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP 7011473	8/25/2021	8/25/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCA 7011474	8/25/2021	8/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TCP 7011473	8/25/2021	8/25/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	TWC 7011475	8/25/2021	8/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: All Operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**City of Spokane (WA)
808 W. Spokane Falls Blvd.
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

Rod Sockolov

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Agenda Sheet for City Council Meeting of:
02/07/2022

Date Rec'd	1/26/2022
Clerk's File #	OPR 2018-0807
Renews #	
Cross Ref #	
Project #	
Bid #	4501-18
Requisition #	MASTER

Submitting Dept	FIRE
Contact Name/Phone	DAVID STOCKDILL X7080
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 & 5100 HEAVY EQUIPMENT BODY REPAIR

Agenda Wording

First of two one-year contract renewals with Kenworth Sales for Heavy Equipment Body Repair. Contract renewal not to exceed \$50,000.00.

Summary (Background)

Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$50,000.00	<u>Budget Account</u>	# VARIOUS
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCH 11/1/2021
<u>Council Sponsor</u>	CM Kinnear

Distribution List

<u>Additional Approvals</u>	drodgers@kwsco.com
<u>Purchasing</u>	PRINCE, THEA
	wbeal@kwsco.com
	tprince@spokanecity.org

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire and Fleet Services
Subject:	RENEWAL – Heavy Equipment Body Repair Services
Date:	11/1/2021
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	Existing 3 yr. Master contracts (OPR 2018-0791) expire 11/30/2021
Outcome: (deliverables, delivery duties, milestones)	Body repair for Fire Department Heavy Apparatus and Fleet Services Heavy Equipment.
Background/History: Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.	
Executive Summary: <ul style="list-style-type: none"> Timely - This is the first renewal of potentially two, one-year renewals of existing Master contracts with Fleet Painting and Kenworth Sales. Mission essential – Both contracts will ensure capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire. Fair and Competitive – The initial master contracts were based up receipt of two, competitive sealed bids. Cost – The primary master contract with Fleet Painting will not exceed \$450,000 annually. The secondary master contract with Kenworth Sales will not exceed \$50,000 annually. 	
Budget Impact: 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: SIP Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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	



City of Spokane

**MASTER SERVICES AGREEMENT
RENEWAL 1 OF 2**

**Title: HEAVY EQUIPMENT BODY
REPAIR SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** and **CITY OF SPOKANE FLEET SERVICES**, as ("City"), a Washington municipal corporation, and **KENWORTH SALES - SPOKANE**, whose address is 6420 East Broadway Avenue, Spokane, Washington, 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Heavy Equipment Body Repair Services to the City of Spokane Fire Department and City of Spokane Fleet Services; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated January 11, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on December 1, 2021 and shall run through November 30, 2022.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY THOUSAND AND 00/100 (\$50,000.00)** excluding applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

KENWORTH SALES - SPOKANE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

**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.

<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: 02/07/2022

Date Rec'd	1/25/2022
Clerk's File #	OPR 2018-0791
Renews #	
Cross Ref #	
Project #	
Bid #	4501-18
Requisition #	MASTER

Submitting Dept	FIRE
Contact Name/Phone	DAVID STOCKDILL X7080
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 & 5100 HEAVY EQUIPMENT BODY REPAIR

Agenda Wording

First of two one-year contract renewals with Fleet Painting for Heavy Equipment Body Repair. Contract renewal not to exceed \$450,000.00.

Summary (Background)

Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$450,000.00
Select	\$
Select	\$
Select	\$

Budget Account

Various
#
#
#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCH 11/1/2021
<u>Council Sponsor</u>	CM Kinnear

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Distribution List

fireaccounting@spokanecity.org
dstockdill@spokanecity.org
fleetservicesaccounting@spokanecity.org
dick@fleetpainting.com
tprince@spokanecity.org

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire and Fleet Services
Subject:	RENEWAL – Heavy Equipment Body Repair Services
Date:	11/1/2021
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	Existing 3 yr. Master contracts (OPR 2018-0791) expire 11/30/2021
Outcome: (deliverables, delivery duties, milestones)	Body repair for Fire Department Heavy Apparatus and Fleet Services Heavy Equipment.
Background/History: Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.	
Executive Summary: <ul style="list-style-type: none"> Timely - This is the first renewal of potentially two, one-year renewals of existing Master contracts with Fleet Painting and Kenworth Sales. Mission essential – Both contracts will ensure capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire. Fair and Competitive – The initial master contracts were based up receipt of two, competitive sealed bids. Cost – The primary master contract with Fleet Painting will not exceed \$450,000 annually. The secondary master contract with Kenworth Sales will not exceed \$50,000 annually. 	
Budget Impact: 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: SIP Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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	



City of Spokane

**MASTER SERVICES AGREEMENT
RENEWAL 1 OF 2**

**Title: HEAVY EQUIPMENT BODY
REPAIR SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** and **CITY OF SPOKANE FLEET SERVICES**, as ("City"), a Washington municipal corporation, and **FLEET PAINTING, INC.**, whose address is 3105 East Alki, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Heavy Equipment Body Repair Services to the City of Spokane Fire Department and City of Spokane Fleet Services; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated January 14, 2019 and January 15, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on December 1, 2021 and shall run through November 30, 2022.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FOUR HUNDRED FIFTY THOUSAND AND 00/100 (\$450,000.00)** excluding applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

FLEET PAINTING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

22-027

**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.

<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:**

02/07/2022

Date Rec'd

1/25/2022

Clerk's File #

OPR 2022-0076

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5100-ON CALL FUEL FACILITY MAINTENANCE AND REPAIR SERVICES

Agenda Wording

Fleet Services would like to set up a 4 year contract for On Call Fuel Facility Maintenance and Repair Services with Coeur d' Alene Service Station Equipment, (Coeur d' Alene, ID). Total contract amount is estimated at \$300,000.

Summary (Background)

The Fleet Services Department is requesting an on-call contract to keep the fuel facility in proper operation. City vehicles fuel at this facility and it is imperative the facility be maintained for proper operation. Placing a contract in place will allow Fleet to have repairs done timely.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 300,000

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

1/24/2022 - Finance Committee

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

MMARTINEZ@SPOKANECITY.ORG

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



City of Spokane
**Preventative Maintenance
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COEUR D'ALENE SERVICE STATION EQUIPMENT, INC.**, whose address is 118 East Poplar Avenue, Coeur d'Alene, Idaho 83814 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide preventative maintenance for the equipment/building located at Central Service Center; and

WHEREAS, the Contractor was selected from an IPWQ issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 15, 2022, and ends on January 14, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

On Call Fuel Facility Maintenance and Repair Services for the City

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND NINE AND NO/100 DOLLARS (\$300,000.00)** per year, 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.

The Company shall submit its applications for payment to Fleet Services, Administration Office, 915 North Nelson Street, Spokane, Washington 99202. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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.

8. 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. 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 the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

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

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. CONSTRUAL.

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

18. 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.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This 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 the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**COEUR D'ALENE SERVICE STATION
EQUIPMENT, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work to include the following rates:

Parts Markup: 15%

Straight Time Hourly Rate - 132.00

Overtime Hourly Rate - 198.00

Holiday Hourly Rate - 264.00

Emergency Work Hourly Rate - 198.00

Attachment A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

U2021-121a

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<hr/> 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)



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Contract for On Call Fuel Facility Maintenance and Repair Services
Date:	January 24, 2022
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to set up a 4 year contract for On Call Fuel Facility Maintenance and Repair Services with Coeur d' Alene Service Station Equipment, (Coeur d' Alene, ID). Total contract amount is estimated at \$300,000.	
Executive Summary: The Fleet Services Department is requesting an on-call contract to keep the fuel facility in proper operation. City vehicles fuel at this facility and it is imperative the facility be maintained for proper operation. Placing a contract in place will allow Fleet to have repairs done timely.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

EXHIBIT A

Bid Number IPWQ 5540-21
Bid Title On Call Fuel Facility Maintenance and Repair Services
Due Date Tuesday, November 23, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Coeur d Alene Service Station Equipment, Inc.
Submitted By maree@cdasse.com maree@cdasse.com - Friday, November 19, 2021 9:14:25 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments maree@cdasse.com

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for On Call Fuel Facility Maintenance and Repair services for the City of Spokane Fleet Services Department. Services are requested on an as needed basis.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Quote represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates and most favorable service. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at the contractor's sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree

INVOICING	Invoices must be submitted to Fleet Services within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2021-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to fleetservicesaccounting@spokanecity.org or mailed to Fleet Services, 915 N Nelson Street, Spokane WA, 99202	I acknowledge and agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.	I acknowledge and agree
REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Quote submittal.	I acknowledge and agree
COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform a job on site.	Typically one.
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for the person submitting this Quote response.	Jon G. Boyd 208-661-1133 jon@cdasse.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree

2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree
2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.</p> <p>Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)</p> <p>Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and agree
D.	Statement of Intent	Yes

1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	On call Fuel Facility maintenance and repair.	I acknowledge and agree

Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual repair performed.	I acknowledge and agree
Scope of Work	Repairs and maintenance to the fuel facility, to include but not limited to: hose reels, turbines, fuel pumps, metering equipment, electronic fuel site controls, safety equipment, and other related equipment.	I acknowledge and agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	2
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Pricing	Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.	I acknowledge and agree
Non-Emergency Calls	Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 40 calls per year that could result in an estimated annual total of 80 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
Emergency Calls	Emergency calls, contractor shall be onsite within 1-2 hours of notification. On average it is estimated that there is 10 Emergency calls per year that could result in an estimated annual total of 20 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
QUOTE		
Quote Offer	We are using 50 - 2 hour calls for evaluating purposes – 80% are non-emergency calls and 20% emergency calls.	I acknowledge and agree
Straight Time Rate	Hourly Rate -	132.00
Overtime Rate	Hourly Rate -	198.00
Holiday Rate	Hourly Rate -	264.00
Emergency Work Rate	Hourly Rate -	198.00

Material Cost	Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus _____ percent	15%
Material Cost	(Percent Markup 1.00 + 0.00%) x \$25,000.00 =	28750.00
Material Cost	(Example 1 + .15% markup x \$25,000.00 = \$28,750) \$25,000 is only an estimate being used for evaluation purposes	Yes
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Quote.	0
Withdrawal of Quote	The Contractor agrees that its Quote will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	CDASSE IPWQ 5540-21 Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	COEURDA254KR
#2	Provide Contractor's U.B.I. Number	600 037222
#3	Provide Contractor's Washington Employment Security Department Number	471728007
#4	Provide Contractor's Washington Excise Tax Registration Number	600 037222
#5	Provide Contractor's City of Spokane Business Registration Number	T12015875BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and agree

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

01/24/2022

Date Rec'd

1/10/2022

Clerk's File #

CPR 1981-0043

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

MAYOR

Contact Name/Phone

TESSA DELBRIDGE 625-6716

Contact E-Mail

TDELBRIDGE@SPOKANECITY.ORG

Agenda Item TypeBoards and Commissions
Appointments**Agenda Item Name**

0520 APPOINTMENT TO ARTS COMMISSION

Agenda Wording

Appoint Michael Bethely, Dylan Le, Kelly Baker, and Audrey Overstreet to a three-year term on the Arts Commission to serve from 1/1/2022 to 12/31/2024.

Summary (Background)

Appoint Michael Bethely, Dylan Le, Kelly Baker, and Audrey Overstreet to a three-year term on the Arts Commission to serve from 1/1/2022 to 12/31/2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mhuggins@spokanearts.org

Additional Approvals**Purchasing**

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

02/07/2022

Date Rec'd

1/26/2022

Clerk's File #

ORD C36169

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

PAUL INGIOSI 509-625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0410 - ENCUMBRANCE CARRYOVER SBO

Agenda Wording

An Ordinance carrying over and re-appropriating various funds from the 2021 fiscal year for use by certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

This action carries over budget authority for 2021 obligated budget items that were not completed by year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-36161, passed by the City Council on December 13, 2021.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

WALLACE, TONYA

Study Session\OtherFinance Committee -
1/24/22**Division Director**

WALLACE, TONYA

Council Sponsor

CMs Wilkerson/Cathcart

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mmurray@spokanecity.org

Additional Approvals

ddaniels@spokanecity.org

Purchasing

jmiller@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

jstratton@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Finance
Contact Name & Phone	Paul Ingiosi – 509-625-6061
Contact Email	pingiosi@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson / Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> <input checked="" type="checkbox"/>
Agenda Item Name	SBO - Annual Encumbrance Carryover
Summary (Background)	<p><u>Background</u></p> <p>The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk's Office prior to December 31.</p> <p><u>Summary</u></p> <p>Following the close of Accounting's Period 13 for 2021, Finance staff will review all 2021 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2022 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 7, 2022 meeting. The review of the encumbrances will begin January 20, 2022 and the preparation of the SBO is anticipated to take approximately two weeks.</p> <p>For context, in recent years, the encumbrance carryover SBO has averaged approximately \$150 million across all City funds. The City's General Fund portion has averaged approximately \$3.6 million over the same period.</p>
Proposed Council Action & Date:	SBO – February 7, 2022
<p>Fiscal Impact:</p> <p>Total Cost: TBD</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Various funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

n/a

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

n/a

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

n/a

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

n/a



Agenda Sheet for City Council Meeting of:
02/07/2022

Date Rec'd	1/26/2022
Clerk's File #	ORD C36170
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 509-625-4400
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0560 - COMMUNITY JUSTICE SERVICES SPECIALIST FTE

Agenda Wording

Special Budget Ordinance to add one Community Justice Services Specialist position to the Community Justice Services department.

Summary (Background)

The City Council recently enacted two new sections in the Spokane Municipal Code regarding possession of controlled substances in the City of Spokane (SMC 10.15.225 and 10.15.230). As part of the enactment of those new sections, the City has committed to providing follow-up contacts and referral support for each person receiving law enforcement referrals for assessment and services available pursuant to RCW 10.31.110.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Expense \$ 68,000	# 1625-18100-97101-80101	
Revenue \$ 68,000	# 0690-16100-99999-39720	
Expense \$ 63,000	# 0690-16100-23100-00290	
Expense \$ 5,000	# 0690-16100-23300-53101	

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session\Other</u>	Finance & Administration Committee - 1/24/22
<u>Division Director</u>	LOGAN, MARY	<u>Council Sponsor</u>	Council President Beggs; Council Member Kinnear
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL		

Briefing Paper

Finance and Administration Committee

Division & Department:	Municipal Court
Subject:	SBO – New Position – Probation Services Specialist
Date:	January 24, 2022
Contact (email & phone):	hdelaney@spokanecity.org / 509-625-4400
City Council Sponsor:	Council President Beggs / Council Member Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	January 21, 2022
Outcome: (deliverables, delivery duties, milestones to meet)	Will allow Community Justice Services to hire staff to perform tasks required by the enactment of SMC 10.15.225 and 10.15.230.
Background/History: Council recently enacted two new Spokane Municipal Code Sections regarding possession of controlled substances in the City of Spokane, SMC 10.15.225 and 10.15.230. As part of the enactment of those new sections, the City has committed to providing follow-up contacts and referral support for each person receiving law enforcement referrals for assessment and services available pursuant to RCW 10.31.110.	
Executive Summary: With the enactment of SMC 10.15.225 and 10.15.230, the City will need to provide the follow-up contacts and referral support in furtherance of those Municipal Code sections, shortly after they become effective on January 21, 2022. The Community Justice Services Department (CJS) currently possesses the expertise and technology to complete the follow-up contacts, provide navigational support, and track all related data. It simply lacks the staff capacity to do so. The addition of a Community Justice Services Specialist to the CJS team will provide the staff capacity to provide the services anticipated by the enactment of the ordinance amendments, inside an organization that is already engaged in similar activities, with the necessary specific expertise, and the present ability to track data and report on outcomes. Total 2022 initial annual cost: \$68,000, including compensation, training, and equipment.	
Budget Impact: No impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Public Safety Levy Funds Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impact: 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: None Known challenges/barriers: None	

ORDINANCE NO C36170

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 various funds, 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 Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Public Safety Personnel and Crime Reduction Fund, the following changes be made:

- 1) Increase appropriation by \$68,000
- A) Of the increased appropriation, \$68,000 is transferred to the Community Justice Services department.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Increase revenue by \$68,000
- A) Of the increased revenue, \$68,000 is a transfer in from the Public Safety Personnel and Crime Reduction Fund to the Community Justice Services department.
- 2) Increase appropriation by \$68,000
- A) Approximately \$63,000 of the appropriation is provided solely for an additional Probation Services Specialist position (from 2 to 3 positions), funding salary and benefits.
- B) The remaining \$5,000 of the appropriation is provided solely for equipment and training related to the Probation Services Specialist position.

Section 3. 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 add one Probation Services Specialist position in response to the drug possession ordinance (SMC 10.15.225 and 10.15.230), 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: 02/07/2022

Date Rec'd	1/26/2022
Clerk's File #	ORD C36171
Renews #	

Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	JACOB MILLER 509-625-6421	Project #	
Contact E-Mail	JMILLER@SPOKANECITY.RG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - TEMPORARY WARMING CENTER EXPENSES		

Agenda Wording

Ordinance amending Ordinance C-36161 to provide additional budget authority for temporary warming center expenses.

Summary (Background)

The City of Spokane recently utilized the Spokane Convention Center as a temporary warming center for a two-week period beginning December 26, 2021 and ending January 9, 2022. Both the 2021 and 2022 budgets included \$150,000 in appropriations for the operation of temporary warming, cooling, hazardous air centers. The initial estimated cost of operating the warming center was approximately \$570,000 which includes estimates for final contract closeouts and repairs to the facility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 270,000	Budget Account	# 0100-99999-99999-99999
Expense	\$ 270,000		# 0300-53011-65410-54201
Select	\$		#
Select	\$		#

Approvals

Dept Head	MURRAY, MICHELLE	Council Notifications	
		Study Session\Other	Finance & Administration Committee - 1/24/22
Division Director	WALLACE, TONYA	Council Sponsor	Council Member Wilkerson

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

INGIOSI, PAUL

Distribution List

twallace@spokanecity.org

mmurray@spokanecity.org

pingiosi@spokanecity.org

jstratton@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Finance
Contact Name & Phone	Jacob Miller 509-625-6421
Contact Email	jmillier@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	SBO - Convention Center Temporary Shelter/Warming Center
Summary (Background)	<p>The City of Spokane recently utilized the Spokane Convention Center as a temporary warming center for a two-week period beginning December 26, 2021 and ending January 9, 2022. Both the 2021 and 2022 budgets included \$150,000 in appropriations for the operation of temporary warming, cooling, hazardous air centers. The initial estimated cost of operating the warming center was approximately \$570,000 which includes estimates for final contract closeouts and repairs to the facility.</p> <p>The Special Budget Ordinance is requesting \$270,000 in budget authority from General Fund Contingency Reserves to pay for expenses above the combined \$300,000 in 2021 and 2022 budget authority.</p>
Proposed Council Action & Date:	SBO – February 7, 2022
Fiscal Impact: Total Cost: \$270,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Contingency Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	

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

n/a

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

This proposal aligns with the City of Spokane's policy for providing temporary warming centers when low-barrier shelter occupancy is high and temperatures are forecasted to be below 32 degrees F. The Convention Center was used as a warming center out of necessity to meet the requirements of SMC set forth July 12, 2021 (SMC Section 18.05.020).

ORDINANCE NO C36171

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$270,000
 - A) Of the increased appropriation, \$270,000 is provided to the Community, Housing, and Human Services (CHHS) department solely for the purpose of funding the increased cost of warming centers and to pay for damages incurred during the use of the facility.

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 increased cost of providing a warming center at the Spokane Convention Center for Spokane's citizens, 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

Date Rec'd	12/16/2021
Clerk's File #	RES 2022-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR X6715
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	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

Division & Department:	City Council
Subject:	Resolution Establishing Year-Round 20mph Speed Limits for Certain Streets Adjacent to Parks; and Resolution Reverting High Drive Speed Limit Back to 30mph
Date:	December 13, 2021
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience; Public Safety & Community Health; PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Safe and Healthy
Deadline:	Early 2022
Outcome: (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>Background/History: 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 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>Executive Summary: These resolutions:</p> <ul style="list-style-type: none"> • 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 • Revert the speed limit along High Drive to 30mph. 	
<p>Budget Impact: 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>Operations Impact: 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:**

02/07/2022

Date Rec'd

1/25/2022

Clerk's File #

ORD C36168

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - MFTE ORDINANCE AMENDING SMC SECTION 8.15.030 D

Agenda Wording

Multiple family housing property tax exemption (MFTE); amending SMC section 8.15.030 D, by amending the map Attachment A

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council desires to modify the boundary of the existing designated residential targeted area listed in SMC 8.15.030 as set forth in Ordinance No. 36168, amending SMC 8.15.030; and, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

UE 1/10/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CP Beggs and CM

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sbishop@spokanecity.org

Additional Approvals

tblack@spokanecity.org

Purchasing

smacdonald@spokanecity.org

mpiccolo@spokanecity.org

lmeuler@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

It is the intent of the City of Spokane to designate a revised residential targeted area as set forth in Ordinance No. 36168 and as generally identified in Attachment A to the ordinance.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE Designating Residential Targeted Areas (Garland & University District)
Date:	January 10, 2022
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , x6597)
City Council Sponsor:	Council President Beggs and Council Member Stratton
Executive Sponsor:	Steve MacDonald (smacdonald@spokanecity.org x6835)
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. <p>Comprehensive Plan Land Use Policies:</p> <ul style="list-style-type: none"> LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development <p>Comprehensive Plan Housing Policies:</p> <ul style="list-style-type: none"> H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options <p>Comprehensive Plan Economic Development Policies:</p> <ul style="list-style-type: none"> ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement
Strategic Initiative:	Housing
Deadline:	Will file for Council consideration following committee meeting

Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Multi-Family Tax Exemption Target Area/Boundary changes in the Garland District and the South University District.
<p>Background/History:</p> <p>In response to the housing shortage in Spokane, it is the desire of the City to expand the MFTE boundary to again incentivizes the creation of multifamily housing in the Garland target area and to expand the MFTE boundary in the south University District following notice and public hearings as prescribed in RCW 81.14.040, the Council may designate one or more residential targeted areas, upon a finding by the Council in its sole discretion.</p> <p>Attachments:</p> <ul style="list-style-type: none"> • Attachment B: zoomed in Spokane’s Multi-Family Tax Exemption Target Area for presentations • Res of Intent to Designate RTA • Ord Amending MFTE SMC Section 8.15.030 <p>Tentative Process and Timeline:</p> <ul style="list-style-type: none"> • Jan. 10, 2022 – Urban Experience Committee Briefing • Jan. 24, 2022 - Council Agenda Briefing and action to occur on the same day (post-holiday) on Resolution of intention/setting hearing for Feb 14, 2022 • Jan. 31, 2022 – Briefing of first reading ordinance on February 7 Advance Agenda • February 7 – Briefing of “hearing on final reading ordinance” during 3:30 p.m. Briefing Session and First Reading of Ordinance held during 6:00 p.m. Session • Feb 14, 2022 – Hearing and 2nd reading of Ordinance • Ordinance replacing the Boundary Map goes into effect 30 days later 	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Adding the Garland District back into the MFTE Target Area/Boundary • Adding a small portion of the south University District into the MFTE Target Area/Boundary 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</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>	

ORDINANCE NO. C36168

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.030 D, by amending the map Attachment A: Spokane MFTE Target Area through expansion of the target area boundary.

WHEREAS, the expansion of Spokane's multi-family tax exemption (MFTE) Target Area in the Garland and the south University District urban centers will provide additional housing opportunity within the City, including affordable housing within the targeted area assisting in achieving one or more of the following purposes:

1. encouraging more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulating the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increasing the supply of mixed-income multifamily housing opportunities within the City;
4. accomplishing the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promoting community development, neighborhood revitalization, and availability of affordable housing;
6. preserving and protecting buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encouraging additional housing in areas that are consistent with planning for public transit systems.

Now, Therefore, the City of Spokane does ordain:

Section 1. That SMC section 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the

council in its sole discretion that the residential targeted area meets the following criteria:

1. The residential targeted area is within an urban center.
 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area, as shown in [Attachment A](#) , is designated as a residential targeted area under this chapter:

1. Spokane's MFTE

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in [Attachment A](#), then the entire lot shall be deemed to lie within such residential targeted area. The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

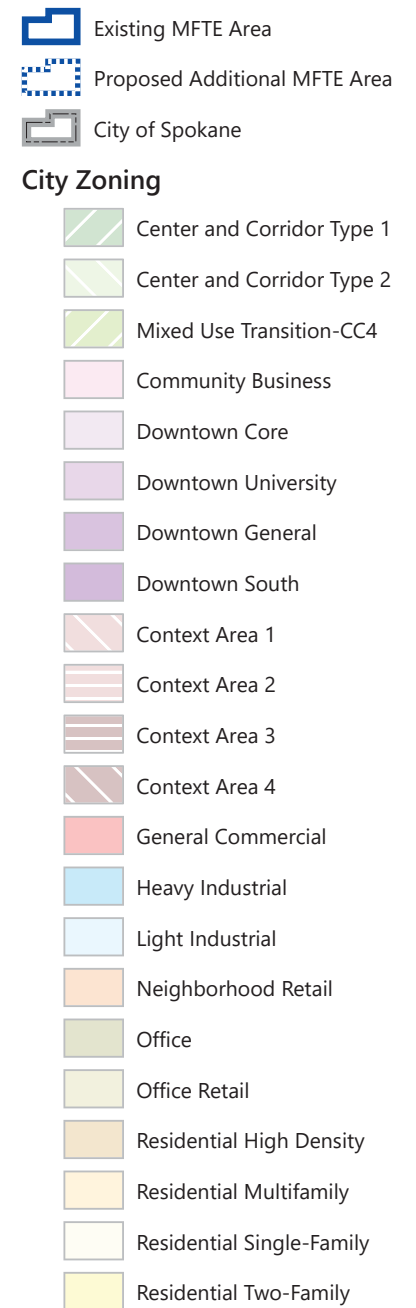
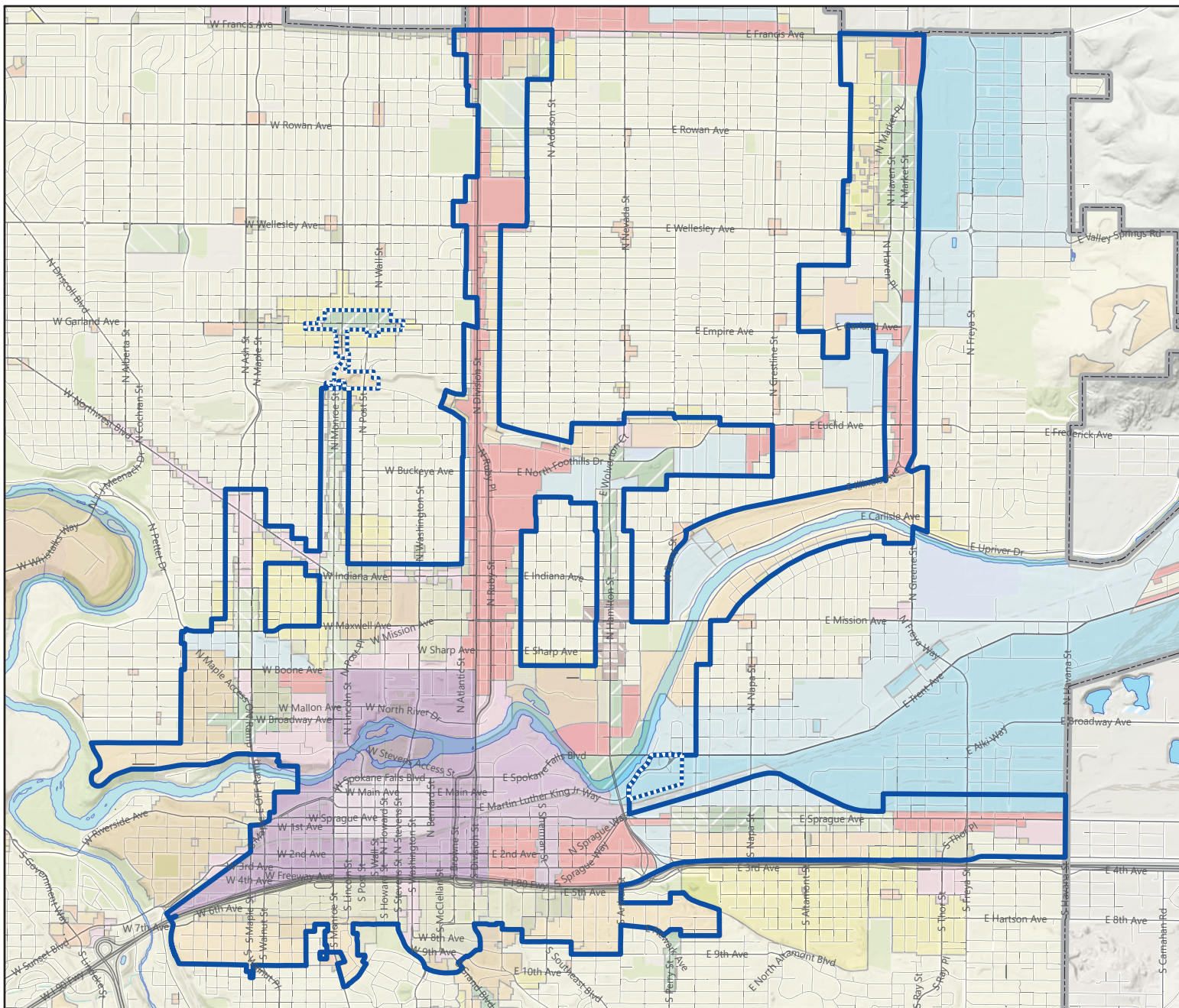
City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Attachment A: Spokane's Multi-Family Tax Exemption Target Area

December 2021

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.



Drawn By: Kevin Freibott, Planning Department Date Saved: 12/13/2021 11:40 AM
Path: H:\Planning\Projects-Current\EDS TIPS\Multi-Family Tax Exemption and City Zoning Map\MFTE Boundary\MFTE Boundary.aprx



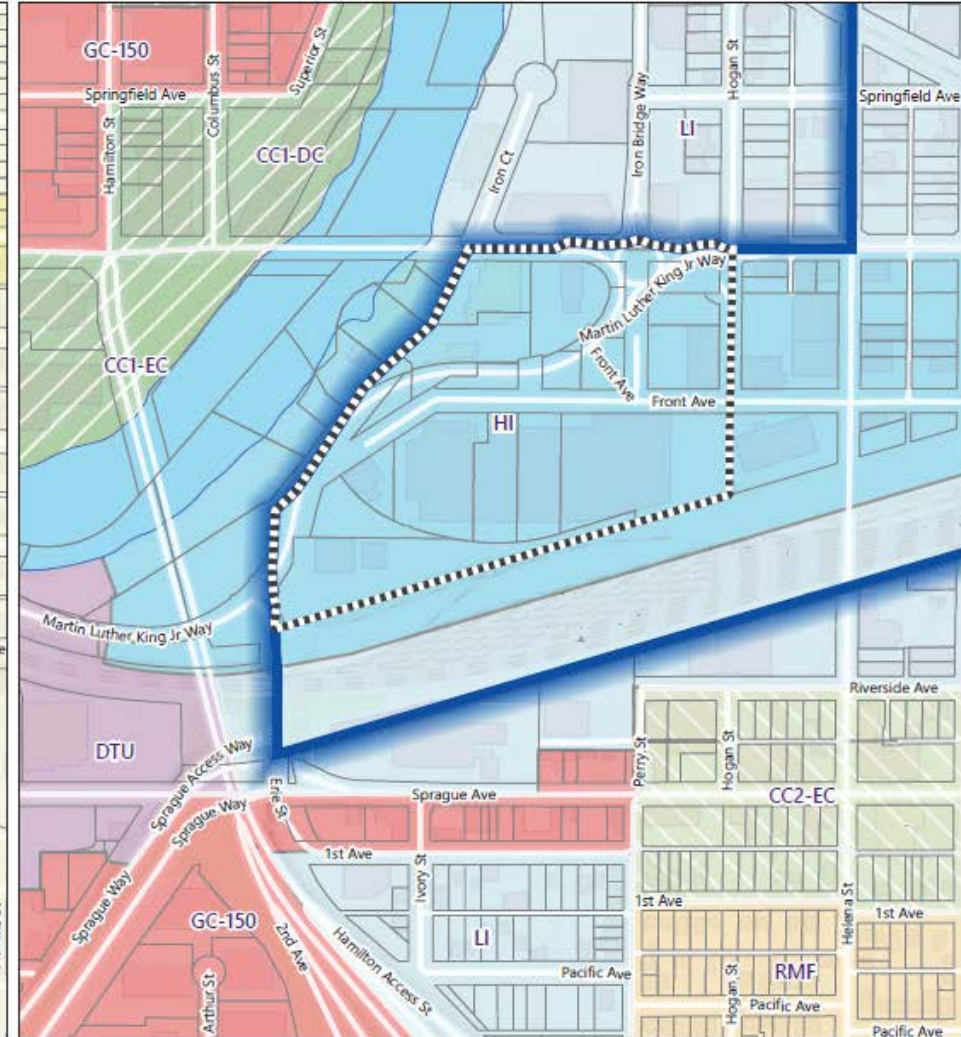
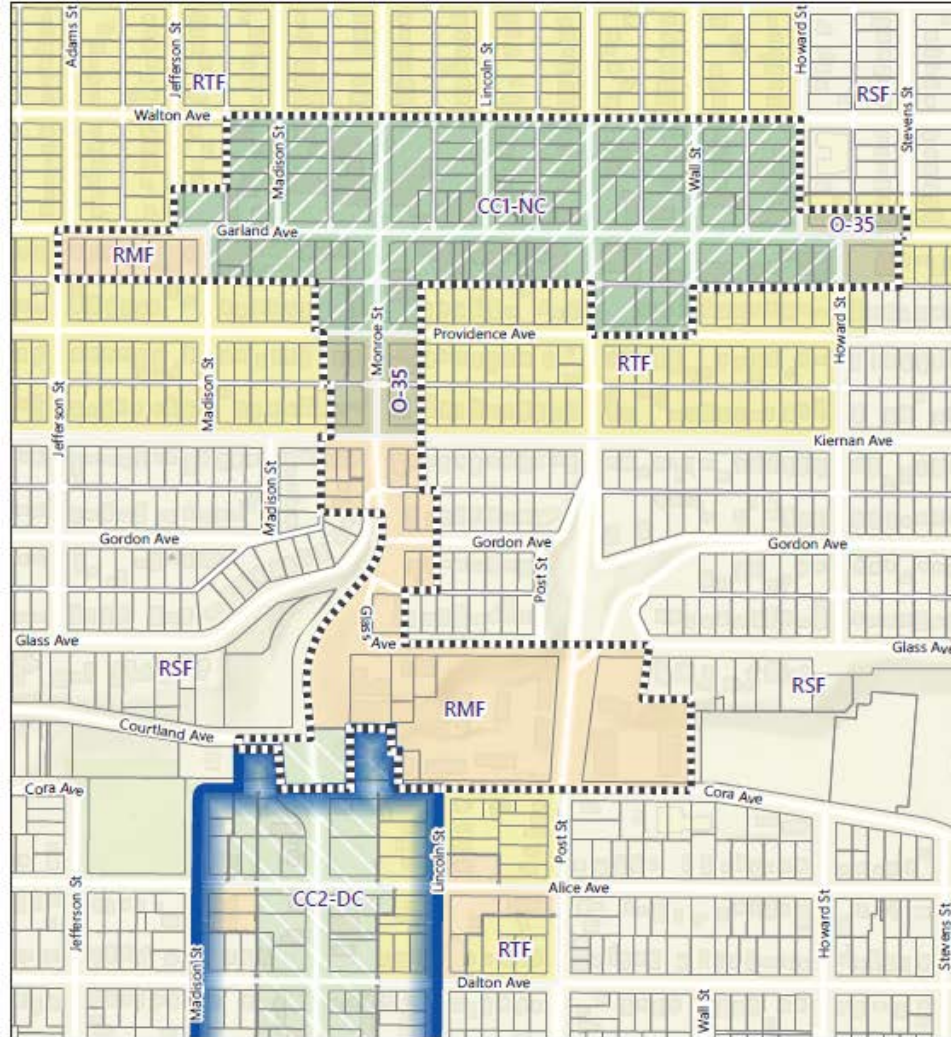
MFTE Residential Target Area Changes

In response to the housing shortage in Spokane, it is the desire of the City to expand the MFTE boundary to incentivizes the creation of multifamily housing in the Garland district and to expand the boundary in the south University District.

SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)




A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.



Attachment B: Spokane's Multi-Family Tax Exemption Target Area

December, 2021

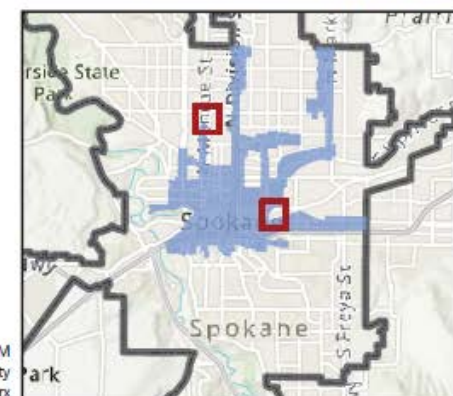
-  Proposed Additional MFTE Area
-  Existing MFTE Area
-  Parcel

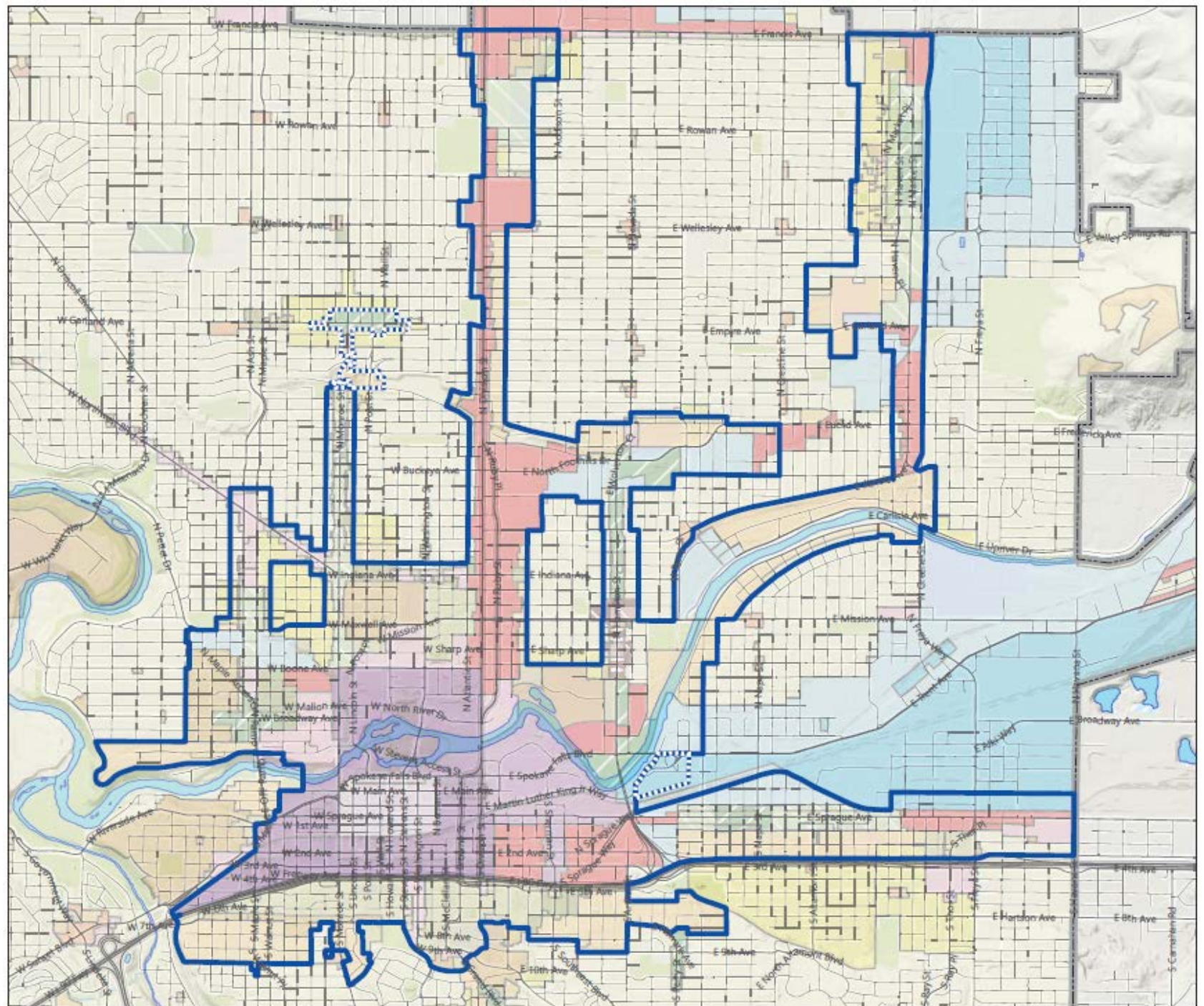
0 50 100 200 300 400 Yards

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.

Drawn By: Kevin Freibott, Planning Department Date Saved: 12/13/2021 11:40 AM

Path: H:\Planning\Projects-Current\EDS TIPS\Multi-Family Tax Exemption and City Zoning Map\MFTE Boundaries\MFTE Boundary.aprx





Residential Target Area Size

Spokane's MFTE Residential Target Area is 4,926.8 acres

Garland district will add	45.27 acres
University District will add	25.95 acres

The new revised Spokane MFTE Residential Target Area would then be 4,998.02 acres.

Tentative Process and Timeline

- Jan. 10, 2022 – Urban Experience Committee Briefing
- Jan. 24, 2022 - Council Agenda Briefing and action to occur on the same day (post-holiday) on **Resolution** of intention/setting hearing for Feb 14, 2022
- Jan. 31, 2022 – Briefing of first reading **Ordinance** on February 7 Advance Agenda
- Feb. 7, 2022 – Briefing of “hearing on final reading ordinance” during 3:30 p.m. Briefing Session and First Reading of Ordinance held during 6:00 p.m. Session
- Feb. 14, 2022 – **Hearing** and 2nd reading of Ordinance
- Ordinance replacing the Residential Target Area Map goes into effect 30 days later



Agenda Sheet for City Council Meeting of:
02/07/2022

<u>Date Rec'd</u>	1/10/2022
<u>Clerk's File #</u>	ORD C36172
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2022-0003
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	ELDON BROWN X6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 - STREET VACATION OF VARIOUS PORTIONS OF ROW NEAR ESMERALDA GOLF COURSE

Agenda Wording

Vacation of various right-of-ways in the plat of North Minnehaha as requested by LB Stone properties.

Summary (Background)

At its legislative session held on January 3, 2022, the City Council set a hearing on the above vacation for February 7, 2022. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u>	UE 12/13/21
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CM Michael Cathcart
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		rbenzie@spokanecity.org	
<u>Purchasing</u>		kbecker@spokanecity.org	

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C36172

An ordinance vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane, more particularly described below

WHEREAS, a petition for the vacation of various right-of-ways in the Northwest Quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian and in the plat of North Minnehaha Addition to Spokane, as recorded with the Spokane County Auditor on January 30, 1894 under recording number 3100009, more particularly described below has been filed with the City Clerk representing 83% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-ways described below are hereby vacated. Parcel numbers not assigned.

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

Section 2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago.

Section 3. An easement is reserved over, under, and through the North 37.5 feet of Rich Avenue, from the west line of Ralph Street to the west line of Ferrall Street for Avista Utilities and the City of Spokane.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
January 10, 2022

LOCATION: Right-of-ways bounded by Garland, Rich, Freya, and the RR tracks.

PROPONENT: LB Stone Properties

PURPOSE: The construction of a commerce park.

HEARING: May 18, 2020

REPORTS:

AVISTA UTILITIES – Regarding the referenced Street/Alley Vacations indicated on the attachment you provided to Avista and attached to this email; Avista will need to reserve 10' wide easements for existing electric and gas lines along and across the vacated portion of Rich Avenue and' reserve a 10' wide easement for existing electrical lines along and across the vacated portion of Garland Avenue.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation. If you have any questions, please call.

INLAND POWER & LIGHT – Inland Power & Light has no utility facilities in the proposed vacation area.

CENTURYLINK – CenturyLink doesn't have anything in the area to be vacated, so we have no objections.

ZAYO COMMUNICATIONS – The parcel listed as AT&T has Zayo owned facilities also. Please see the enclosed picture that shows Zayo's facilities circled in red. We will still need access by utility vehicles to this location 24/7/365. In your proposed map of vacation, you show as giving up East Garland Avenue in your proposal, but Zayo would request either full road be retained or 100% access rights. Also, the cable facilities we have are located in this same ROW from the SW proceeding east. We lease cable facilities from AT&T in this area / road also.

This needs to be referred to AT&T. I have copied Dan McGeough, AT&T West Region operations, who should be the City's contact for this lot and

ROW issue. Zayo is just a rider on the cable, but also has the facilities seen in the picture and will need 24/7/365 access.

INLAND POWER & LIGHT – Inland Power & Light has no facilities within the proposed vacation area.

INTEGRATED CAPITAL MANAGEMENT – I believe the N-S alley on the west end has already been vacated (Ordinance 7587) not sure if it was split to parcels on each side or if all went to the parcels on the west owned by BNSF. We should vacate Rich all the way to Freya.

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – 1. – How will AT&T access their site if the ROW is vacated? 2. – The intersection of Ferrell and Rich should not be vacated. The map indicates a portion would be vacated. 3. – Will the parcels on the west side be aggregated into RR ROW? Otherwise they would be inaccessible.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the Esmeralda Commerce Park Street Vacations and the Street Department has no objections to the proposed vacations.

WASTEWATER MANAGEMENT - No comments

WATER DEPARTMENT – I know this has been discussed but want to make it clear, we still have water mains in Lacrosse, Rich, and Garland. We would need to maintain a nobuild easement through these areas until the utilities are relocated.

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement is to be reserved over the North 37.5 feet of Rich Ave from the west line of Ralph St. to the west line of Ferrall St, for Avista and the City of Spokane.

2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago as recommended by City Staff.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2023.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.



**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:
02/07/2022

<u>Date Rec'd</u>	1/10/2022
<u>Clerk's File #</u>	ORD C36173
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2022-0004
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	ELDON BROWN X6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 – STREET VACATION OF THE ALLEY BETWEEN PACIFIC AND 2ND, FROM SHERMAN T

Agenda Wording

Vacation of the alley between Pacific and 2nd, from Sherman to Sheridan, as requested by Bob Cooke.

Summary (Background)

At its legislative session held on January 3, 2022, the City Council set a hearing on the above vacation for the alley between Pacific and 2nd, from Sherman to Sheridan. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MACDONALD, STEVEN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	UE 12/13/21
<u>Council Sponsor</u>	CM Michael Cathcart
<u>Distribution List</u>	
	ebrown@spokanecity.org
	edjohnson@spokanecity.org
	kbecker@spokanecity.org
	rbenzie@spokanecity.org

Additional Approvals

Purchasing

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36173

An ordinance vacating the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan Street,

WHEREAS, a petition for the vacation of the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan Street and located within the Northwest Quarter of Section 20, Township 25 North, Range 43 East, W.M. is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Zayo Communications, CenturyLink/Lumen, Comcast, and Verizon/MCI Metro to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

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.





CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT December 15, 2021

LOCATION: Alley between Pacific & 2nd – from Sheridan to Sherman

PROPONENT: RH Cooke

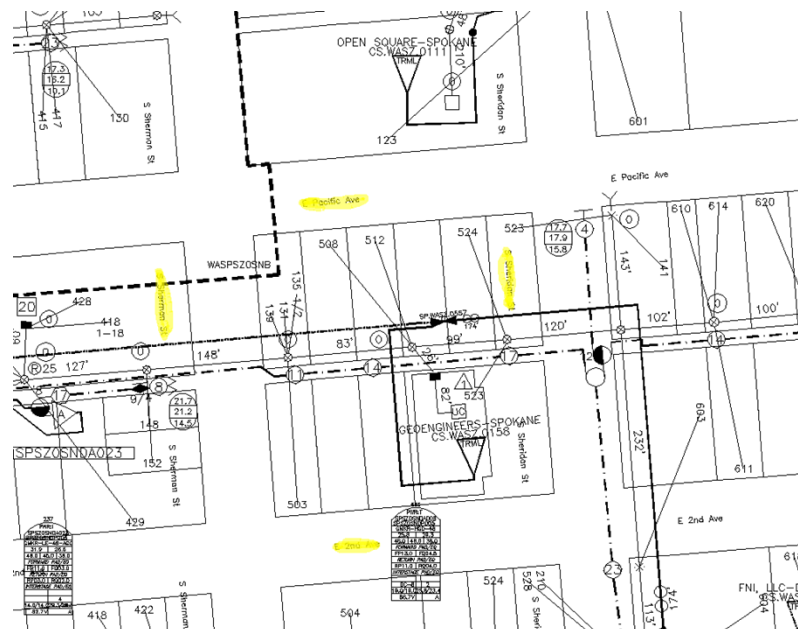
PURPOSE: Control access to reduce vandalism, illegal dumping, and graffiti.

HEARING: February 7, 2022

REPORTS:

AVISTA UTILITIES – Avista has both electric and gas distribution through the alley from Sheridan to Sherman requiring an easement in the entire vacated area.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing coax and fiber running down that alley. Comcast can't approve this vacation due to us needing access to our plant.



CENTURYLINK/LUMEN – Qwest Corporation d/b/a CENTURYLINK QC (“CenturyLink”) has reviewed the request for the subject vacation and has determined that in order to protect its facilities CenturyLink must reserve its rights.

Please SAVE AND EXCEPT an EASEMENT to CenturyLink over the following area/s:

Alley between Pacific Ave and 2nd Ave, East of Sherman St, as further described and/or depicted on the attached Exhibit “A”, said Exhibit “A” attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

INLAND POWER – Inland Power & Light has no facilities within the proposed area to vacate.

EXTENET – Extenet is all clear, we don’t have assets in this area.

ZAYO COMMUNICATIONS – Zayo/ELI currently has facilities in that Alley/requested RW Vacation area that would need to be maintained, as we provide services to customers off. Unless a relocation was completed and new design to provide services to those customers. We would request our facilities be maintained in that current ROW area.

VERIZON – Verizon has assets in the alley that can’t be relocated.

INTEGRATED CAPITAL MANAGEMENT – No comments

FIRE DEPARTMENT – No comments

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – Nothing addressed to the alley here, so no issues from 911.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

DEVELOPER SERVICES – PLANNING – The alley system is still in tack in this area, although it could use improvement. As the South University District redevelops these alley’s will provide necessary access to the parcels as the streetscape builds out. Understanding the grade change on this block this will benefit the parcels to the north of this particular stretch of alley as they build out over time. Current Planning would not support the vacation of this alley.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has reviewed the document(s), and has no comments.

WASTEWATER MANAGEMENT – Wastewater Management has no assets in the proposed vacation area. Therefore we have no objection to the vacation provided on site runoff be maintained and treated on site.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD – I agree that we should try to maintain the right of way adjacent to this alleyway but it is important to note that the alleyway to the west, north of something else deli, has a significant grade change and does not connect through as it's currently used for a garbage pickup and might already be vacated as well. In general, I'm against closing off any through connections in our alleyways especially if we (the BAB) think there is a possibility of an east connection.

BICYCLE ADVISORY BOARD - I agree that given the importance of Sherman, 2nd Ave, and Pacific in the connectivity of this area of town for all modes of traffic that there should be concern about giving up any public right of way in this part of town

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link/Lumen, Avista Utilities, Comcast, Zayo Communications, and Verizon/MCI Metro shall be retained to protect existing and future utilities.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$43,200.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. The plans for termination and closure of the alley must be submitted and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed or bonded for before final vacation approval.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive, flowing style with a large initial 'E' and a long, sweeping underline.