

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 28, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of August 28, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: : 2495 127 8671; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 28, 2023. You must sign up by 6:00 p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) 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 public testimony on legislative items (two minutes for open forum)!**

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 the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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 during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 on issues that are not part of the current or advanced agendas during 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 and avoiding unlawful harassment 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 Director of Policy and Government Relations 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. 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.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. 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.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 28, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Public Facilities District Board – One Appointment	Confirm	CPR 1989-0145
Bicycle Advisory Board – One Appointment	Confirm	CPR 1992-0059
Community, Housing, and Human Services Board – One Reappointment	Confirm	CPR 2012-0033

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Five-year Value Blanket with Coaxsher (Chelan Falls, WA) for the purchase of Dual-Certified Wildland/Uniform pants—not to exceed \$430,000. (Council Sponsors: Council President Kinnear and Council Member Cathcart) | Approve | OPR 2023-0843 |
| Rex Strickland | | |
| 2. Purchase from JDL Digital Systems, Inc. dba AIRSHIP Industries, Inc. (Redmond, WA) of Airship Video Management System for the Spokane Police | Approve | OPR 2023-0844 |

Department to allow storage of surveillance video (using existing security cameras) from the regional evidence management facility for two years—\$43,520. (Council Sponsor: Council Member Cathcart)

Shawna Ernst

- | | | | |
|-------------------------|---|------------------------------------|------------------------------|
| 3. | Value Blanket Amendment/renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment for the Waste to Energy Facility from October 1, 2023, through September 30, 2024—total cost not to exceed \$175,000 (plus tax). Due to the escalating price of diesel, an additional \$15,000 needs to be added to the current Value Blanket which runs through September 30, 2023. (Council Sponsors: Council President Kinnear and Council Member Bingle) | Approve | OPR 2019-0683
ITB 5076-19 |
| David Paine | | | |
| 4. | Value Blanket Amendment with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives for the Waste to Energy Facility from December 15, 2022, through December 14, 2023—additional \$15,000. Total annual cost: \$85,100 (plus tax). (Council Sponsors: Council President Kinnear and Council Member Bingle) | Approve | OPR 2022-0900
RFQ 5760-22 |
| David Paine | | | |
| 5. | Value Blanket Renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Chevron lubrication products and other miscellaneous items as-needed for the Waste to Energy Facility from October 1, 2023, through September 30, 2024—annual cost not to exceed \$55,000 (plus tax). (Council Sponsors: Council President Kinnear and Council Member Bingle) | Approve | OPR 2019-0682
ITB 5078-19 |
| David Paine | | | |
| 6. | Repairs and maintenance from Pape Machinery (Eugene, OR) of Wirtgen Road Profiler and Vogeles Paver for the Street Department—\$99,232.05 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0845 |
| Adam Russell | | | |
| 7. | Two-year Value Blanket with Galls, LLC (Spokane) for the Spokane Police Department procurement of ballistic body armor and external carriers from August 1, 2023, to July 31, 2025, utilizing WA State Contract # 03720—\$400,000. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2023-0846 |
| Major Mike McNab | | | |
| 8. | Contract Amendment with ABM Industry Groups, LLC (Spokane) for janitorial services for Spokane Police Department properties, increasing the contract amount due to the Labor and Industries prevailing wage | Approve &
Authorize
Contract | OPR 2021-0385
RFB 21-105 |

increase of \$.55 per hour, and adding the new South Precinct location—annual additional amount \$7,691.24. Total contract amount: \$59,235.72. (Council Sponsor: Council Member Cathcart)

Major Mike McNab

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|-----|--|------------------------|---|
| 9. | <p>Outside Special Counsel Contract Amendments with Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc. P.S. (Seattle, WA) to assist the City in the legal matters of:</p> <p>a. The Estate of David Shafer, et al. v. City of Spokane—additional \$50,000. (Total contract amount: \$100,000.)</p> <p>b. The Estate of Robert Bradley, et al. v. City of Spokane, et al.—additional \$100,000. (Total contract amount: \$150,000.)
(Council Sponsor: Council Member Cathcart)</p> | <p>Approve
All</p> | <p>OPR 2022-0842</p> <p>OPR 2023-0240</p> |
| 10. | <p>Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) to assist the City in labor negotiation and human resource advice—additional \$75,000. Total contract amount: \$200,000. (Council Sponsor: Council Member Cathcart)</p> | <p>Approve</p> | <p>OPR 2022-0481</p> |
| 11. | <p>Contract with Control Solutions Northwest, Inc. for the chiller replacement at the Combined Communications Building—\$121,920.00 (plus applicable sales tax). Requesting a 10% contingency reserve as well for any additional work. (Council Sponsors: Council President Kinnear and Council Member Cathcart)</p> | <p>Approve</p> | <p>OPR 2023-0847
IPWQ 5934-23</p> |
| 12. | <p>Interlocal Agreement with Spokane School District #81 to reimburse the school district for actual costs associated with the full-width paving of Lamonte Street from 30th Avenue to 33rd Avenue from August 1, 2023, to December 31, 2023—\$178,000. (Relates to Special Budget Ordinance C36430) (Council Sponsors: Council President Kinnear and Council Member Zappone)</p> | <p>Approve</p> | <p>OPR 2023-0848</p> |
| 13. | <p>Interlocal Agreement with Spokane School District #81 to establish funding for two school-based health centers at North Central High School and Shadle Park High School from September 1, 2023, to June 15, 2024—maximum cost \$300,000. (Council Sponsors: Council Members Zappone and Bingle)</p> | <p>Approve</p> | <p>OPR 2023-0849</p> |

Marlene Feist

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|---|---|---|
| <p>14. Four-year Spokane Fire Department Local 29 SAFO Bargaining Unit Tentative Agreement from January 1, 2021, through December 31, 2024. (Council Sponsor: Council Member Cathcart)
Tom Williams</p> | <p>Approve & Authorize Contract</p> | <p>OPR 2023-0850</p> |
| <p>15. Amendment to Interagency Agreement between Spokane Municipal Court and the Washington Traffic Safety Commission to provide additional grant funding from the U.S. Department of Transportation National Highway Traffic Safety Administration for drug and alcohol testing for DUI Court participants from October 1, 2022, to September 30, 2023—additional \$25,000 revenue. Total grant amount: \$75,000. (Relates to Special Budget Ordinance C36431) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)
Sarah Thompson</p> | <p>Approve</p> | <p>OPR 2023-0035</p> |
| <p>16. Low Bid of <u>(to be determined at bid opening to be held on August 28, 2023) (City, ST)</u> for 2023 Residential Chip Seal project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Kinnear)
Dan Buller</p> | <p>Approve</p> | <p>OPR 2023-0851
ENG 2023043</p> |
| <p>17. Report of the Mayor of pending:</p> <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> <p>b. Payroll claims of previously approved obligations through_____, 2023: \$_____.</p> | <p>Approve & Authorize Payments</p> | <p>CPR 2023-0002

CPR 2023-0003</p> |
| <p>18. City Council Meeting Minutes: _____, 2023.</p> | <p>Approve</p> | <p>CPR 2023-0013</p> |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the

City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36430 **Traffic Calming Measures Fund**
1) Increase appropriation by \$78,000.
A) Of the increased appropriation, \$78,000 is provided solely for construction of fixed assets.

and

Transportation Benefit District Fund
1) Increase appropriation by \$100,000.
A) Of the increased appropriation, \$100,000 is provided solely for construction of fixed assets.

(This action arises from the need to pave a portion of Lamonte Street per the ILA with District 81.) (Relates to Consent Agenda Item No. 12) (Council Sponsors: Council President Kinnear and Council Member Zappone)

Marlene Feist

ORD C36431 **Miscellaneous Grants Fund**
1) Increase revenue by \$25,000.
A) Of the increased revenue, \$25,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
2) Increase appropriation by \$25,000.
A) Of the increased appropriation, \$25,000 is provided solely for procurement of drug tests.

(This action arises from the need to accept the Washington Traffic Safety Commission’s DUI amended court grant.) (Relates to Consent Agenda Item No. 15) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

Sarah Thompson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0068 **Of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the Spokane Regional Collaborative for the period of August 1, 2023, through October 15, 2023. (Deferred from July 31, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Member Bingle)**

Council Member Bingle

- RES 2023-0074 **Appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear. (Council Sponsor: Council President Kinnear)**
Giacobbe Byrd
- ORD C36424 **Relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)**
Marlene Feist
- ORD C36425 **Relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)**
Marlene Feist
- ORD C36426 **Relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)**
Marlene Feist
- ORD C36427 **Relating to the rates of Solid Waste Disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)**
Marlene Feist
- ORD C36428 **Relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)**
Marlene Feist
- ORD C36429 **Relating to updates to the sewer use ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Member Bingle)**
Kyle Arrington

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

<p>H1. Hearing on Interim Zoning Ordinance C36405, passed by City Council on July 17, 2023, concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program. (Council Sponsors: Council Members Zappone and Bingle) Jeff Gunn</p>	<p>Hold Hrg./Adopt Findings of Fact</p>	<p>ORD C36405</p>
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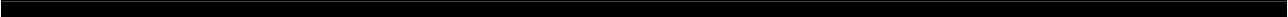
Motion to Approve Advance Agenda for August 28, 2023 (per Council Rule 2.1.2)

ADJOURNMENT

The August 28, 2023, Regular Legislative Session of the City Council will be held and is adjourned to September 11, 2023.

Note: There is no City Council meeting on Monday, September 4, 2023, due to the recognized observance of the Labor Day holiday.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



NOTES

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

08/28/2023

Date Rec'd

8/3/2023

Clerk's File #

CPR 1989-0145

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

LIZ VAN DEN BERG 509.625.6774

Project #**Contact E-Mail**

LVANDENBERG@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 - APPOINTMENT TO THE PUBLIC FACILITIES DISTRICT BOARD

Agenda Wording

Cami Eakins, 1st Term, Public Facilities District Board, 4 Year Term, 8/22/2023-8/21/2027

Summary (Background)

Cami Eakins, 1st Term, Public Facilities District Board, 4 Year Term, 8/22/2023-8/21/2027

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

JONES, GARRETT

Study Session\Other

August 28, 2023

Division Director**Council Sponsor****Finance****Distribution List****Legal****For the Mayor**

JONES, GARRETT

Additional Approvals**Purchasing**

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

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	CPR 1992-0059
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	LIZ VAN DEN BERG 509.625.6774
Contact E-Mail	LVANDENBERG@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO THE BICYCLE ADVISORY BOARD

Agenda Wording

Brian Falteisek, 1st Term, Bicycle Advisory Board, 3 Year Term, 8/28/2023-8/27/2026

Summary (Background)

Brian Falteisek, 1st Term, Bicycle Advisory Board, 3 Year Term, 8/28/2023-8/27/2026

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals**Dept Head** JONES, GARRETT**Division Director****Finance****Legal****For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** August 21, 2023**Council Sponsor** Council President Kinnear**Distribution List**

jchurchill@spokanecity.org

inote@spokanecity.org

rshea@spokanecity.org



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	LIZ VAN DEN BERG 509.625.6774
Contact E-Mail	LVANDENBERG@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO THE COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD

Agenda Wording
 Jeri Rathbun, 2nd Term, Community, Housing, and Human Services Board, 3 Year Term, 03/17/2023-03/16/2023

Summary (Background)
 Jeri Rathbun, 2nd Term, Community, Housing, and Human Services Board, 3 Year Term, 03/17/2023-03/16/2023

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	JONES, GARRETT	Study Session\Other	None needed - reappointment
Division Director		Council Sponsor	Council President Kinnear
Finance		Distribution List	
Legal			
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			

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

08/28/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2023-0843
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	REX STRICKLAND X7004
Contact E-Mail	RSTRICKLAND@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1970 - VALUE BLANKET FOR SFD DUAL CERTIFIED WILDLAND/UNIFORM PANTS

Agenda Wording

Value Blanket purchase with Coaxsher for Dual-Certified Wildland/Uniform pants. The Spokane Fire Department is seeking approval for a five year Value Blanket Order for a total cost not to exceed \$430,000.00.

Summary (Background)

Dual-certified pants meet strict NFPA standards. They are classified by UL to meet NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and NFPA 1975 Standard on Station/Work Uniforms for Emergency Services. Spokane Fire completed the Standardization process with regard to switching to these pants as their "Standard" through Purchasing which was approved by the Purchasing Director.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 430,000.00

Select \$

Select \$

Select \$

Budget Account

SFD CAPITAL SIP FUNDS & OPERATING FUNDS

#

#

#

Approvals**Dept Head** SCHAEFFER, BRIAN**Division Director** SCHAEFFER, BRIAN**Finance** SCHMITT, KEVIN**Legal** BEATTIE, LAUREN**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** PSCH 7/31/2023**Council Sponsor** CP KINNEAR & CM CATHCART**Distribution List**

rstrickland@spokanecity.org

jstevens@spokanecity.org

tprince@spokanecity.org

fireaccounting@spokanecity.org

kschmitt@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Spokane Fire Department
Contact Name	DFC Rex Strickland
Contact Email & Phone	rstrickland@spokanecity.org 509-435-7004
Council Sponsor(s)	Kinnear & Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value Blanket for Dual-Certified Wildland/Uniform pants
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The purpose of this summary is to provide a comprehensive background that supports the City Council's decision to procure dual-certified personal protective garments, specifically pants, for the fire department. These pants are designed to replace outdated single-use wildland pants and address various operational challenges faced by the department. The proposed procurement plan involves acquiring one pair of these pants annually for three years, followed by their introduction as standard issue attire.</p> <p>The fire department currently relies on decades-old single-use wildland pants that are ill-suited for modern firefighting needs. These pants have limited functionality and hinder movement, which can pose significant safety risks for firefighters during emergencies. Switching from our standard Nomex uniform pants into wildland pants slows response times.</p> <p>The City faces a growing risk of wildland urban interface (WUI) fires, where urban areas are in close proximity to natural vegetation. Responding to these fast-burning fires requires specialized gear that can withstand intense heat and provide reliable protection. Dual-certified pants will enable firefighters to respond more effectively to WUI fires, enhancing the safety of both residents and emergency personnel.</p> <p>The current uniform pants restrict movement, hindering firefighters' ability to navigate challenging terrains and perform critical tasks efficiently. Dual-certified pants are specifically designed to provide greater ergonomics, enabling firefighters to move with ease and agility. This improved mobility will enhance their effectiveness during emergency operations and reduce overheating and premature fatigue experience when wearing two pair of pants.</p> <p>While more expensive individually than the standard uniform pants, the dual-certified pants are less expensive than purchasing two pair of mission-specific pants.</p> <ul style="list-style-type: none"> • Dual Certified pants: \$215 • Uniform pants: \$129 • Wildland pants: \$225 <p>Dual-certified pants meet strict NFPA standards. They are classified by UL to meet NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and NFPA 1975 Standard on Station/Work Uniforms for Emergency Services.</p> <p>Spokane Fire completed the Standardization process with regard to switching to these pants as their "Standard" through Purchasing which was approved by the Purchasing Director.</p>

	Spokane Fire is requesting a five-year value blanket with an annual amount not to exceed of \$86,000.
Proposed Council Action	Approve five (5) year Value Blanket Order
<p>Fiscal Impact</p> <p>Total Cost: <u>\$430,000.00</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: SFD Capital SIP funds & Operating funds</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>No impacts are known or anticipated. The wear trial group included employees of different body shapes and genders.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Continual assessment will be solicited as the pants are introduced to the entire department.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Continual feedback assessments will be solicited as the pants are introduced to the entire department.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Aligns with SFD Strategic Plan to ensure safety of SFD members.</p>	

BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER \$5,000

A brand name description is defined as:

A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:

The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- | | |
|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Brand Name Justification |
| <input checked="" type="checkbox"/> | Standardization Justification |

What product are you standardizing:

Wildland dual compliant fire fighting pants

This brand name or standardization is necessary because (Check all that apply):

- | | |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/> | Interchangeability |
| <input type="checkbox"/> | Expertise |
| <input type="checkbox"/> | Compatibility |
| <input type="checkbox"/> | Maintenance |
| <input checked="" type="checkbox"/> | Regulation/Law |
| <input checked="" type="checkbox"/> | Uniformity |
| <input checked="" type="checkbox"/> | Prior Functionality Testing |
| <input type="checkbox"/> | Other - _____ |
| <input type="checkbox"/> | Other - _____ |

Describe the reasons above.

According to the law, SFD is obligated to provide fire retardant pants to their first responders. Presently, they are procuring two distinct types of pants - one for daily uniforms and another for wildland firefighting. SFD is looking for a solution that can serve as dual-compliant pants suitable for both purposes. They conducted a test of three different types of pants available in the market and identified Coaxsher as the most effective option.

Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.

See Dual-Compliant Pant Wear Trial Attachment

<p>How was performance effectiveness demonstrated? Include existing conditions, prior history, and equipment longevity or durability.</p>	<p>To comply with federal regulations, firefighters are currently buying various types of fire retardant pants. However, SFD is striving to reduce this complexity by searching for a single pair of pants that can satisfy the regulations. To this end, they tested three types of pants available that meet the criteria on the market for comfort, durability, and mobility. After evaluating their options, they found that Coaxsher offers the most suitable pants at a reasonable price.</p>
<p>If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred?</p>	<p>If the proposal for standardization is not approved, the Spokane Fire Department will continue to bear the additional cost of buying various types of fire retardant clothing. Coaxsher is offering an affordable solution to SFD's concerns</p>
<p>What are the associated risks of non-standardization?</p>	<p>The potential risks involved comprise of reduced mobility and comfort, compromised safety, as well as increased expenses.</p>
<p>List any additional facts supporting the standardization or brand name justification.</p>	<p>Purchasing the appropriate gear can help mitigate the risks associated with the dangers of being a firefighter. The use of fire retardant pants, especially those that are functional and comfortable, can improve firefighter's safety.</p>

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.



Apr 6, 2023

Signature (Requestor)


Date

Printed Name:

Title:

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.



[Brian Schaeffer \(Apr 6, 2023 10:23 PDT\)](#)

Apr 6, 2023


Signature

Date

Printed Name:

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.


Jason Newmanicky (Apr 7, 2023 08:51 PDT)

Signature

Date **Apr 7, 2023**

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

The field multi-season wear trial for the dual-compliant fire resistant (FR) pants consisted of trials for three manufacturers' dual-compliant pants over three (3) seasons with six (6) Spokane Fire Department (SFD) members of different body shapes, sizes, and genders, including firefighters, FEOs, lieutenants, captains, and deputy fire chiefs. The three manufacturers were Crew Boss, Workrite, and Coaxsher. The dual-compliant pants combine a standard FR uniform pant with a wildland-compliant FR pant.

The purpose of moving to dual-compliant FR pants is to increase response times, reduce overheating caused by wearing two pants, increase compliance, improve mobility, and reduce heat-related injuries.

The wear trial evaluated the following criteria:

- Wear throughout the shift
- Wear under bunker pants
- Comfort
- Mobility
- Wear over time
- Colorfastness over time
- Overall comments

The evaluators were asked to wear each pant for two (2) days in succession and report on an online survey on day two. We wanted each manufacturer's pants to be worn each month in two-day cycles. The evaluation went from September 2021 to February 2022, covering late summer, fall, and winter.

The two wear factors measured were Comfort and Mobility. Each factor was measured on a scale of 0-100. The average scores across all pants and evaluators were:

COMFORT	CrewBoss	80	80	75	80	75	75	78%
	Coaxsher	85	87	84	85	80	95	86%
	Workrite	80	88	60	90	75	75	78%
MOBILITY	CrewBoss	80	82	75	80	70	75	77%
	Coaxsher	95	95	91	94	85	90	92%
	Workrite	80	80	60	90	65	70	74%

*Due to a manufacturer defect, the Coaxsher pants were replaced early in the cycle.

The consensus from the evaluation group was that the Coaxsher Tyee dual-compliant FR pants were the preferred pants.












Copy of SFD Standardization Justification Form

Final Audit Report

2023-04-07

Created:	2023-04-04
By:	Jason Nechanicky (jnechanicky@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA358nzspeDIZOLsuBjEe6tPnMYProE486

"Copy of SFD Standardization Justification Form" History

-  Document created by Jason Nechanicky (jnechanicky@spokanecity.org)
2023-04-04 - 10:28:30 PM GMT
-  Document emailed to Rex Strickland (rstrickland@spokanecity.org) for signature
2023-04-04 - 10:29:46 PM GMT
-  Email viewed by Rex Strickland (rstrickland@spokanecity.org)
2023-04-06 - 5:21:56 PM GMT
-  Document e-signed by Rex Strickland (rstrickland@spokanecity.org)
Signature Date: 2023-04-06 - 5:22:45 PM GMT - Time Source: server
-  Document emailed to Brian Schaeffer (bschaeffer@spokanecity.org) for signature
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2023-04-06 - 5:23:10 PM GMT
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Signature Date: 2023-04-06 - 5:23:24 PM GMT - Time Source: server
-  Document emailed to Jason Nechanicky (jnechanicky@spokanecity.org) for signature
2023-04-06 - 5:23:25 PM GMT
-  Email viewed by Jason Nechanicky (jnechanicky@spokanecity.org)
2023-04-07 - 3:51:04 PM GMT
-  Document e-signed by Jason Nechanicky (jnechanicky@spokanecity.org)
Signature Date: 2023-04-07 - 3:51:13 PM GMT - Time Source: server
-  Agreement completed.
2023-04-07 - 3:51:13 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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

08/28/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2023-0844
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 25227

Submitting Dept	POLICE
Contact Name/Phone	SHAWNA ERNST 625-4106
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	PURCHASE OF AIRSHIP VIDEO MANAGEMENT SYSTEM

Agenda Wording

Seeking approval to purchase Airship Video Management System.

Summary (Background)

Purchase of Airship Video Management System to allow SPD to store surveillance video (using existing security cameras) from the regional evidence management facility for two years. Storing video for this period of time aligns with accreditation standards for evidentiary facilities. This purchase is our second purchase from Airship this year, bringing the total cost over \$50,000. We use Airship Video Management for other surveillance cameras.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 43,520.00

Select \$

Select \$

Select \$

Budget Account

5902-79115-21250-54820-99999

#

#

#

Approvals**Dept Head** MEIDL, CRAIG**Division Director** MEIDL, CRAIG**Finance** SCHMITT, KEVIN**Legal** BEATTIE, LAUREN**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** PSCHC 07/31/2023**Council Sponsor** CM Cathcart**Distribution List**

spdfinance@spokanepolice.org

sernst@spokanepolice.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org 625-4106
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Airship Purchase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Purchase of Airship Video Management System to allow SPD to store surveillance video (using existing security cameras) from the regional evidence management facility for two years. Storing video for this period of time aligns with accreditation standards for evidentiary facilities.</p> <p>This purchase is our second purchase from Airship this year, bringing the total cost over \$50,000. We use Airship Video Management for other surveillance cameras.</p>
Proposed Council Action	Approval to Purchase
<p>Fiscal Impact Total Cost: <u>\$43,520</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Regional Property Facility Auction Funds Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Initial purchase includes the server and two years of software licensing. Software will need to be renewed in 2025. Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
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

JDL Digital Systems, Inc.
 DBA: AIRSHIP Industries, Inc.
 12226 134th Court NE
 Redmond, WA 98052
 DUNS#: 165 449 872



Date	Quote #
6/13/2023	15681

Name / Address
Spokane Police Department Orin Fitzgerald 1100 W. Mallon Ave Spokane, WA 99260

Good Until	Sales POC	Phone #	Send your PO to
7/31/2023	Josh Wise	(206) 854-3026	invoices@airshipvms.com

Item	Description	Qty	Price	Amount
AIR-CAM-LIC-ENT	Refreshed Quote Q-00357 Airship Enterprise Device License. Includes Airship's Enterprise Management System (EMS) application, and underlying software applications required for an enterprise software deployment. Also includes advanced device integration, Case Management for technical operations, and Evidence Discovery Server.	64	400.00	25,600.00
Gold-Support	Airship Advantage: Annual Gold Support Software Maintenance Agreement per Stream License, per Year	64	280.00	17,920.00
	AIR-CAM: Two Years WA-Spokane Sales Tax		8.90%	0.00
Total				\$43,520.00

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

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2019-0683
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5076-19
Requisition #	VALUE BLANKET

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

Agenda Wording

Value blanket amendment/renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from Oct. 1, 2023-Sep. 30, 2024 with a total cost not to exceed \$175,000.00 plus tax.

Summary (Background)

Ultra-low sulfur #2 dyed diesel is required for the operation of the WTE Facility. Based on their response to ITB 5076-19 for the purchase of this diesel, Eljay Oil was awarded a value blanket for three (3) years from Oct. 1, 2019 - Sep. 30, 2022, with the option of two additional one-year renewals. This will be the final renewal. Due to the escalating price of diesel, an additional \$15,000.00 will need added to the current value blanket as well, which runs through Sep. 30, 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 160,000.00	2023-2024
Expense	\$ 15,000.00	2023 Amendment
Select	\$	
Select	\$	

Budget Account

#	4490-44100-37148-53303
#	4490-44100-37148-53303
#	
#	

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 7-24-23
Council Sponsor	CP Kinnear, CM Bingle
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
Additional Approvals	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal and amendment for ultra-low sulfur #2 dyed diesel and supporting equipment.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. During each scheduled maintenance outage, a vendor provides a 500-gallon double-lined tank and an electric pump and refuels the 500-gallon double-line tank and a 250-gallon air compressor. The vendor must be able to meet outage refueling/top off schedules that could be every 8 hours around the clock, twice a day, or even once a day. On July 31, 2019, bids for ITB 5076-19 were received for the purchase of this diesel and supporting equipment and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.</p> <p>The initial value blanket term was for three (3) years from October 1, 2019, thru September 30, 2022, with the option of two additional one-year renewals. This will be the final renewal and will span from Oct. 1, 2023, through Sep. 30, 2024, with an estimated cost not to exceed \$175,000.00 plus tax.</p> <p>Due to the escalating price of diesel over the last two years, an additional \$15,000.00 will need added to the current value blanket as well, which runs through Sep. 30, 2023 for an overall annual cost of \$175,000.00 plus tax.</p>
Proposed Council Action	Council approval of value blanket renewal
Fiscal Impact	
Total Cost: <u>2022-2023 VB \$15,000.00 additional, \$175,000.00 total. 2023-2024 \$175,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 2023 SWD Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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?

The contractor is governed by WA L&I.


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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



	ELJAY		
	VB-301084-000	VB-301084-001	VB-301084-002
	3-Year Base Period	1st Opt Yr	1st Opt Year
	Valid 10/1/2019 through 9/30/2022	Valid from 10/1/2022 through 9/30/2023	Valid from 10/1/2023 through 9/30/2024
Item	Bid Margin Per Gallon	Unit Price Each	Unit Price Each
<p>The bidder must bid a "per gallon" bid margin. A maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis will be considered. Bid Margin will remain firm for the first term of the contract, implied first year of original contract. Bidder shall enter its "per gallon" bid margin. Enter our (4) numbers to the right of the decimal point. The bid margin shall use the OPIS Average Price for the ULSD No.2 as the base price. Bid margins must include the following: freight costs, gross profit, dye charges, and any other fees or charges assessed by the company on customer purchases. Bid margins must exclude sale tax.</p>	\$0.2350 "Per Gallon" Bid Margin	\$0.648 "Per Gallon" Bid Margin	\$ 0.648 "Per Gallon" Bid Margin
	Unit Price	Unit Price	Unit Price
Service Fee for Weekend and Night Deliveries. It is estimated that there could be 50 more or less Weekend and Or Night Deliveries per year.	\$75.00	\$150 Per Hour	150.00 per hour
Provide Power Service Diesel Fuel Supplement, PSDS351E (brand name or equal) when refilling as required based on temperature.	\$6.62	\$6.62 Per Quart	6.62 per auart
Provide Power Service Diesel Fuel Supplement, PSDS436E (brand name or equal) when refilling as required based on temperature.	\$16.62	\$16.62 per 64 oz	16.62 per 80ox
Eljay Oil	Base Year Pricing Was Per Eljay's response to ITB 5076-19		Name Randy Folkins
Randy Folkins - President Randy@Eljayoil.com			Signature Randy Folkins
509 926 9595			Date 7/6/2023



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2022-0900
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5760-22
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 PURCHASE OF VARIABLE FREQUENCY DRIVES (VFD'S) FOR THE WTE

Agenda Wording
 Value blanket amendment with cost with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives for the WTE from Dec. 15, 2022 - Dec. 14, 2023 with an addl. cost of \$15,000.00 for a total annual cost of \$85,100.00 plus tax.

Summary (Background)
 The VFD's support the WTE's replacement efforts for the boiler fans. On Oct 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these VFD's and Dykman was selected as the low cost bidder. The initial value blanket award was for one year and allowed four (4) one-year renewals with a total cost of \$70,100.00. An additional drive is needed prior to the renewal of the current value blanket so an additional \$15,000.00 plus tax is needed to place the order.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 15,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 7-24-23
Division Director	FEIST, MARLENE	Council Sponsor	CP Kinnear, CM Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	JONES, GARRETT	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket amendment for the purchase of variable frequency drives (VFD) for the WTE.
Summary (Background)	<p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award was for one year with the possibility of four (4) additional one-year renewals. The current term is from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p> <p>An additional drive is needed prior to the renewal date of this value blanket, so an additional \$15,000.00 plus tax is needed to place the order.</p>
Proposed Council Action	Council approval of VB amendment.
Fiscal Impact: Total Cost: \$15,000.00 plus tax additional. Overall annual cost of \$85,100.00 plus 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 Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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?

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

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

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2019-0682
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5078-19
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET FOR LUBRICATION PRODUCTS AT THE WTE

Agenda Wording

Value blanket renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Chevron lubrication products and other misc. items as-needed from Oct. 1, 2023 through Sep. 30, 2024 with an annual cost not to exceed \$55,000.00 plus tax.

Summary (Background)

The WTE Facility uses specific and unique lubrication products on its various equipment. On Jul. 15, 2019 bidding closed on ITB 5078-19 for these products and Eljay Oil was the low-cost bidder. The value blanket award was for three (3) years with the option of two (2) additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 55,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53302

#

#

#

Approvals**Dept Head** AVERYT, CHRIS**Division Director** FEIST, MARLENE**Finance** ALBIN-MOORE, ANGELA**Legal** HARRINGTON, MARGARET**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** PIES 7/24/23**Council Sponsor** CP Kinnear, CM Bingle**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for lubrication products at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for ITB 5078-19 were received for these Lube Products and Miscellaneous Associated items and Eljay Oil was determined to be the lowest cost bidder.</p> <p>The initial value blanket for this was for three (3) years with the option of two (2) additional one-year renewals and spanned from October 1, 2019, through September 30, 2022, with an annual cost of \$55,000.00. (\$165,000.00 for the three (3) year term.)</p> <p>This will be the final renewal and will span from October 1, 2023, through September 30, 2024, with an estimated cost not to exceed \$55,000.00 plus tax.</p>
Proposed Council Action	Council approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$55,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.
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?	The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



ELJAY

		VB-301083-000	VB-301083-001	VB-301083-002
		3-Year Base Period	1st Opt Year	2nd Opt Year
		Valid 10-1-2019 through 9/30/2022	Valid from 10/1/2022 through 9/30/2023	2nd Option Would Be Valid from 10/1/2023 through 9/30/2024
Item	Unit Price	Unit Price Would be Valid To:		Cost of Goods Sold Index
Percent Off List Cost to be provided should additional Lube Products and Associated Miscellaneous Items that are not listed but may be realized are needed at a future point in time		15% Off List Cost	15% Off List Cost	
220155719	Chv Supreme SAE 10W-30; case	\$29.61	\$55.08	\$55.08
220059719	Chv Supreme SAE 10W-40; case	\$29.61	\$55.08	55.08
222290388	Chv DELO 400 SDE 15/40; case	\$110.97	\$86.97	86.97
222290448	Chev Delo 400 SDE 15/40; pail	\$117.00	\$97.25	97.25
223022319	Chv Delo Gear EP 5 80/90; 48 quart	\$158.88	\$163.34	163.34
226502721	Chv ATF MD-3; case	\$29.61	\$103.32	103.32
226606448	Chv 1000 THF ; pail	\$118.70	\$119.55	119.55
226821486	Chv Havoline 50/50 AF/C; case	\$82.68	\$82.68	82.68
227808982	Chv DELO 50/50 ELC B; case	\$117.60	\$109.90	109.9
233703448	Chv Soluble Oil B; pail	\$83.05	\$120.38	120.38
238011642	Chv Ultra-Duty GRS EP 2; case	\$699.20	\$175.25	175.25
238011873	Chv Ultra-Duty GR NLGI 2; keg	\$1,944.00	\$623.51	623.51
253026981	Chv Turbine Oil GST 32; drum	\$2,050.95	\$1,166.55	1166.55
273228448	Chv Rando HD ISO 100; pail	\$64.70	\$116.25	116.25
273228981	Chv Rando HD ISO 100; drum	\$702.35	\$1,084.05	1084.05
273278981	Chv Rando HD Oil ISO 46; drum	\$2,708.75	\$848.65	848.65
273279981	Chv Rando HD Oil ISO 68; drum	\$1,081.50	\$848.65	848.65
USA DEF	Diesel Exhaust Fluid; drum	\$844.80	\$213.95	213.95
Eljay Oil		Base Year Pricing Was Per Eljay's response to ITB 5078-19	Name	
Randy Folkins - President Randy@Eljayoil.com Pat Sine Pat@eljayoil.com 509 385 5194			Signature	
509 926 9595			Date	
				7/6/2023

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

08/28/2023

Date Rec'd	8/14/2023
Clerk's File #	OPR 2023-0845
Renews #	
Cross Ref #	
Project #	
Bid #	WIRTGEN DEALER
Requisition #	BT

Submitting Dept	FLEET SERVICES
Contact Name/Phone	ADAM RUSSELL 232-8843
Contact E-Mail	ATRUSSELL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - WIRTGEN ROAD PROFILER MAINTENANCE & VOGELE PAVER REPAIR

Agenda Wording
 Approve payment of Wirtgen Road Profiler maintenance and Vogele Paver repair - \$99,232.05 including tax

Summary (Background)
 The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season. The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26 The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 99,232.05	# 5100-71700-48348-54803
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 7/24/23
Division Director	WALLACE, TONYA	Council Sponsor	CP Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	tprince@spokanecity.org	
For the Mayor	JONES, GARRETT	fleetservicesaccounting@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Adam Russell
Contact Email & Phone	arussell@spokanecity.org (509) 232-8843
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 - Wirtgen Road Profiler Maintenance & Vogele Paver Repair
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season.</p> <p>The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26</p> <p>The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417.79</p>
Proposed Council Action	PIES Review / Approval – July 24 th Session
<p>Fiscal Impact \$99,232.05 Total Cost: <u>\$99,232.05</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Dept. Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



INVOICE DATE	INVOICE NO.
6-06-23	7002442



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	1		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 001			
(L) INSPECT/QUOTE			
PERFORMED FULL MACHINE INSPECTION. ESTIMATED AND QUOTED ALL REPAIRS. CONTACTED CLINT HARRIS AND JAMES DYKES FOR APPROVAL.			
PARTS	LABOR		
.00	2,662.92	TIME/MATERIALS	2,662.92
.00	237.00	STATE/LOCAL TAX	237.00
		SEGMENT TOTAL-->	2,899.92
SEGMENT 002			
REAR SCRAPER DOOR EDGES			
REPLACED REAR SCRAPER DOOR EDGES. REMOVED OLD EDGES AND CLEANED MATING SURFACE ON SCRAPER DOOR. INSTALLED NEW EDGES WITH NEW HARDWARE.			
2	146456 SCRAPER	188.62	377.24
2	146457 SCRAPER	226.67	453.34
2	146458 SCRAPER	226.67	453.34
2	146459 SCRAPER	124.09	248.18
22	4419 SCREW	.60	13.20
24	5269 HEXAGONAL N	.60	14.40
22	5274 WASHER	.69	15.18
	INBOUND FREIGHT		32.00
PARTS	LABOR		
1,606.88	358.47	TIME/MATERIALS	1,965.35
143.01	31.90	STATE/LOCAL TAX	174.91
		SEGMENT TOTAL-->	2,140.26
SEGMENT 003			
DISCHARGE CONVEYOR CATCH PAN			
REPLACED WORN DISCHARGE CONVEYOR CATCH PAN. REMOVED OLD PAN. INSTALLED NEW PAN WITH NEW SEALING RUBBER.			

<i>Payment should be by cash, check or ACH/wire transfer</i>		DESCRIPTION	AMOUNT
SUBMIT PAYMENTS ONLY TO:		TOTAL PARTS	
Papé Machinery		TOTAL LABOR	
PO Box 35144 #5077		SPECIAL SERVICES	
Seattle, WA 98124-5144			
www.papemachinery.com		PLEASE PAY THIS TOTAL >	CONTINUED >



INVOICE DATE	INVOICE NO.
6-06-23	7002442



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	2		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 003 CONTINUED			
1	2099024 CHUTE	1,787.00	1,787.00
1	2116823 RUBBER	75.77	75.77
1	90182 WIPER RUBBER	167.13	167.13
	INBOUND FREIGHT		23.00
	INBOUND FREIGHT		156.00
PARTS		LABOR	
2,208.90		358.47	
196.58		31.90	
		TIME/MATERIALS	2,567.37
		STATE/LOCAL TAX	228.48
		SEGMENT TOTAL-->	2,795.85
SEGMENT 004			
DIESEL TANK ACCESS COVER SEAL REMOVED LEAKING FUEL TANK COVER. INSTALLED NEW SEAL. REINSTALLED COVER.			
1	193296 PROFILED SEA	20.53	20.53
	INBOUND FREIGHT		13.00
PARTS		LABOR	
33.53		169.55	
2.99		15.09	
		TIME/MATERIALS	203.08
		STATE/LOCAL TAX	18.08
		SEGMENT TOTAL-->	221.16
SEGMENT 005			
WATER FILTER HOUSING REPLACED CROSS THREADED WATER FILTER HOUSING.			
1	6555 WATER FILTER	199.09	199.09
	INBOUND FREIGHT		23.00
PARTS		LABOR	
222.09		358.47	
19.77		31.90	
		TIME/MATERIALS	580.56
		STATE/LOCAL TAX	51.67
		SEGMENT TOTAL-->	632.23

Payment should be by cash, check or ACH/wire transfer

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144



INVOICE DATE	INVOICE NO.
6-06-23	7002442



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	3		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 006			
REPLACE COOLANT LEVEL SENSOR REPLACED CUSTOMER PROVIDED COOLANT TANK LEVEL SENSOR.			
PARTS	LABOR		
.00	102.42	TIME/MATERIALS	102.42
.00	9.12	STATE/LOCAL TAX	9.12
		SEGMENT TOTAL-->	111.54
SEGMENT 007			
CONSOLE COVERS REPLACED DAMAGED MAIN AND LEVEL PRO CONSOLE COVERS. INSTALLED MAIN CONSOLE COVER LATCHES.			
1	194448 COVER	223.34	223.34
1	2157595 VANDALISM PR	252.97	252.97
	INBOUND FREIGHT		39.00
	INBOUND FREIGHT		13.00
PARTS	LABOR		
528.31	102.42	TIME/MATERIALS	630.73
47.02	9.12	STATE/LOCAL TAX	56.14
		SEGMENT TOTAL-->	686.87
SEGMENT 008			
DISCHARGE CONVEYOR REBUILD REBUILT DISCHARGE CONVEYOR. REMOVED CONVEYOR FROM MACHINE. REMOVED FABRIC COVERS. REMOVED ALL SHEET METAL PANELS FROM TOP OF CONVEYOR. REMOVED OLD SEALING FROM SHEET METAL. REMOVED REAR BELT ROLLER AND BEARINGS. REMOVED FRONT DRIVE ROLLER AND BEARING FROM DRIVE MOTOR. REMOVED UPPER ROLLER BEARINGS. REMOVED FRAME SUPPORT BARS AND REMOVED OLD CONVEYOR BELT. REPLACED LATERAL GUIDE ROLLERS AND LOWER BELT CARRIER ROLLERS. INSTALLED NEW CONVEYOR BELT. INSTALLED FRAME SUPPORT BARS. INSTALLED NEW UPPER ROLLER BEARINGS. REINSTALLED DRIVE ROLLER WITH NEW BEARING ONTO			

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144	DESCRIPTION	AMOUNT
	TOTAL PARTS	
	TOTAL LABOR	
	SPECIAL SERVICES	



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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	4		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456

MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 008 CONTINUED			
DRIVE MOTOR. REINSTALLED REAR BELT ROLLER WITH NEW BEARINGS. REINSTALLED SHEET METAL PANELS WITH NEW FRONT PANELS. INSTALLED NEW SEALING ONTO SHEET METAL. ADJUSTED SEALING TO BELT. REINSTALLED FABRIC COVERS. REINSTALLED CONVEYOR ON MACHINE. TESTED FOR PROPER OPERATION. SET BELT TENSION AND TRACKING.			
70	12247 HEXAGONAL N	.60	42.00
1	133550 COVER	548.14	548.14
1	133552 COVER	552.24	552.24
2	2153743 INSULATING P	42.58	85.16
2	38571 PEDESTAL BEA	99.56	199.12
70	4181 SCREW	.60	42.00
1	51873 CONVEYOR BEL	3,545.78	3,545.78
70	5206 WASHER	.69	48.30
70	5211 WASHER	.69	48.30
4	54954 GUIDE ROLLER	118.95	475.80
1	5691 TENSIONER BE	78.63	78.63
4	90120 SUPPORTING R	382.82	1,531.28
5	90121 BELT ROLLER	215.57	1,077.85
7	90122 SUPPORTING R	352.76	2,469.32
2	90181 WIPER RUBBER	336.91	673.82
	INBOUND FREIGHT		104.00
	INBOUND FREIGHT		87.00
	INBOUND FREIGHT		289.00
	INBOUND FREIGHT		88.00
	INBOUND FREIGHT		19.00
	INBOUND FREIGHT		24.00
	INBOUND FREIGHT		33.00

<i>Payment should be by cash, check or ACH/wire transfer</i>		DESCRIPTION	AMOUNT
SUBMIT PAYMENTS ONLY TO:		TOTAL PARTS	
Papé Machinery		TOTAL LABOR	
PO Box 35144 #5077		SPECIAL SERVICES	
Seattle, WA 98124-5144			
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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	5		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 008 CONTINUED			
	PARTS	LABOR	
12,061.74		4,928.94	TIME/MATERIALS 16,990.68
1,073.48		438.68	STATE/LOCAL TAX 1,512.16
			SEGMENT TOTAL--> 18,502.84
SEGMENT 009			
ENGINE ACCESS DOOR SEALING			
REPLACED DAMAGED ENGINE ACCESS DOOR SEALING.			
2	36350 BOLT	10.38	20.76
	PARTS	LABOR	
20.76		102.42	TIME/MATERIALS 123.18
1.84		9.12	STATE/LOCAL TAX 10.96
			SEGMENT TOTAL--> 134.14
SEGMENT 010			
CHUTE DEFLECTION RUBBER			
REPLACED WORN CHUTE DEFLECTION RUBBER. INSTALLED NEW RUBBER			
WITH NEW HARDWARE.			
	INBOUND FREIGHT		49.00
	PARTS	LABOR	
49.00		187.77	TIME/MATERIALS 236.77
4.36		16.72	STATE/LOCAL TAX 21.08
			SEGMENT TOTAL--> 257.85
SEGMENT 011			
WATER PUMP MOTOR SEAL			
REMOVED WATER LINES AND HYDRAULIC LINES TO ACCESS WATER			
PUMP. REMOVED WATER PUMP AND DRIVE MOTOR. REMOVED LEAKING			
WATER PUMP DRIVE MOTOR. INSTALLED NEW DRIVE MOTOR ONTO			
WATER PUMP. REINSTALLED WATER PUMP ONTO MACHINE.			
RECONNECTED ALL WATER LINES AND HYDRAULIC LINES.			

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DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	6		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850
QUANTITY	DESCRIPTION	EACH	AMOUNT	
SEGMENT 011 CONTINUED				
1	2132533 HYDRAULIC MO INBOUND FREIGHT	2,296.80	2,296.80 22.00	
	PARTS	LABOR		
2,318.80		529.17	2,847.97	
206.38		47.10	253.48	
		TIME/MATERIALS	2,847.97	
		STATE/LOCAL TAX	253.48	
		SEGMENT TOTAL-->	3,101.45	
SEGMENT 012				
GEARBOX TO TRANSMISSION SEAL REMOVED ALL HYDRAULIC LINES FROM GEARBOX. UNBOLTED GEARBOX FROM ENGINE BELL HOUSING. UNBOLTED AND SLID AWAY HYDRAULIC PUMPS FROM GEARBOX. LOOSENED DRUM DRIVE BELTS AND REMOVED FROM GEARBOX DRIVE PULLY. SUPPORTED GEARBOX WITH CRANE AND REMOVED GEARBOX MOUNT. REMOVED GEARBOX FROM MACHINE. DISASSEMBLED GEARBOX DRUM DRIVE HOUSING. UPON DISASSEMBLY AND INSPECTION OF GEARBOX DRUM DRIVE HOUSING, IT WAS FOUND THAT NO GEARBOX OIL WAS LEAKING FROM SEALS. IT WAS FOUND THAT THE "OIL LEAK" WAS COMING FROM THE DRUM DRIVE CLUTCH BEARING. LARGE AMOUNTS OF GREASE WAS BUILT UP INSIDE GEARBOX DRUM DRIVE HOUSING. GREASE WAS HEATING UP AND RUNNING DOWN AND OUT OF GEARBOX DRUM DRIVE HOUSING, CAUSING IT TO LOOK LIKE AN OIL LEAK. PRESSURE TESTED CLUTCH ACTUATION CIRCUIT TO VERIFY. NO OIL LEAKS FOUND. THOROUGHLY CLEANED GREASE FROM GEARBOX DRUM DRIVE HOUSING. REASSEMBLED GEARBOX DRUM DRIVE HOUSING AND REINSTALLED GEARBOX INTO MACHINE IN REVERSE ORDER OF REMOVAL. INFORMED CUSTOMER OF PROPER GREASE INTERVALS AND PROPER GREASE TYPE TO BE USED ON DRUM DRIVE CLUTCH BEARING.				
1	2061297 SET OF SEALS INBOUND FREIGHT	372.18	372.18 14.00	
<i>Payment should be by cash, check or ACH/wire transfer</i>		DESCRIPTION	AMOUNT	
SUBMIT PAYMENTS ONLY TO:		TOTAL PARTS		
Papé Machinery		TOTAL LABOR		
PO Box 35144 #5077		SPECIAL SERVICES		
Seattle, WA 98124-5144				
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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	7		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850
QUANTITY	DESCRIPTION		EACH	AMOUNT
SEGMENT 012 CONTINUED				
	PARTS	LABOR		
386.18		2,641.55	TIME/MATERIALS	3,027.73
34.37		235.09	STATE/LOCAL TAX	269.46
			SEGMENT TOTAL-->	3,297.19
SEGMENT 013				
CRAWLER BEARING GREASE ZIRCS				
ATTEMPTED TO DRIVE GREASE INTO BEARINGS WITH GREASE ZIRC RECOVERY TOOL. RECOVERY TOOL WAS UNSUCCESSFUL. REMOVED BEARING CAP PIN AND BEARING FROM CRAWLER ASSEMBLY ONE SIDE AT A TIME. THOROUGHLY CLEANED BEARING, BEARING CAP PIN, AND GREASE PASSAGES IN BEARING CAP PIN. REINSTALLED BEARING CAP PIN AND BEARING. INSTALLED NEW GREASE ZIRC AND GREASED BEARING. WHEN DISASSEMBLING INSIDE BEARING CAP PIN AND BEARING, 4 BEARING CAP PIN BOLTS BROKE. DRILLED OUT BROKEN BOLTS AND TAPPED HOLES. CLEANED ASSEMBLY AS STATED EARLIER. REINSTALLED BEARING CAP PIN WITH NEW BOLTS.				
6	4466 SCREW		.60	3.60
	INBOUND FREIGHT			23.00
	PARTS	LABOR		
26.60		998.56	TIME/MATERIALS	1,025.16
2.37		88.86	STATE/LOCAL TAX	91.23
			SEGMENT TOTAL-->	1,116.39
SEGMENT 014				
TOOTH HOLDERS				
REPLACED 60 WORN TOOTH HOLDERS. REMOVED WORN TOOTH HOLDERS. INSTALLED NEW HOLDERS WITH NEW SEALS. INSTALLED NEW TEETH TO ALL NEW HOLDERS. REPLACED SEVERAL WORN TEETH.				
60	158509 BOTTOM PART		.57	34.20

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DESCRIPTION	AMOUNT
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TOTAL LABOR	
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CITY OF SPOKANE	7008	S H I P T O	CITY OF SPOKANE
FLEET SERVICES - PARTS	8		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 014 CONTINUED			
60	187002 PICK SUPPORT	72.97	4,378.20
60	2197999 PLUG HT22 H@	1.84	110.40
2	2493520 PICK W6/20Z	410.63	821.26
	INBOUND FREIGHT		23.00
	INBOUND FREIGHT		18.00
	INBOUND FREIGHT		79.00
PARTS		LABOR	
5,464.06		1,041.27	6,505.33
486.30		92.67	
		TIME/MATERIALS	578.97
		STATE/LOCAL TAX	7,084.30
		SEGMENT TOTAL-->	
SEGMENT 015			
HYDRAULIC LEAKS			
CLEANED MACHINE. OPERATED MACHINE AND CHECKED FOR LEAKS.			
FOUND 4 LEAKING HOSES UNDER, IN FRONT OF, AND BESIDE			
OPERATOR'S PLATFORM. REPLACED LEAKING HOSES. AFTER CUSTOMER			
PICKED UP MACHINE, IT WAS FOUND THAT 2 MORE HOSES FOR RIGHT			
REAR SLEWING LEG WERE TOO SHORT. THESE HOSES WERE			
PREVIOUSLY REPLACED BY CUSTOMERS SHOP. REMOVED HOSES AND			
HAD CORRECT LENGTH HOSES BUILT. INSTALLED NEW HOSES AND			
TESTED FOR PROPER CLEARANCE AND LENGTH WHILE SLEWING LEG.			
	HOSES		638.55
PARTS		LABOR	
638.55		1,537.08	2,175.63
56.83		136.79	
		TIME/MATERIALS	193.62
		STATE/LOCAL TAX	2,369.25
		SEGMENT TOTAL-->	
SEGMENT 016			
TRACK PADS - RIGHT REAR ONLY			
REPLACED RIGHT REAR TRACK PADS. REMOVED OLD TRACK PADS AND			
INSTALLED NEW PADS FOLLOWING MANUFACTURER'S GUIDELINES.			

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SUBMIT PAYMENTS ONLY TO:		TOTAL PARTS	
Papé Machinery		TOTAL LABOR	
PO Box 35144 #5077		SPECIAL SERVICES	
Seattle, WA 98124-5144			
www.papemachinery.com		PLEASE PAY >	CONTINUED
		THIS TOTAL >	



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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	9		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850
QUANTITY	DESCRIPTION		EACH	AMOUNT
SEGMENT 016 CONTINUED				
1	2063504	KIT II PADS	1,789.18	1,789.18
	PARTS	LABOR		
1,789.18		187.77	TIME/MATERIALS	1,976.95
159.24		16.71	STATE/LOCAL TAX	175.95
			SEGMENT TOTAL-->	2,152.90
SEGMENT 017				
DISCHARGE CONVEYOR COVER REPLACED TORN DISCHARGE CONVEYOR FABRIC COVER. INSTALLED NEW COVER REPLACING ANY BROKEN STRAPS.				
1	2104665	TARPAULIN	1,325.88	1,325.88
4	70203	RUBBER ENDLE	7.74	30.96
4	70204	HOOK	.87	3.48
		INBOUND FREIGHT		23.00
		INBOUND FREIGHT		26.00
		INBOUND FREIGHT		24.00
	PARTS	LABOR		
1,433.32		187.77	TIME/MATERIALS	1,621.09
127.57		16.71	STATE/LOCAL TAX	144.28
			SEGMENT TOTAL-->	1,765.37
SEGMENT 018				
ENGINE STOP BUTTONG STICKING REMOVED MAIN CONSOLE TO ACCESS BACK OF STOP BUTTON. REPLACED ENGINE STOP BUTTON. TESTED FOR PROPER OPERATION.				
1	144273	FRONT ELEMEN	43.90	43.90
		INBOUND FREIGHT		22.00
	PARTS	LABOR		
65.90		102.42	TIME/MATERIALS	168.32
5.87		9.12	STATE/LOCAL TAX	14.99
			SEGMENT TOTAL-->	183.31

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DESCRIPTION	AMOUNT
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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	10		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850
QUANTITY	DESCRIPTION	EACH	AMOUNT	
SEGMENT 019				
TRACK ROLLERS/INSPECTION				
SUPPORTED MACHINE WITH JACK STANDS AND BLOCKING. RAISED ALL LEGS OFF OF GROUND. RELEASED TRACK TENSION. REPLACED ALL TRACK ROLLERS. RE-TENSIONED TRACKS. INSPECTED TRACK WEAR WHILE REPLACING ROLLERS. TRACKS STILL IN GOOD CONDITION.				
48	16584 WASHER	.69	33.12	
12	191936 TRACK ROLLER	697.55	8,370.60	
48	30592 SCREW	2.91	139.68	
	INBOUND FREIGHT		36.00	
	INBOUND FREIGHT		152.00	
	INBOUND FREIGHT		171.00	
	INBOUND FREIGHT		14.00	
	PARTS	LABOR		
8,916.40		1,741.13		
793.56		154.97		
		TIME/MATERIALS	10,657.53	
		STATE/LOCAL TAX	948.53	
		SEGMENT TOTAL-->	11,606.06	
SEGMENT 020				
REAR ROLLER FOR PRIMARY CONVEYOR				
REPLACED SEIZED MAIN CONVEYOR SUPPORTING ROLLERS.				
2	190448 SUPPORTING R	517.65	1,035.30	
	INBOUND FREIGHT		42.00	
	INBOUND FREIGHT		51.00	
	PARTS	LABOR		
1,128.30		358.47		
100.42		31.90		
		TIME/MATERIALS	1,486.77	
		STATE/LOCAL TAX	132.32	
		SEGMENT TOTAL-->	1,619.09	
SEGMENT 021				
DEPTH GATES				
REPLACED DEPTH GATE "SEALING" PLATES FOR LEFT AND RIGHT DEPTH GATES. SEALING PLATES TIGHTENED UP DEPTH GATES.				

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DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144	
PLEASE PAY THIS TOTAL >	CONTINUED >



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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	11		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 021 CONTINUED			
2	107266 WASHER	20.45	40.90
1	197053 SEALING, LEF	440.78	440.78
1	197054 SEALING, RIG	437.67	437.67
2	4300 SCREW	.60	1.20
	INBOUND FREIGHT		21.00
	INBOUND FREIGHT		44.00
PARTS		LABOR	
985.55		1,041.27	2,026.82
87.72		92.67	180.39
		TIME/MATERIALS	2,207.21
		STATE/LOCAL TAX	
		SEGMENT TOTAL-->	
SEGMENT 022			
CYCLE TIMES FOR DISCHARGE CONVEYOR			
CONTACTED WIRTGEN FOR DISCHARGE CONVEYOR LIFT AND LOWER			
CYCLE TIMES. CONVEYOR CYCLE TIMES WITHIN SPECIFICATION.			
PARTS		LABOR	
.00		17.07	17.07
.00		1.52	1.52
		TIME/MATERIALS	17.07
		STATE/LOCAL TAX	1.52
		SEGMENT TOTAL-->	18.59
SEGMENT 023			
DEPTH SENSOR			
CUSTOMER STATED LEFT LEVEL PRO SENSOR WOULD INTERMITTENTLY			
NOT WORK. WHILE MACHINE WAS BEING SERVICED OVER THE WINTER,			
THE SENSOR WAS WORKING. AFTER CUSTOMER STARTED RUNNING			
MACHINE, SENSOR STARTED TO NOT WORK INTERMITTENTLY. WHILE			
FAULT WAS ACTIVE, TESTED POWER AND GROUND TO SENOR. SENSOR			
HAD FULL 24-VOLT SUPPLY AND GOOD RESISTANCE TO GROUND.			
OTHER SENSOR INPUTS/OUTPUTS WERE PWM SIGNALS AND WERE NOT			
ABLE TO BE TESTED. REPLACED SENSOR. AFTER SENSOR			
REPLACEMENT, CUSTOMER WAS STILL HAVING INTERMITTENT			
FAILURES OF THE SENSOR. UPDATED LEVEL PRO MONITOR.			

Payment should be by cash, check or ACH/wire transfer

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
<p>SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144</p>	
PLEASE PAY THIS TOTAL >	CONTINUED >



INVOICE DATE	INVOICE NO.
6-06-23	7002442



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	12		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456

MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 023 CONTINUED			
THOROUGHLY INSPECTED AND TESTED WIRING HARNESS FOR SENSOR. TESTED CONNECTIONS ON BUS AND CONNECTIONS ON LEVEL PRO CONTROLLER. CONTACTED WITGEN FOR FURTHER SUPPORT. REMOVED HARNESSES FOR LEFT AND RIGHT LEVEL PRO SENSORS FROM MACHINE AND SWAPPED THEM. FAULT STILL WAS ACTIVE FOR LEFT SIDE SENSOR SHOWING THE FAULT FOLLOWED THE LEFT SIDE HARNESS. AFTER FURTHER TROUBLESHOOTING WITH WIRTGEN, IT WAS FOUND THAT DISCONNECTING THE POWER OR ANY OF THE 3 SIGNAL WIRES FROM THE BUS CONNECTIONS ON THE SENSOR HARNESS WOULD CAUSE THE "NO SENSOR" FAULT. IT WAS DECIDED THAT THE HARNESS FROM THE BUS CONNECTIONS TO THE SENSOR SHOULD BE REPLACED. REMOVED OLD HARNESS. INSTALLED NEW HARNESS. WAITING TO HEAR FROM CUSTOMER IF FAULT IS STILL OCCURRING.			
1	2045037 WIRE HARNESS	616.00	616.00
1	2137341 TRACER IV	3,059.60	3,059.60
	INBOUND FREIGHT		23.00
	INBOUND FREIGHT		16.00
PARTS	LABOR		
3,714.60	1,599.05	TIME/MATERIALS	5,313.65
330.59	142.31	STATE/LOCAL TAX	472.90
		SEGMENT TOTAL-->	5,786.55
SEGMENT 024			
REPLACE LEAKING REAR MAIN SEAL REAR MAIN SEAL NOT LEAKING. ENGINE OIL PAN LEAKING. INFORMED CUSTOMER OF ISSUE AND RECOMMENDED REPAIR NEXT WINTER.			
PARTS	LABOR		
.00	17.07	TIME/MATERIALS	17.07
.00	1.52	STATE/LOCAL TAX	1.52
		SEGMENT TOTAL-->	18.59

Payment should be by cash, check or ACH/wire transfer

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
<p>SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144</p>	
PLEASE PAY THIS TOTAL >	CONTINUED >



INVOICE DATE	INVOICE NO.
6-06-23	7002442



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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	13		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202	PHONE: 509-625-6403		SPOKANE WA 99202

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	1-19-23	FS0510535	M70-006456
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
WI	W120FI	13100012	428247	3850

QUANTITY	DESCRIPTION	EACH	AMOUNT
	SEGMENT 099		
	TRAVEL TIME		
	SERVICE SUPPLIES		350.00
	SERVICE TRIP		.00
	PARTS	LABOR	
350.00		665.00	
31.15		59.20	
		TIME/MATERIALS	1,015.00
		STATE/LOCAL TAX	90.35
		SEGMENT TOTAL-->	1,105.35

<i>Payment should be by cash, check or ACH/wire transfer</i>		DESCRIPTION	AMOUNT
FOR ALL YOUR CONSTRUCTION AND FORESTRY NEEDS CALL: PAPÉ MACHINERY SPOKANE, WA (509) 838-5252	SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144	TOTAL PARTS	43,948.65
		TOTAL LABOR	21,996.50
		SPECIAL SERVICES	
TERMS: PAYMENT DUE 06/16/23		STATE/LOCAL TAX	5,869.11
www.papemachinery.com		PLEASE PAY >	71,814.26
		THIS TOTAL >	

SR 425854

Order John Deere Parts & View Invoices at customerportal.pape.com



<u>INVOICE DATE</u>	<u>INVOICE NO.</u>
7-12-23	7002561



JOHN DEERE

Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	5		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	2-07-23	FS0509728	M70-006566
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
VG	S1700-3I	19820111	428762	2000

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 007 CONTINUED			
PARTS	LABOR		
594.01	1,007.13	TIME/MATERIALS	1,601.14
53.46	90.65	STATE/LOCAL TAX	144.11
		SEGMENT TOTAL-->	1,745.25
SEGMENT 008			
RESEAL WASH DOWN HOSE RAIL DISASSEMBLED AND RESEALED WASHDOWN HOSE REAL. UPON DISASSEMBLY OF WASHDOWN HOSE REEL, IT WAS FOUND THAT THE BEARING FOR THE HOSE REEL HAD WORN AND CAUSED THE SHAFT TO BECOME LOOSE, DAMAGING THE SEALING SURFACES OF THE SWIVEL SEAL. ORDERED NEW REEL ASSEMBLY. REMOVED OLD REEL AND INSTALLED NEW ASSEMBLY.			
1	2574969 REWINDER	1,707.83	1,707.83
	INBOUND FREIGHT		48.00
PARTS	LABOR		
1,755.83	419.32	TIME/MATERIALS	2,175.15
158.02	37.73	STATE/LOCAL TAX	195.75
		SEGMENT TOTAL-->	2,370.90
SEGMENT 099			
TRAVEL TIME SHOP JOB - VOID TRAVEL TRAVEL			
	SERVICE SUPPLIES		350.00
	SERVICE TRIP		.00
PARTS	LABOR		
350.00	286.50	TIME/MATERIALS	636.50
31.50	25.79	STATE/LOCAL TAX	57.29
		SEGMENT TOTAL-->	693.79

<i>Payment should be by cash, check or ACH/wire transfer</i>		DESCRIPTION	AMOUNT
FOR ALL YOUR CONSTRUCTION AND FORESTRY NEEDS CALL: PAPÉ MACHINERY SPOKANE, WA (509) 838-5252	SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144	TOTAL PARTS	15,448.07
		TOTAL LABOR	9,705.85
		SPECIAL SERVICES	
		STATE/LOCAL TAX	2,263.87
TERMS: PAYMENT DUE 07/22/23		PLEASE PAY >	27,417.79
www.papemachinery.com		THIS TOTAL >	



INVOICE DATE	INVOICE NO.
7-12-23	7002561



JOHN DEERE

Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	1		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	2-07-23	FS0509728	M70-006566
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
VG	S1700-3I	19820111	428762	2000

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 001			
6/21 MIKEY			
(B) INSPECT & QUOTE			
** CALL CLINT HARRIS			
** OFFICE 509-625-7744 CELL 509-688-5978			
** CEHARRIS@SPOKANECITY.ORG			
THOROUGHLY INSPECTED MACHINE AND QUOTED REPAIRS. CONTACTED CLINT HARRIS AND JAMES DYKES FOR APPROVAL.			
PARTS	LABOR		
.00	1,211.97	TIME/MATERIALS	1,211.97
.00	109.08	STATE/LOCAL TAX	109.08
		SEGMENT TOTAL-->	1,321.05
SEGMENT 002			
REPLACE LEAKING HOSES			
DISASSEMBLED PUSH BAR TO ACCESS TRUCK HITCH CYLINDER HOSES. TIGHTENED LOOSE CONNECTIONS. REASSEMBLED PUSH BAR. UPON REPAIR OF UNDER CARRIAGE IN SEGMENT 05, A LARGE HYDRAULIC OIL LEAK WAS FOUND COMING FROM THE RIGHT-HAND TRACK DRIVE MOTOR. DISASSEMBLED MACHINE AS FAR AS POSSIBLE TO ACCESS LEAK. LEAK WAS FOUND TO BE ONE OF THE PRESSURE LINES ON THE DRIVE MOTOR. IN ORDER TO ACCESS THE HOSE TO REMOVE IT AND REPLACE O-RING, THE TRACK HAD TO BE TAKEN OFF. DISCONNECTED ALL SCREED ELECTRICAL AND HYDRAULIC LINES. UNBOLTED SCREED FROM TOW ARMS. DROVE MACHINE FORWARD AWAY FROM SCREED. REMOVED RIGHT SIDE TOW ARM. RAISED MACHINE AND SET IT ON BLOCKS. RELEASED TRACK TENSION AND REMOVED RIGHT SIDE TRACK. FURTER REMOVED PANELS TO ACCESS DRIVE MOTOR. REMOVED BOTH PRESSURE LINES FROM DRIVE MOTOR. INSTALLED NEW O-RINGS. REINSTALLED PRESSURE LINES. REINSTALLED TRACK. LOWERED MACHINE. REINSTALLED TOW ARM AND SCREED.			

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
PLEASE PAY THIS TOTAL >	CONTINUED >



INVOICE DATE	INVOICE NO.
7-12-23	7002561



Pape Machinery, Inc., PO Box 10527, Eugene, OR 97440

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	2		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	2-07-23	FS0509728	M70-006566
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
VG	S1700-3I	19820111	428762	2000

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 002 CONTINUED			
1	TY27318 HYDRAULIC O@	202.36	202.36
2	9620260062 O-RING SEAL	8.47	16.94
PARTS		LABOR	
219.30		2,901.90	TIME/MATERIALS 3,121.20
19.73		261.18	STATE/LOCAL TAX 280.91
			SEGMENT TOTAL--> 3,402.11
SEGMENT 003			
REPAIR SCREED STRIKE OFF BLADES SHAWN DISASSEMBLED SCREED EXTENSIONS AND REMOVED SCREED EXTENSION STRIKE OFF PLATES. USED HEAT AND PRESS TO STRAIGHTEN PLATES. REINSTALLED STRIKE OFF PLATES AND REASSEMBLED SCREED EXTENSIONS.			
PARTS		LABOR	
.00		678.46	TIME/MATERIALS 678.46
.00		61.06	STATE/LOCAL TAX 61.06
			SEGMENT TOTAL--> 739.52
SEGMENT 004			
REPLACE LEAKING AUGER CYLINDER SHAWN - SUPPORTED AUGER ASSEMBLY. REMOVED HYDRAULIC HOSES FROM AUGER LIFT CYLINDER. REMOVED CYLINDER. SWAPPED FITTINGS FROM OLD TO NEW CYLINDER. INSTALLED NEW CYLINDER. RECONNECTED HYDRAULIC LINES. TESTED FOR PROPER OPERATION AND LEAKS.			
1	2273339 HYD CYLINDER	687.52	687.52
	INBOUND FREIGHT		33.00
PARTS		LABOR	
720.52		550.45	TIME/MATERIALS 1,270.97
64.85		49.54	STATE/LOCAL TAX 114.39
			SEGMENT TOTAL--> 1,385.36

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Pape Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	
PLEASE PAY THIS TOTAL >	CONTINUED



INVOICE DATE	INVOICE NO.
7-12-23	7002561



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	3		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	2-07-23	FS0509728	M70-006566
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
VG	S1700-3I	19820111	428762	2000
QUANTITY	DESCRIPTION	EACH	AMOUNT	
SEGMENT 005				
UNDERCARRIAGE REPAIRS				
RAISED MACHINE ONTO BLOCKS. RELEASED TRACK TENSION. REMOVED RIGHT REAR BOGIE ASSEMBLY. DISASSEMBLED AND REPLACED 4 BOGIE WHEELS WITH NEW BEARINGS AND SEALS. REINSTALLED BOGIE ASSEMBLY. REMOVED RIGHT-HAND DRIVE WHEELS. INSTALLED NEW DRIVE WHEELS WITH NEW HARDWARE. RE-TENSIONED TRACK. LOWERED MACHINE.				
24	2053210 SCREW	8.25	198.00	
4	2085696 O-RING SEAL	23.05	92.20	
2	2359498 DRIVE WHEEL	1,602.17	3,204.34	
4	2359502 TRACK ROLLER	473.55	1,894.20	
4	2726460 SHAFT SEAL	47.21	188.84	
2	9510257991 SCREW	64.43	128.86	
8	9520120720 TAPER ROLLER	38.31	306.48	
4	9600120202 LOCKING SHEE	3.83	15.32	
	INBOUND FREIGHT		23.00	
	INBOUND FREIGHT		232.00	
	INBOUND FREIGHT		187.00	
	INBOUND FREIGHT		178.00	
	INBOUND FREIGHT		36.00	
PARTS	LABOR			
6,684.24	1,194.90	TIME/MATERIALS	7,879.14	
601.58	107.54	STATE/LOCAL TAX	709.12	
		SEGMENT TOTAL-->	8,588.26	
SEGMENT 006				
SCREED HEAT REPAIRS				
REPLACED 3 LEFT SIDE MAIN SCREED HEATING ELEMENTS. REMOVED SCREED PANELS TO ACCESS HEATING ELEMENTS. LOOSENED ELEMENT CLAMPS. DISCONNECTED HEATING ELEMENT HARNESSSES FROM A/C POWER BOX. REMOVED HEATING ELEMENTS. CLEANED ELEMENT MOUNTING SURFACES ON MAIN SCREED PLATE. INSTALLED NEW				
<i>Payment should be by cash, check or ACH/wire transfer</i>				
SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144		DESCRIPTION	AMOUNT	
		TOTAL PARTS		
		TOTAL LABOR		
		SPECIAL SERVICES		
www.papemachinery.com		PLEASE PAY > THIS TOTAL >	CONTINUED	



INVOICE DATE	INVOICE NO.
7-12-23	7002561



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CITY OF SPOKANE	7008	SHIP TO	CITY OF SPOKANE
FLEET SERVICES - PARTS	4		FLEET SERVICES - PARTS
915 N NELSON ST			915 N NELSON ST
SPOKANE WA 99202			SPOKANE WA 99202
PHONE: 509-625-6403			

CUSTOMER NO.	TYPE	DATE OPENED	PURCHASE ORDER NO.	AUTHORIZED BY / RELEASE NO.
701087	CHARGE	2-07-23	FS0509728	M70-006566
MAKE	MODEL	SERIAL NO.	EQUIP NO.	METER
VG	S1700-3I	19820111	428762	2000

QUANTITY	DESCRIPTION	EACH	AMOUNT
SEGMENT 006 CONTINUED			
HEATING ELEMENTS ON SCREED PLATE WITH NEW HEAT PASTE AND INSULATING MATERIAL. CONNECTED NEW ELEMENTS TO A/C POWER BOX ON SCREED. CLAMPED AND SECURED NEW ELEMENTS. REASSEMBLED SCREED. REMOVED OLD LEFT SIDE END GATE HEATING ELEMENT. INSTALLED EXISTING CONNECTOR ONTO NEW ELEMENT. INSTALLED NEW ELEMENT INTO END GATE WITH NEW HEAT PASTE AND INSULATING MATERIAL. TESTED SCREED HEAT FOR PROPER OPERATION.			
1	123123-01-C32 INSULAT PAST	209.62	209.62
1	CN201784240 ELEMENT	984.11	984.11
3	CN202564240 MAIN-ELEMENT	1,188.48	3,565.44
	INBOUND FREIGHT		121.00
	INBOUND FREIGHT		123.00
	INBOUND FREIGHT		121.00
PARTS	LABOR		
5,124.17	1,455.22	TIME/MATERIALS	6,579.39
461.18	130.98	STATE/LOCAL TAX	592.16
		SEGMENT TOTAL-->	7,171.55
SEGMENT 007			
500HR SERVICE			
PERFORMED 500-HOUR SERVICE ON MACHINE. DRAINED ENGINE OIL AND REPLACED FILTER. FILLED ENGINE WITH BULK 15W-40. REPLACED PRIMARY AND FINAL FUEL FILTERS. REPLACED PRIMARY ENGINE AIR FILTER. CHECKED ALL GEARBOX OIL LEVELS. CHECKED AND ADJUSTED ALL CHAIN TENSIONS.			
1	2075488 ENGINE OIL @	27.30	27.30
1	2283672 AIR FILTER I	230.38	230.38
1	2287034 FILTER ELEME	119.18	119.18
1	2345929 FILTER INSER	155.22	155.22
11	TY26682 PLUS 50-II	5.63	61.93

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

DESCRIPTION	AMOUNT
TOTAL PARTS	
TOTAL LABOR	
SPECIAL SERVICES	

Kindel, Danielle

From: Sibley, Mark
Sent: Friday, July 14, 2023 8:33 AM
To: Kindel, Danielle
Subject: FW: Papé Machinery Service Invoice # 7002561 for Customer # 701087 (07/12/2023)
PO# FS0509728
Attachments: INV02_7002561_701087_20230712.pdf

Ok to pay charges attached to w/o 1033253

From: no-reply@pape.com <no-reply@pape.com>
Sent: Thursday, July 13, 2023 5:35 AM
To: Agopsowicz, Don <dagopsowicz@spokanecity.org>; Kindel, Danielle <dkindel@spokanecity.org>; Friedrich, Ed <XXXefriedrick@spokanecity.org>; Kowitz, Jon S. <jskowitz@spokanecity.org>; Sibley, Mark <msibley@spokanecity.org>
Subject: Papé Machinery Service Invoice # 7002561 for Customer # 701087 (07/12/2023) PO# FS0509728

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please do not reply to this email. We are unable to respond to inquiries sent to this address.



Thank you for your business!



Agenda Sheet for City Council Meeting of:
08/28/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2023-0846
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MAJ. MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	BALLISTIC BODY ARMOR VALUE BLANKET

Agenda Wording
Request approval of new value blanket with Galls for purchase of body armor and external carriers.

Summary (Background)
Ballistic Body armor and external carriers are essential gear for police officers. As per SPD policy 1024.2, it is the policy of the SPD to maximize officer safety using body armor in combination with prescribed safety procedures. A new value blanket with Galls, utilizing WA State Contract #03720, will be able to supply the department with ballistic body armor and external carriers for the next 2 years. Estimated amount for a 2-year period is \$400,000. Term 08/01/2023 - 07/31/2025.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$400,000	# 0680-11410-21250-53528-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	OLSEN, ERIC	Study Session\Other	PSCHC 07/31/2023
Division Director	OLSEN, ERIC	Council Sponsor	CM Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	BEATTIE, LAUREN	spdfinace@spokanepolice.org	
For the Mayor	JONES, GARRETT	lyons-kiley@galls.com	
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Major Mike McNab
Contact Email & Phone	mmcnab@spokanepolice.org 509-835-4514
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ballistic Body Armor Value Blanket
Summary (Background)	Ballistic Body armor and external carriers are essential gear for police officers. As per SPD policy 1024.2, it is the policy of the SPD to maximize officer safety using body armor in combination with prescribed safety procedures. A new value blanket with Galls, utilizing WA State Contract #03720, will be able to supply the department with ballistic body armor and external carriers for the next 2 years. Estimated amount for a 2-year period is \$400,000. Term 08/01/2023 – 07/31/2025.
Proposed Council Action	Approval of Value Blanket
Fiscal Impact	
Total Cost: <u>Up to \$400,000 over a two-year period</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Contract Summary

Body Armor and Ballistic-Resistant Protective Products

Contract #: 03720

Replaces: [07115](#)

Contract Type: COOPERATIVE

Contract Scope: Cooperative contract 03720 provides a procurement bridge maximizing the nation's purchasing power for eligible purchasers to access various body armor and ballistic resistant equipment from multiple vendors. It has been competitively bid and awarded by the state of Colorado. It was awarded by Category. To understand the entire agreement for each Contractor, you must read the base NASPO ValuePoint Master Agreement. Washington's participation document will only include terms & conditions that are legally required in our state. There are nine awarded Contractors available to provide body armor and ballistic resistant equipment.

The following categories of body armor and ballistic resistant products available on this contract are:

- Ballistic-resistant Vest (including carrier)
- Ballistic-resistant Rifle Plates (including carrier)
- Ballistic-resistant Stand-alone Plate
- In Conjunctions with Armor (including carrier)
- Stab-resistant Vest (including carrier)
- Combination Vest (including carrier)
- K-9 vest
- Helmet
- Ballistic Shields

Non-market basket items include:

- Trauma Pack
 - Trauma Plate
 - Insert
 - Protector (groin, shoulder, throat, etc.)
 - Carriers
 - Pouches
 - Replacement Vest Straps
 - ID Patches
 - Carry Bags
 - Face Shields
 - Helmet Accessories
 - Shield LED Lights & Accessories
 - Other Accessories
-

How to use this Contract.

1. Review the Contractor sections below to find product, pricing and information for each Contractor.
 2. An account must be established prior to ordering from this contract. Contact the appropriate sales representative listed below directly to set up your account.
 3. Reference State contract No. 03720 on your ordering documents.
 4. Purchasers may choose to use any of the awarded Contractors below that best meets their needs.
 5. Contact [Neva Peckham](#) with any further questions.
-

Awarded Contractors:

Angel Armor

Primary Contact: Aaron Pettigrew or (970) 999-3027

[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

Armor Express

Primary Contact: Donna Corbin or (231) 350-6270
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

GH Armor Systems

Primary Contact: Chris Grado or (606) 219-5159
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

Galvion Ballistics

Primary Contact: or (802) 598-2344
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

ONYX Armor

Primary Contact: Scotty Wylie or (904) 631-7051
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

Point Blank Enterprises

Primary Contact: Daniela Domenecci or (954) 630-0900 ext: 1329
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

Safariland

Primary Contact: Jaime Marini or (904) 807-1928
[NASPO ValuePoint Master Agreement](#)
[NASPO ValuePoint Amendment 1](#)
[Washington Participating Addendum](#)
[Products & Pricing](#)
[Agents & Distributors](#)
[Warranty & Recycling Plan](#)

Survival Armor

Primary Contact: Jeanine Mason or (239) 210-0891 ext. 104

NASPO ValuePoint Master Agreement

NASPO ValuePoint Amendment 1

Washington Participating Addendum

Products & Pricing

Agents & Distributors

Warranty & Recycling Plan

United Shield International

Primary Contact: Brian Banducci or (231) 933-1179

NASPO ValuePoint Master Agreement

NASPO ValuePoint Amendment 1

Washington Participating Addendum

Products & Pricing

Agents & Distributors

Warranty & Recycling Plan

DES has ensured this procurement meets RCW 39.26, follows State of Washington Current Procurement Policies, follows DES procurement process, and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Found a Broken Link? E-mail DES so we can fix it ASAP.

Effective Date: 03-15-2021

Est. Annual Worth: \$2,500,000

Current Term Ends On: 11-20-2025

Final Term Ends On: 11-20-2025

Commodity Code(s): 680-08

Diversity: 0% WBE 0% MBE

of Bids Received: 17

Contact Info:

Neva Peckham

☎ (360) 628-0067

✉ neva.peckham@des.wa.gov

Secondary Contact Info:

Brad Stringfellow

☎ (360) 407-9429

✉ Brad.Stringfellow@des.wa.gov

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
 - Customer Communication Profile
-

- Angel Armor Pricing & Distributors
- Armor Express Pricing & Distributors
- Galvion Ballistics Pricing & Distributors
- GH Armor Pricing & Distributors
- Onyx Armor Pricing & Distributors
- Point Blank Enterprises Pricing & Distributors

- Safariland Pricing & Distributors
- Survival Armor Pricing & Ordering
- United Shield Pricing & Distributors
- Bid Tab

This Contract has no Resource Documents

Showing 1 to 9 of 9 Vendors





All Vendors Per Page.

Search Vendors:

1

Vendor <input type="button" value="↑↓"/>	Vendor # <input type="button" value="↑↓"/>	Authorized Fulfillment Partners <input type="button" value="↑↓"/>	OMWBE <input type="button" value="↑↓"/>	Small Business <input type="button" value="↑↓"/>	Veteran <input type="button" value="↑↓"/>	Considerations / Preferences <input type="button" value="↑↓"/>
ANGEL ARMOR, LLC	w66720					
CENTRAL LAKE ARMOR EXPRESS, INC.	w23711					
GALVION BALLISTICS LTD	w89886					
GH ARMOR SYSTEMS INC.	w20584					
ONYX PROTECTIVE GROUP INC	w85759					
POINT BLANK ENTERPRISES	w23676					
SAFARILAND, LLC	w23137					
SURVIVAL ARMOR, INC	w21063					
UNITED SHIELD INTERNATIONAL, LLC	w85752					

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

-  = Veteran Owned
-  = Small Business
-  = Preference Contract w/ Green Recycled Content
-  = *Preference Executive Order 18-03



= *Preference Electronic Products Purchasing

HFC = *Preference Hydrofluorocarbons Products Purchasing



= *Preference Nonmercury-Added Products Purchasing



= *Preference Polychlorinated Biphenyls (PCBs) Purchasing

* = Newly Added Icon.



= All Other Green Considerations

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)

Loucks, Michelle

From: Lyons, Kiley <Lyons-Kiley@galls.com>
Sent: Thursday, June 29, 2023 4:33 PM
To: Loucks, Michelle
Subject: Body Armor Pricing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Michelle,

Below is what I have for the current Body Armor pricing. There is a potential price increase coming that would go into effect towards the end of the year.

BL809	AXII W/ 1 HI LITE CARRIER	\$855.36
BL635	POINT BLANK AXBIIIA HILITE 1 CARRIER	\$1,040.58
BL636	POINT BLANK HI LITE AXBIIIA TWO CARRIERS	\$1,144.80
BL114	HI LITE EXTRA CARRIER	\$104.22
BP2325	TACOMA CARRIER PBE CROSSOVER VEST	\$360.00

Please let me know if you have any questions. I have also attached the website specifications for your reference. Have a fantastic Fourth of July Weekend!

Kiley

Kiley Lyons | Regional Account Executive

1306 N. Howard St. | Spokane, WA 99201

Phone: 509.213.0042 | Fax: 509.323.9520 | LYONS-KILEY@galls.com



PROUD TO SERVE AMERICA'S
PUBLIC SAFETY PROFESSIONALS™

For future payments and invoice copies:

For processing payment via our New Credit Card Portal, please click [here](#). You can sign in as a Guest by using your Account number, an Invoice number or the Order number or create an account ID to use for future payments or retrieve invoice copies. If you have any questions or concerns regarding the Portal, feel free to [email](#) or contact Galls as 1.866.286.1361, Monday to Friday, 8AM to 5PM Eastern Time.

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Agenda Sheet for City Council Meeting of:
08/28/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2021-0385
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	JANITORIAL SERVICES CONTRACT AMENDMENT FOR SPD

Agenda Wording
Amend current contract to add in SPD South Precinct and adjust for L&I prevailing wage increases.

Summary (Background)
Earlier this year, L&I increased prevailing wage by \$0.55 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase. Additionally, SPD added on the new location of the South Precinct, the former East Central Library. This facility will need to be added to the contract for cleaning. The total cost of the increased prevailing wage, along with the addition of the South Precinct is \$7,691.24, bringing our contract to a total to \$59,235.72 annually.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$13,233.48	# 0680-30210-21500-54906-68203
Expense	\$ 7,699.56	# 0680-30210-21500-54906-68206
Expense	\$ \$26,334.00	# 0680-30210-21500-54906-68201
Expense	\$ \$11,968.68	# Multiple

Approvals		Council Notifications	
Dept Head	MEIDL, CRAIG	Study Session\Other	PSCHC 07/31/2023
Division Director	MEIDL, CRAIG	Council Sponsor	CM Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	BEATTIE, LAUREN	spdfinace@spokanepolice.org	
For the Mayor	JONES, GARRETT		

Additional Approvals	
Purchasing	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Major Mike McNab
Contact Email & Phone	mmcnab@spokanepolice.org 509-835-4514
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Janitorial Services contract amendment for SPD
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021, ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options.</p> <p>Earlier this year, L&I increased prevailing wage by \$0.55 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase.</p> <p>Additionally, SPD added on the new location of the South Precinct, the former East Central Library. This facility will need to be added to the contract for cleaning.</p> <p>The total cost of the increased prevailing wage, along with the addition of the South Precinct is \$7,691.24, bringing our contract to a total to \$59,235.72 annually.</p>
Proposed Council Action	
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>As this is a janitorial service agreement, there is no impact.</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No data will be collected as this is a janitorial service agreement.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT

Title: **JANITORIAL SERVICES FOR SPOKANE
POLICE DEPARTMENT PROPERTIES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, 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 Janitorial Services for Spokane Police Department Properties; and

WHEREAS, an increase in prevailing wage and an additional property necessitates additional funds, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2022 and shall run through May 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 72/100 DOLLARS (\$59,235.72)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ABM INDUSTRY GROUPS, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – New Pricing Letter, dated May 24, 2023

23-141

ATTACHMENT A



Spokane Branch Office
112 N. Altamont Street
Spokane, WA 99202
Telephone: (509) 535-2022
Facsimile: (509) 534-5074

May 24, 2023

Spokane Police Department
Michelle Loucks
1100 West Mallon Ave
Spokane, WA 99260

RE: Spokane Police Department

Dear Michelle,

We are proud to be a partner with the Spokane Police Department and look forward to a continued successful relationship for years to come.

Enclosed is the Contract Addendum to add an additional Spokane Police Department location and increase monthly pricing for the other four (4) locations.

Please sign and return to me. Feel free to call if you have any questions or concerns.

Sincerely,

Jonathan Bowen

Jonathan Bowen
District Manager
509.535.2022
Jonathan.bowen@abm.com



AMENDMENT TO JANITORIAL SERVICES AGREEMENT

This First Amendment (“Amendment”) is entered into as of June 1, 2023 (“Effective Date”), between Spokane Police Department (“Client”), and ABM Industry Groups LLC (“Contractor”). This Amendment is intended to modify and amend the Janitorial Service Agreement, entered into June 1, 2022, between Client and Contractor.

As of the Effective Date, Client and Contractor agree to amend the Janitorial Service Agreement as follows:

1. *Add new Spokane Police Department location: South Precinct 524 S Stone St Spokane, WA 99202*
2. *Increase monthly pricing for the following locations:*
 - *SPD - Gardner Facility: 1427 W Gardner Spokane, WA 99201*
 - *SPD - Alki Facility: 4010 E Alki Ave Spokane, WA 99202*
 - *SPD – Academy: 2302 N Waterworks St Spokane, WA 99212*
 - *SPD - North Precinct: 5124 N Market St Spokane, WA 99217*

See pricing in Exhibit B and services in Exhibit A.

Except as specifically modified by this Amendment, the terms of the Janitorial Services Agreement are hereby ratified and shall remain in full force and effect. This Amendment shall be incorporated into and made a part of the Janitorial Services Agreement, and all provisions of the Janitorial Services Agreement not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and Contractor hereto have executed this Amendment as of the date set forth below.

ABM INDUSTRY GROUP LLC
CONTRACTOR

SPOKANE POLICE DEPARTMENT
CLIENT

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Janitorial Specifications – Exhibit A

North Precinct, South Precinct, Academy & Gardner General Office Area

Each Visit

- Gather all wastepaper and garbage and take out to designated area.
- Sweep/mop all hard floor surfaces
- Vacuum all carpeted
- Flooring
- Damp mop ceramic/resilient floors
- Dust chairs, desks, tables & office furniture
- Dust ledges, flat surfaces & pictures
- Properly arrange furniture
- Lock designated doors, office doors upon completion of cleaning.
- Vacuum upholstered furniture

Weekly

- Dust and remove debris from metal entrance thresholds.
- Spot clean carpets

Monthly

- Dust High reach areas including shelves, ledges, vents and HVAC grills
- Dust window blinds
- Clean baseboards, carpet edges and corners
- Vacuum upholstered furniture

Kitchen/Employee Break Rooms

Each visit

- Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary
- Sweep and wet mop floors with an approved disinfectant
- Sweep and wet mop floors with an approved disinfectant
- Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures
- Clean and sanitize all sinks
- Damp wipe interior and exterior of microwave ovens
- Wipe exterior of refrigerator
- Vacuum all carpeted areas and area rugs

Weekly

- Edge vacuum carpet (where upright doesn't reach)

Monthly

- Spot clean carpets
- Dust high and low surfaces

Restrooms

Each Visit

- Gather all waste materials and take out to designated area
- Clean restroom mirrors
- Clean and sanitize sinks, counters, fixtures and chrome
- Clean and sanitize toilets, toilet seats and urinals
- Clean and refill all restroom dispensers from stock
- Mop/wash floors with disinfectant

Weekly

- Spot wash restroom walls, partitions and doors

Alki

General Office Area

Each Visit

- Gather all wastepaper and garbage and take out to designated area.
- Vacuum all carpets at entry doors
- Dust chairs, desks, tables & office furniture
- Properly arrange furniture
- Lock designated doors, office doors upon completion of cleaning.
- Clean entrance door glass and internal bullet-proof glass and window glass

Weekly

- Damp mop ceramic and resilient floors
- Clean and sanitize telephones
- Dust window ledges, tops of partitions and other low reach areas
- Dust and remove debris from metal entrance thresholds.
- Spot clean carpets

Monthly

- Dust High reach areas including shelves, ledges, vents and HVAC grills
- Dust window blinds
- Clean baseboards, carpet edges and corners
- Vacuum upholstered furniture

Kitchen/Lunchroom Area

Each Visit

- Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary
- Sweep and wet mop floors with an approved disinfectant
- Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures
- Clean and sanitize all sinks
- Damp wipe interior and exterior of microwave ovens
- Wipe exterior of refrigerator
- Vacuum all carpeted areas and area rugs

Weekly

- Edge vacuum carpet (where upright doesn't reach)

Monthly

- Spot clean carpets
- Dust high and low surfaces

Restrooms

Each Visit

- Gather all waste materials and take out to designated area
- Clean restroom mirrors
- Clean and sanitize sinks, counters, fixtures and chrome
- Clean and sanitize toilets, toilet seats and urinals
- Clean and refill all restroom dispensers from stock
- Mop/wash floors with disinfectant

Weekly

- Spot wash restroom walls, partitions, and doors

Your Service Quote – Exhibit B

We'll help you create new efficiencies to improve your bottom line

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on walk-throughs and specifications, discussions with you, and our industry expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared for: Spokane Police Department

Services: Janitorial Services

Location	Address	Monthly Price	Frequency
SPD - Gardner Facility	1427 W Gardner Spokane, WA 99201	\$1,102.79	Two (2) Times Per Week
SPD - Alki Facility	4010 E Alki Ave Spokane, WA 99202	\$641.63	Two (2) Times Per Week
SPD - Academy	2302 N Waterworks St Spokane, WA 99212	\$2,194.50	Six (6) Times Per Week
SPD - North Precinct	5124 N Market St Spokane, WA 99217	\$389.95	One (1) Time Per Week
SPD - South Precinct	524 S Stone St Spokane, WA 99202	\$607.44	One (1) Time Per Week

Price includes all labor, benefits, payroll taxes and insurance, supervision, cleaning supplies and equipment.

Restroom supplies, hand soap and plastic trashcan liners are **not included**, and are available at separate pricing.

Customer Initials _____

ABM Initials _____



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2022-0842
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of David Shafer, et al. v. City of Spokane.

Summary (Background)

This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 50,000

Select \$

Select \$

Select \$

Budget Account

From Claims

#

#

#

Approvals

Dept Head PICCOLO, MIKE

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 8/21/23 Committee Meeting

Council Sponsor Council Member Cathcart

Distribution List

sestes@kbmlawyers.com

nodle@spokanecity.org

ahaile@spokanecity.org

James.Scott@davies-group.com

sdhansen@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

4. COMPENSATION.

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

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

Finance and Administration Committee

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

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

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2023-0240
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al.

Summary (Background)

This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000

Select \$

Select \$

Select \$

Budget Account

From Claims

#

#

#

Approvals**Dept Head** PICCOLO, MIKE**Division Director****Finance** BUSTOS, KIM**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** 8/21/23 Committee Meeting**Council Sponsor** Council Member Cathcart**Distribution List**

sestes@kbmlawyers.com

James.Scott@davies-group.com

nodle@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

4. COMPENSATION.

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

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

Finance and Administration Committee

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

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

08/28/2023

Date Rec'd

8/16/2023

Clerk's File #

OPR 2022-0481

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

LYNDEN SMITHSON 6283

Project #**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR25260

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.

Summary (Background)

Amending to add an additional \$75,000 for a contract total of \$200,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 75,000

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

8/21/23 Committee Meeting

Division Director**Council Sponsor**

Council Member Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

bethk@summitlaw.com

For the Mayor

JONES, GARRETT

sdhansen@spokanecity.org

Additional Approvals

lsmithson@spokanecity.org

Purchasing

johnh@summitlaw.com

ywang@spokanecity.org

hhaws@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

4. COMPENSATION.

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

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2023-0847
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5934-23
Requisition #	CR25226

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5904 - COMBINED COMMUNICATIONS CHILLER REPLACEMENT

Agenda Wording
 Contract with Control Solutions Northwest, Inc. for the chiller replacement at the Combined Communications Building. Contract amount is for \$121,920.00, plus applicable sales tax. Requesting a 10% contingency reserve as well for any additional work.

Summary (Background)
 The Chiller at the CCB provides cooling air to all areas of the building except the equipment/server room. The existing Carrier Chiller is at end of life, becoming unreliable during peak summer temperatures and increasingly expensive to maintain and repair. Request for bids was posted under bid number IPWQ 5934-23 and (CSN) was the low bid of three bidders. This project was identified in the approved 2023 Capital Improvement Plan utilizing REET dollars.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ \$146,182.08	# 5904-71300-94220-56301-44012
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	PSCH 7/31/2023
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CP KINNEAR & CM CATHCART
Finance	SCHMITT, KEVIN	Distribution List	
Legal	BEATTIE, LAUREN	Tina Butori (tina.butori@controlsolutionsnw.com)	
For the Mayor	JONES, GARRETT	dstockdill@spokanecity.org	
Additional Approvals		fireaccounting@spokanecity.org	
Purchasing	NECHANICKY, JASON	kschmitt@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Brian Schaeffer
Contact Email & Phone	bschaeffer@spokanecity.org
Council Sponsor(s)	Kinnear/Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of contract with Control Solutions Northwest Inc. (CSN) to replace the Chiller at the Combined Communications Building (CCB), 1620 N. Rebecca St.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Chiller at the CCB provides cooling air to all areas of the building except the equipment/server room. The existing Carrier Chiller is at end of life, becoming unreliable during peak summer temperatures and increasingly expensive to maintain and repair. Request for bids was posted under bid number IPWQ 5934-23 and (CSN) was the low bid of three bidders. This project was identified in the approved 2023 Capital Improvement Plan utilizing REET dollars. Delivery time frame is 42 weeks for manufacturing plus shipping.</p> <p><u>COST:</u> \$121,920.00 plus sales tax & 10% contingency reserve.</p>
Proposed Council Action	Approval of Contract with Control Solutions Northwest Inc. not later than 8/13/2023.
Fiscal Impact	
Total Cost: <u>\$146,182.08</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: REET 1	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this facility serves all areas of the community.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and won't involve disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Reduced maintenance and repair costs will be tracked via normally billing processes.	

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

The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: COMBINED COMMUNICATIONS
BUILDING CHILLER REPLACEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane Valley, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to perform the Combined Communications Building Chiller Replacement; and

WHEREAS, the Contractor was selected through IPWQ No. 5934-23.

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 August 1, 2023, and shall run through March 31, 2024, 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 the Contractor’s IPWQ Response, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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 **ONE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED TWELVE AND NO/100 DOLLARS (\$134,112.00)**, plus applicable tax, 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 Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum for thirty (30) days following final acceptance or receipt of required releases, whichever is later.**

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. 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 Contractor's application except as provided in RCW 39.76. 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. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment / performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.**

6. PUBLIC WORKS.

The following public works 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.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address

and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. 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.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

9. 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.

10. INDEMNIFICATION.

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

11. 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 thirty (30) 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 thirty (30) 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.

12. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. DEBARMENT AND SUSPENSION.

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

20. 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.

21. 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.

CONTROL SOLUTIONS NORTHWEST, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s IPWQ Response

23-144

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.

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

ATTACHMENT C

Bid Response Summary

Bid Number IPWQ 5934-23
Bid Title Combined Communications Building Chiller Replacement
Due Date Tuesday, July 11, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company rick.ruiz@controlsolutionsnw.com
Submitted By rick.ruiz@controlsolutionsnw.com rick.ruiz@controlsolutionsnw.com - Tuesday, July 11, 2023 2:45:05 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rick.ruiz@controlsolutionsnw.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. Mandatory Pre-Bid Meeting	A Mandatory pre-bid meeting will be held on Thursday, June 29th, at 9:00 am at 1620 N Rebecca, Spokane, WA	I acknowledge and I understand
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 11, 2023.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. 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
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

<p>6. PAYMENT</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>7. REJECTION OF QUOTES</p>	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the 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.</p>	<p>I acknowledge and agree</p>
<p>8. REGISTERED CONTRACTOR</p>	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	<p>I acknowledge and agree</p>
<p>9. PUBLIC WORK REQUIREMENTS</p>	<p>The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.</p>	<p>I acknowledge and agree</p>

<p>10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</p>	<p>Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.</p>	<p>I acknowledge and agree</p>
<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p>	
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p></p>		

<p>1. SCOPE OF WORK</p>	<p>1. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced. 2. The Contractor will install (1) Carrier branded chiller unit. The replacement chiller will have like, or better, capacity/rating of the current, legacy unit. (placard attached in Documents section). 3. The Contractor will also install (2) industry-standard/commercial rated, replacement circulation pumps as part of this project. 4. The new chiller will utilize the existing concrete pad and repurpose as many of the glycol/fluid lines and drain lines as feasible. Contractor will ensure all fluid lines and drain lines are free flowing and will flush as needed. 5. The Contractor will recover and re-use as much of the existing glycol as feasible and will provide replacement glycol as needed. 6. The Contractor will be responsible for all plumbing and electrical connections. 7. The Contractor will coordinate with Control Solutions Northwest, the current HVAC servicer, for appropriately connecting the new chiller to the existing, Schneider-branded control system. 8. The Contractor is responsible for all permits. 9. Unit must have a BACnet communications card installed as part of the project.</p>	<p>I acknowledge and agree</p>
<p>a. EQUIPMENT DELIVERY TIMELINE</p>	<p>What is the delivery timeline for the equipment needed for this project?</p>	<p>42 Weeks for manufacturing plus shipping.</p>
<p>b.</p>	<p>Please indicate here Mfg. and Model# of Chiller being quoted.</p>	<p>Carrier Model# 30RC-0825S6-GJ706</p>
<p>c.</p>	<p>Please indicate here Mfg. and Model# of industry-standard/commercial rated, replacement circulation pumps being quoted.</p>	<p>Grundfos Model # 20959 VL</p>

<p>2. COMPLETION TIME</p>	<p>All Work under the contract shall be started within thirty (30) days of arrival of necessary equipment and completed within thirty (30) days of start date.</p>	<p>I acknowledge and agree</p>
<p>3. LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p>	<p>I acknowledge and agree</p>
<p>4. INTENT OF SPECIFICATIONS</p>	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	<p>I acknowledge and agree</p>
<p>6. WASHINGTON STATE RETAIL SALES TAX</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	<p>I acknowledge and agree</p>
<p>6. WASHINGTON STATE RETAIL SALES TAX</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	<p>I acknowledge and agree</p>

7. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
8. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
9. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
10. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree

<p>10. INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>

10. INSURANCE

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

I acknowledge and agree

11. PERFORMANCE BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 11, 2023.</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>

<p>13. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	<p>I acknowledge and I agree</p>
<p>14. SUBCONTRACTORS</p>	<p>Fill out the Subcontractor List in the Documents tab and upload it here.</p>	<p>Subs.docx</p>

BID

BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	CONTRSN976CR
CONTRACTOR RESPONSIBILITY	U.B.I. Number	602240826
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	042,153-00
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602240826
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12039912BUS
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&'s Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	Yes
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	

#1	SFD Combined Communications Building Chiller Replacement	Base	ea	1.00	\$121,920.00	\$121,920.00
#2	Sales Tax 9.0%	Base	ea	1.00	\$10,972.80	\$10,972.80
#3	Control Systems Connection costs	Base	ea	1.00	\$0.00	\$0.00
Total Base Bid	\$132,892.80					

Tanz Mechanical Insulation 29 E 27th Ave Spokane, WA 99203 509-323-9179

Wheelhouse Electric LLC 509-991-5796



< Business Lookup

License Information:

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

Entity name: CONTROL SOLUTIONS NORTHWEST, INC.

Business name: CONTROL SOLUTIONS NORTHWEST, INC.

Entity type: Profit Corporation

UBI #: 602-240-826

Business ID: 001

Location ID: 0001

Location: Active

Location address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

Mailing address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Cheney General Business - Non-Resident				Active	Oct-31-2023	Jun-30-2021
Liberty Lake General Business - Non-Resident				Active	Oct-31-2023	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2023	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BL			Active	Oct-31-2023	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2023	Feb-16-2004
Warden General Business - Non-Resident	C45			Active	Oct-31-2023	Oct-20-2021

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



Governing people**Title**

LAYMAN, MICHAEL (MIKE)

RUIZ, RICARDO

Registered Trade Names

Registered trade names**Status****First issued**

CSN

Active

Sep-16-2019

The Business Lookup information is updated nightly. Search date and time:
5/10/2023 8:40:26 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)

02/22/2023

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		CONTACT NAME: Mike Miller	
Bell Anderson Agency, Inc.		PHONE (A/C, No, Ext): (509) 329-2985	FAX (A/C, No): (509) 329-2984
600 SW 39th St., Suite 200		E-MAIL ADDRESS: mikem@bell-anderson.com	
Renton WA 98057		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Western National Assurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Control Solutions Northwest, Inc.		24465	
7222 E. Nora			
Spokane Valley WA 99212			

COVERAGES**CERTIFICATE NUMBER:** CL2322256148**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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP1253176	02/17/2023	02/17/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1252543	02/17/2023	02/17/2024	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1042798	02/17/2023	02/17/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	CPP1253176 - WA STOP GAP	02/17/2023	02/17/2024	<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: Upgrade to HVAC Control System at Fire Facilities

Certificate Holder is additional insured per endorsements #WNG139 0618. Waiver of Subrogation per endorsement #WNG139 0619. Primary & Non-Contributory per endorsement #WNG139 0618. Per Project Aggregate per the attached endorsement #CG2503 0509.

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
44 W. Riverside

Spokane

WA 99201-0189

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. **Primary and Noncontributory**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. **Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000	4
• Loss of Earnings Up To \$500/Day	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
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Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
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• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

- b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

- a. \$10,000; or
- b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.
- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
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If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage.

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:
- (1)** Any covered “auto” you lease, hire, rent or borrow.
 - (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance,” or
2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the “Schedule of Underlying Coverages.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph **3.** is replaced by the following:

- 3.** Any additional insured under any policy of “underlying insurance” will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a.** The minimum amount of insurance required by the contract or agreement, less any amounts payable by any “underlying insurance; or
- b.** The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”.



Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/15/2023
Clerk's File #	OPR 2023-0848
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 – INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOL LAMONTE GRIND AND OVERLAY

Agenda Wording

Interlocal agreement between the City and Spokane School District #81 to reimburse the school district for actual costs associated with the full-width paving of Lamonte Street from 30th Avenue to 33rd Avenue.

Summary (Background)

This interlocal agreement will provide for reimbursement to Spokane School District #81 for the costs incurred related to the grind and overlay of Lamonte Street from 30th Avenue to 33rd Avenue.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000.00

Expense \$ 78,000.00

Select \$

Select \$

Budget Account

1990-49894-95300-56501-99999

1380-24102-95300-56501-999999

#

#

Approvals

Dept Head MILLER, KATHERINE E

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other PIES 6/26/23

Council Sponsor Kinnear/Zappone

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Signee: Cindy Coleman

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Council Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Council President Kinnear, Councilmember Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement and SBO for the Lamonte Street Paving
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>District 81 approached the city with a request to fund a portion of Lamonte Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>City Staff presented to the PIES Committee on June 26th that the \$178,000 cost would come from two funding sources: \$100,000 from CTAB funds and \$78,000 from Traffic Calming funds. An SBO (see attached) is required to aggregate the funds.</p> <p>Since the June 26th PIES meeting, City Staff have met with the School District 81 to develop an Interlocal Agreement (see attached ILA). The agreement identifies the length of the project, from 30th to 33rd along Lamonte Street. The product will be a full width paving that will be reimbursed as a lump sum based on written invoice and supporting documentation.</p>
Proposed Council Action	Approve of both the ILA and SBO
Fiscal Impact Total Cost: <u>\$178,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Traffic Calming & Transportation Benefit District Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?
N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
Regarding Lamonte Street Paving**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, in 2019, the City and SPS entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities; and

WHEREAS, this historic collaboration included a variety of projects that benefit both entities and the populations they serve. These citizens support both the schools and the City through their taxes; and

WHEREAS, SPS is rebuilding Sacajawea Middle School located on 33rd Avenue and Lamonte, which includes some work on Lamonte Street between 30th and 33rd Avenues, which is a local access (residential) street; and

WHEREAS, to benefit surrounding residents and help ensure the longevity of Lamonte Street near the school, the City would like to enhance the SPS work by adding funding to pave the full width of Lamonte Street between 30th and 33rd Avenues; and

WHEREAS, this additional work will be done by the contractor for the Sacajawea Middle School rebuild, who was chosen through public bidding process and is memorialized herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND/SCOPE. This Agreement involves reimbursement to SPS for the additional cost associated with full-width paving of Lamonte Street between 30th and 33rd Avenues ("Project"). The Parties have received an estimated cost of \$178,000 for the Project from the contractor chosen to rebuild Sacajawea Middle School through the public bidding process. City will reimburse SPS for the actual costs of the Project, including Washington state sales tax.
2. PAYMENT. City will pay SPS directly for all costs of the Project in a lump sum amount. Said payment shall be made as follows: Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.

3. TERM. This Agreement will start August 1, 2023, and will terminate on December 31, 2023. This Agreement may be terminated only by mutual written agreement of the Parties.
4. LIABILITY. Each Party shall be responsible for its own negligence. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
5. ACCEPTANCE OF PROJECT. SPS will ensure all paving is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by SPS.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
10. WAIVER OF BEACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
11. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City: City of Spokane
Clint Harris
Street Department

901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its website or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 3.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Chief Finance and Business Services Officer

Dated: _____

CITY OF SPOKANE

MAYOR

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

08/28/2023

Date Rec'd	8/15/2023
Clerk's File #	OPR 2023-0849
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 25256

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 – INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOLS HEALTH CENTERS

Agenda Wording

Interlocal agreement between the City and Spokane School District #81 to provide for capital costs related to school-based health centers.

Summary (Background)

This interlocal agreement will establish funding for two school-based health centers at North Central High School and Shadle Park High School. Total maximum cost of \$300,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

1425-88153-57215-54201-97237

#

#

#

Approvals**Dept Head** FEIST, MARLENE**Division Director** FEIST, MARLENE**Finance** WALLACE, TONYA**Legal** HARRINGTON,
MARGARET**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing** NECHANICKY, JASON**Council Notifications****Study Session\Other** Urban Experience
6/12/23**Council Sponsor** Zappone/Bingle**Distribution List**

ddaniels@spokanecity.org

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

mfeist@spokanecity.org

eschoedel@spokanecity.org

kemiller@spokanecity.org

Signee: Shawn Jordan shawnj@spokaneschools.org

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min
Agenda Item Name	School Based Health Centers
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City Council previously allocated ARPA funding for School-based health initiatives. As part of that funding, the Council determined that it would like to support the creation of school health centers at two high schools.</p> <p>This ILA would formalize that plan, with the City to support each location with up to \$150,000 (total of \$300,000) with an equal match from the SPS. This funding would be for the capital costs. The health centers would be located North Central and Shadle high schools.</p>
Proposed Council Action	Approval of the ILA
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This ILA supports health services to students in our community. SPS has identified locations that need these services most.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A This is for capital expense only. SPS would track their student use.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
SPS will collect data on the use of the facilities.	

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 ILA is consistent with Council action on distribution of ARPA funds.

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
FOR CAPITAL COSTS FOR SCHOOL-BASED HEALTH CENTERS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, the Parties have entered into an Interlocal Cooperation Agreement (OPR 2019-0534) between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation involving agreements relating to certain real property, joint use of facilities, and allocation of responsibility for operating costs ("Joint ILA"); and

WHEREAS, the Joint ILA provides for collaboration to make the most efficient use of powers and resources between the Parties to provide services and public facilities that accord with the geographic, economic, population, and other factors influencing the needs and development of the communities served by the Parties; and

WHEREAS, the Parties wish to collaborate and partner to create space for School-Based Health Centers in two (2) high schools; and

WHEREAS, SPS has completed an analysis to estimate the capital costs to reconfigure a surplus school classroom into useable space for a School-Based Health Center to be approximately \$200,000 to \$250,000 per high school ("Project"); and

WHEREAS, RCW 28A.605.040 and AGO 2023-02 allow school districts to create useable space in school buildings and contract with private or public entities to use that space to open and operate health care clinics on school property; and

WHEREAS, the City has agreed to allocate up to \$300,000 toward the Project as matching capital funds from SPS to create space for School-Based Health Centers, representing a 50% match.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **BACKGROUND.** This Agreement involves a collaboration between the City and SPS to create usable space within existing school buildings for School-Based Health Centers in two high schools. There is a possibility of a third school location, with additional matching dollars, following further discussion and an additional written agreement between the Parties.
2. **SCOPE OF AGREEMENT.** The scope of the Agreement of the Parties is as follows:

- A. Design of Space: SPS will design and create useable space for School-Based Health Centers in North Central High School and Shadle Park High School, with input and review by the City regarding the space and permit requirements.
 - B. America Rescue Plan Funding Compliance: SPS will abide by the terms and conditions contained in Attachment A – ARP/CSLFRF CFDA 21.027 FUNDING.
 - C. Reimbursement: City will reimburse SPS for costs associated with capital costs of the School-Based Health Centers space not to exceed the sum total as provided below.
 - D. Additional Costs: SPS is responsible for any additional costs of the Project.
3. PAYMENT. CITY will reimburse SPS directly, as a 50% match for capital costs of the Project in an amount not to exceed Three Hundred Thousand Dollars (\$300,000). The City is agreeing to pay for half the cost of the capital improvements. Said payment shall be made as follows:
- A. Reimbursable costs for the Project are generally described in Exhibit “A”, which is attached hereto and incorporated into and made a part of this Agreement.
 - B. Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.
 - C. Should the Project improvements exceed the match amount of \$300,000, SPS will pay the balance.
4. TERM. This Agreement will start September 1, 2023, and will terminate on June 15, 2024. This Agreement may be terminated only by mutual written agreement of the Parties.
5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
6. ACCEPTANCE OF PROJECT. SPS will ensure all construction is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of building improvements prior to approval or acceptance of the Project by SPS.
7. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
8. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.
9. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

11. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane
Marlene Feist
Director Public Works and Utilities
808 W. Spokane Falls Blvd, FI 2
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

- G. Termination: This Agreement can be terminated in accordance with Section No. 4.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Chief Finance and Business Services Officer

Dated: _____

CITY OF SPOKANE

Mayor

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk

EXHIBIT "A"

The Project limits are for capital costs for existing classroom/school building reconfiguration to create space for School-Based Health Centers in North Central High School, 1600 N. Howard St., and Shadle Park High School, 4327 N. Ash St. Both of the proposed locations are accessed from within the school and total less than 1,000 square feet. The spaces are planned to have patient exam rooms, preferably two, a greeting reception area, provider workspaces and access to water. The spaces at both high schools can accommodate those basic requirements. The exact designs will come from a collaborative effort of SPS personnel and the selected School-Based Health Centers providers.

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations,
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92),
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended), and
Energy Related Building Standards (RCW 19.27A).

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury;

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5); and
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g)); and
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt.

Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title



Agenda Sheet for City Council Meeting of:
08/28/2023

Date Rec'd	8/15/2023
Clerk's File #	OPR 2023-0850
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	TOM WILLIAMS 7002	Project #	
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	SAFO TENTATIVE AGREEMENT		

Agenda Wording
SPOKANE FIRE DEPARTMENT - LOCAL 29 SAFO BARGAINING UNIT TENTATIVE AGREEMENT

Summary (Background)
Four-year Agreement beginning January 1, 2021.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	Exec. Session 6/29/23
Division Director	SCHAEFFER, BRIAN	Council Sponsor	Council Member Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	PICCOLO, MIKE	bschaeffer@spokanefire.org	
For the Mayor	JONES, GARRETT	tmwilliams@spokanecity.org	
Additional Approvals		dmoss@spokanecity.org	
Purchasing		lsmithson@spokanecity.org	
		kschmitt	

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

STRATEGIC PRIORITIES GOING INTO BARGAINING:

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

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

1. Succession Planning/Recruitment/Retention

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

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

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

- 1.2.1. Assist with future recruitment

1.3. Allow executive chief group to join SFFBU Health Trust

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

2. Fiscal Impact (Savings/Costs)

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

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

2.2. Eliminate one (1) floating holiday

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

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

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

2.4. OT reduction - Doubling of pay codes disallowed

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

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

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

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

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

2.5.5. Current BCs allowed right of first refusal to shift

2.6. Article XXIII – Pay adjustments

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

2.6.2. Section 3 – Step Increases –

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

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

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

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

2.7. Annual Sick Leave Buyback

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

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

2.7.1.2. 24-hour employees – above 1248 hours

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

3.1. Holidays

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

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

3.2. EMT License

3.2.1. Align with SFFBU CBA Article XX, Section 22

3.3. Training Pay

3.3.1. Align with SFFBU CBA Article XX, Section 18.2

3.4. Salary Savings Plan

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

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

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

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

3.5. Deferred Compensation Plan

3.5.1.Align with SFFBU CBA Article XVII Section 15

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

3.6. Debit Day Elimination

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

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

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

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

3.7. Current SAFO CBA changes

3.7.1.Article X – Vacation Allowance

3.7.1.1.Section 1 – Vacation Allowance

3.7.1.1.1.40-hour employee accrual changes

3.7.1.1.1.1.Hire – 11 years – 154 hours

3.7.1.1.1.2.Year 12 – 162 hours

3.7.1.1.1.3.Year 13 – 170 hours

3.7.1.1.1.4.Year 14 – 178 hours

3.7.1.1.1.5.Year 15 – 19 – 186 hours

3.7.1.1.1.6.Year 20+ - 226 hours

3.7.1.2.Section 2 – Paragraph 3 –

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

3.7.1.2.1.1.Payout in cash on final paycheck

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

3.7.2.Article XVI – General

3.7.2.1.Section 8 – Post Accident Drug Testing

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

3.7.3.Attachment A – Insurance

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

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

3.7.4.Attachment B – Reorganization

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

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

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

3.7.5. Attachment C – Administrative Battalion Chief MOU

3.7.5.1. removed from CBA

3.8. Align with SFFBU CBA

3.8.1. Article III – Union Security

3.8.1.1. Section 1 – Collective Support

3.8.1.2. Section 2 – Union Membership Obligations

3.8.2. Article XV – Holidays

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

3.8.3. Article XIV – Vacation Allowance

3.8.3.1. Section 4 – a - c

3.8.4. Article XVI Illness and Specialty Leaves

3.8.4.1. Section 5.2 – PFML Supplemental Benefits

3.8.4.2. Section 7 - Release for Union Business

3.8.4.3. Section 8 - Funeral bereavement

3.8.4.4. Section 9 – Military Leave

3.8.4.5. Section 11 – Emergency Leave

3.8.4.6. Section 12 – Administrative Leave

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

3.8.5. Article XVII – Salary Computations/compensations

3.8.5.1. Section 1 – Regular hourly rate

3.8.6. Article XX General

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

3.8.7. Article XXIII - Grievance Procedure and Arbitration

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

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

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

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

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

08/28/2023

Date Rec'd	8/15/2023
Clerk's File #	OPR 2023-0035
Renews #	
Cross Ref #	ORD C36431
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH THOMPSON 509-309-6948
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560-MUNICIPAL COURT-DUI GRANT AMENDMENT

Agenda Wording
 Amended award to increase DUI grant from Office of Traffic Safety (2023-AG-4779) an additional \$25,000.00.

Summary (Background)
 The initial award from the Office of Traffic Safety was for \$50,000.00 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol testing performed, Municipal Court did not have sufficient funding to cover the tests through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.00.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Revenue	\$ \$25,000	# 1360-91211-99999-33320-99999
Expense	\$ \$25,000	# 1360-91211-12500-54101-99999
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session\Other	Public Safety 7-31-2023
Division Director	LOGAN, MARY	Council Sponsor	CP Kinnear / CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET	hdelaney@spokanecity.org	
For the Mayor	JONES, GARRETT	sthompson@spokanecity.org	
Additional Approvals		jlargent@spokanecity.org	
Purchasing		kbustos@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE		

AMENDMENT # AG-4779-Amendment-24998
TO
2023-AG-4779-Spokane Municipal DUI Court
BETWEEN
WASHINGTON TRAFFIC SAFETY COMMISSION
AND
Spokane Municipal Court

The above-referenced Agreement is hereby amended as follows:

The budget categories and/or grant amount are adjusted as shown below for the following reason:

Additional funding requested to cover increased testing costs due to increase in testing frequency to align with NCDL best practice standards as well as an increase in the number of program participants. NHTSA approval for this amendment is included as an email on this grant.

Project Costs	Current Amount	Amended Amount
Employee salaries and benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Contract Services	\$0.00	\$0.00
Goods or other expenses	\$50,000.00	\$75,000.00
Equipment	\$0.00	\$0.00
Total	\$50,000.00	\$75,000.00

All other terms and conditions of this Contract remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

This Amendment is effective on the date it is fully executed.

Spokane Municipal Court

Signature: *Howard S. Delaney*

Email: hdelaney@spokanecity.org

Name: Howard Delaney
Title: Municipal Court Coordinator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Pamela E. Pannkuk*

Email: ppannkuk@wtsc.wa.gov

Name: Pam Pannkuk
Title: Deputy Director










Amendment_for_2023-AG-4779-Spokane Municipal DUI Court(25387296)_202305221230

Final Audit Report

2023-06-12

Created:	2023-05-22
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC3PZFWTRZNveYyPjV3DLwUwD3VuO44k8

"Amendment_for_2023-AG-4779-Spokane Municipal DUI Court(25387296)_202305221230" History

-  Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2023-05-22 - 4:30:12 PM GMT- IP address: 54.68.136.215
-  Document emailed to Howard Delaney (hdelaney@spokanecity.org) for signature
2023-05-22 - 4:30:16 PM GMT
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2023-05-22 - 5:44:01 PM GMT- IP address: 198.1.39.252
-  Email viewed by Howard Delaney (hdelaney@spokanecity.org)
2023-06-12 - 7:11:12 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Howard Delaney (hdelaney@spokanecity.org)
Signature Date: 2023-06-12 - 7:11:30 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Pamela E Pannkuk (ppannkuk@wtsc.wa.gov) for signature
2023-06-12 - 7:11:31 PM GMT
-  Email viewed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-06-12 - 7:53:45 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
Signature Date: 2023-06-12 - 7:55:19 PM GMT - Time Source: server- IP address: 198.239.155.119
-  Agreement completed.
2023-06-12 - 7:55:19 PM GMT

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Office of Traffic Safety Amended Award for Drug and Alcohol Testing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>DUI Court follows national best practices standards by the National Association of Drug Court Professionals and the National Center for DWI Courts. Both sets of standards recommend drug and alcohol testing at no less than twice per week to assist with accountability and abstinence in the program.</p> <p>The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the test through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.</p> <p>The amended award was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. Once the finalized award letter is received, an SBO will be submitted.</p>
Proposed Council Action	No action needed; information only
Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</p>	

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

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

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

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

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

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



Agenda Sheet for City Council Meeting of:
08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	OPR 2023-0851
Renews #	
Cross Ref #	
Project #	2023043
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD - 2023 RESIDENTIAL CHIP SEAL (2023043) - TBD

Agenda Wording
 Low Bid of (to be determined at bid opening to be held on August 28, 2023) (City, ST) for 2023 Residential Chip Seal - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.

Summary (Background)
 On August 28, 2023 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of 1,443,017.00. _____ other bids were received as follows: (to be determined). All information will be provided prior to the 8/28/2023 council meeting. (Various Neighborhood Councils)

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	PIES 07/24/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	eraea@spokanecity.org	
For the Mayor	JONES, GARRETT	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		ddaniels@spokanecity.org	
		jgraaf@spokanecity.org	
		pyoung@spokancity.org	
		(Contractor - Signee info)	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2023 Residential Chip Seal project
Summary (Background)	<ul style="list-style-type: none"> This project will chip seal residential streets in three areas as shown on the attached exhibits. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. This project is the annual TBD funded residential chip seal project. The project will be completed in two segments. The first segment of work is crack sealing which will occur in 2023. Then, in order to give the crack seal time to cure, chips sealing will occur in 2024.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: \$1.3M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

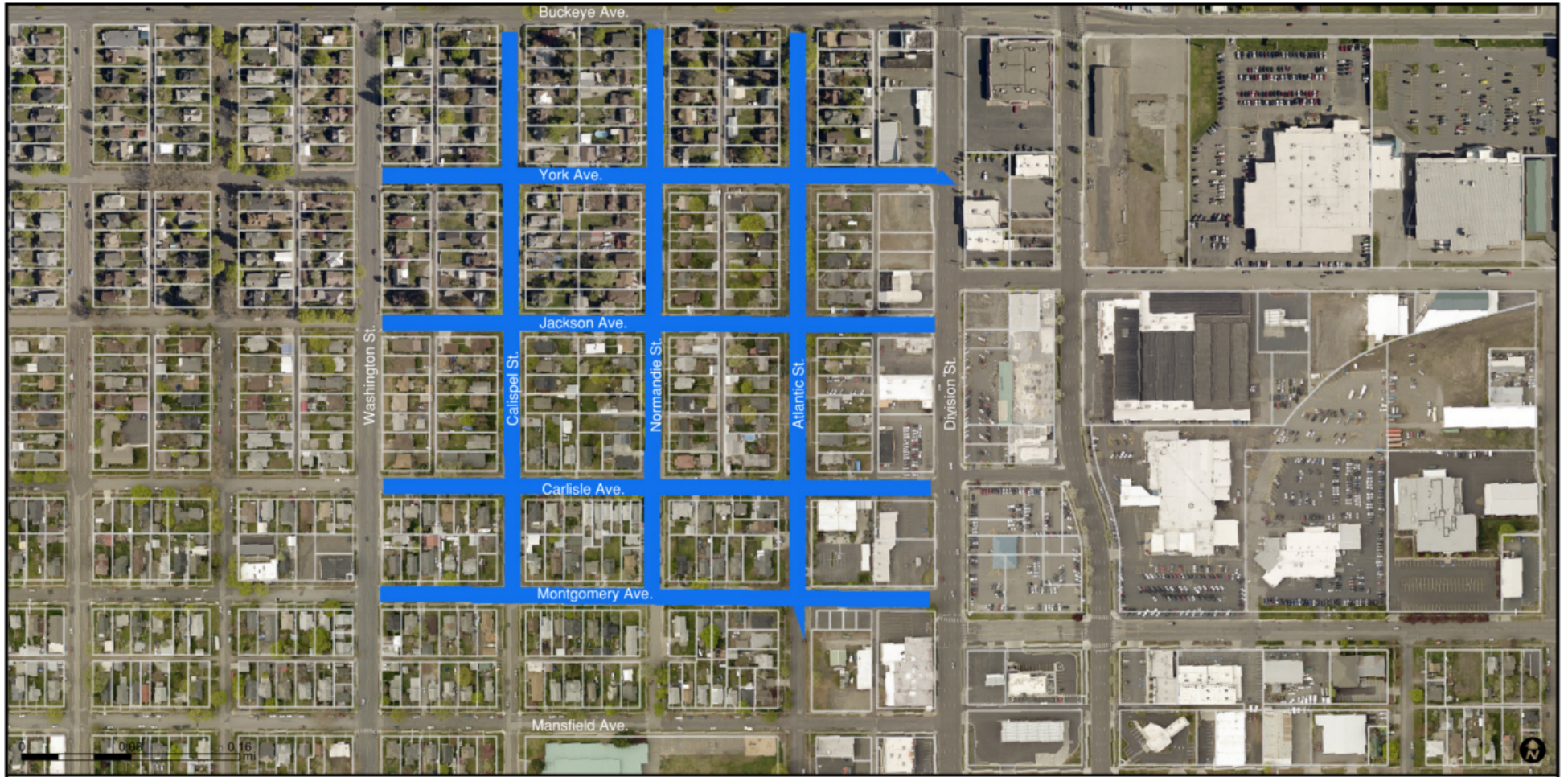
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

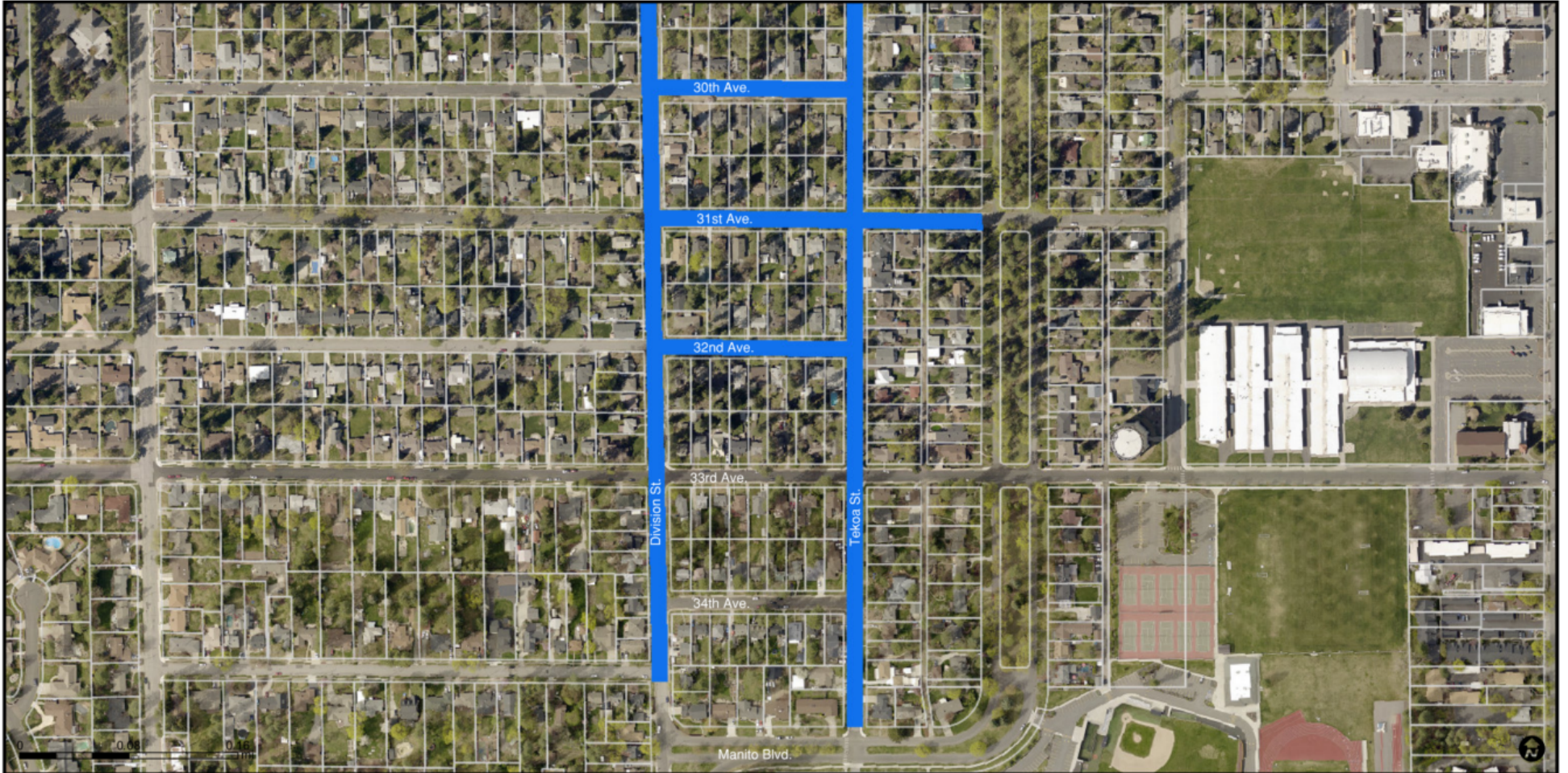
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

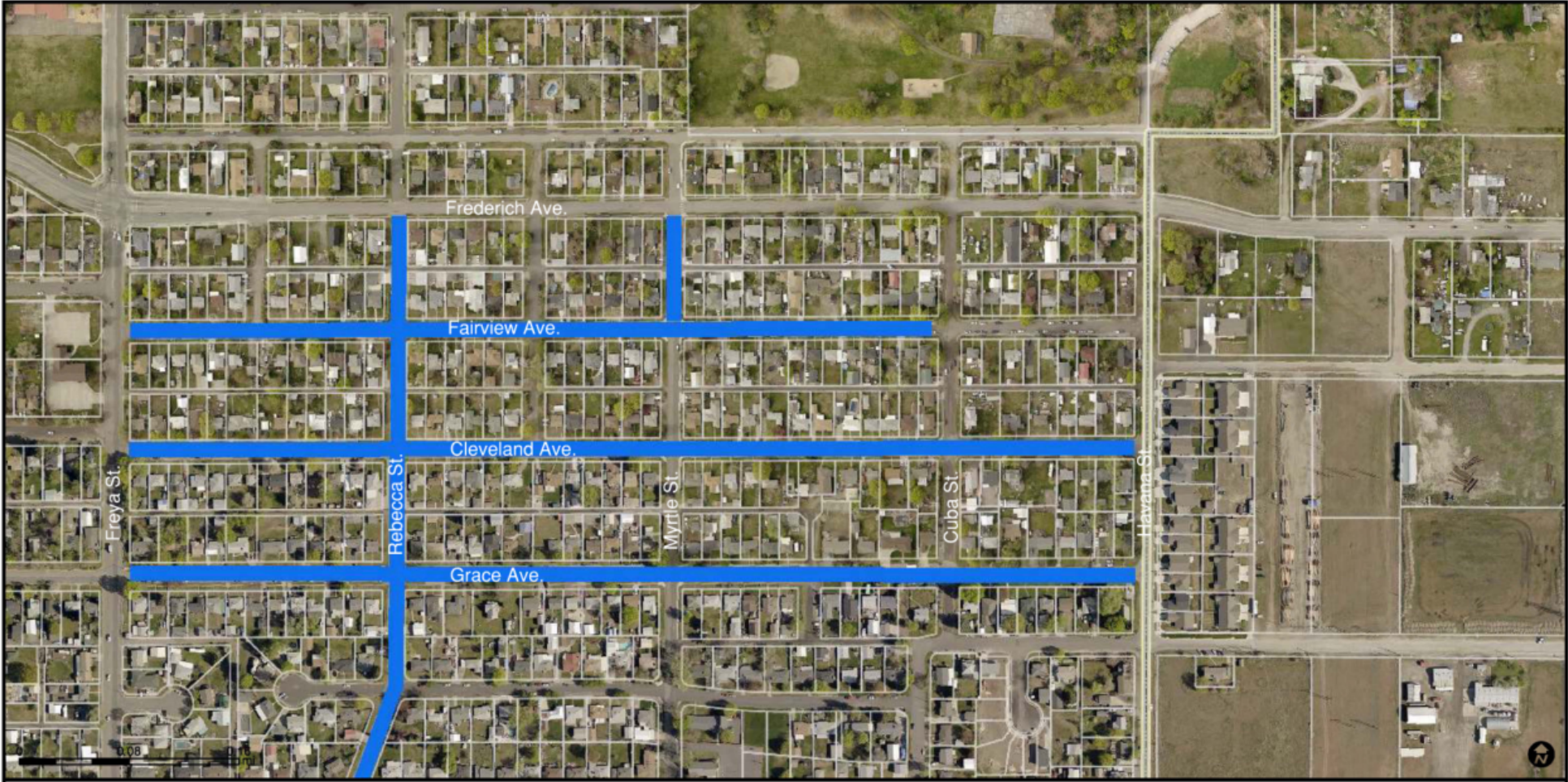
Normandie, et al Chip Seal



Tekoa, Division, et al Chip Seal



Cleveland, Rebecca, Et Al Chip Seal





Agenda Sheet for City Council Meeting of:

08/28/2023

Date Rec'd	8/15/2023
Clerk's File #	ORD C36430
Renews #	
Cross Ref #	ORD C36345
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	5200 – SBO FOR LAMONTE STREET GRIND AND OVERLAY

Agenda Wording

The Special Budget Ordinance (SBO) would increase appropriations by \$78,000 to the Traffic Calming Measures Fund and \$100,000 to the Transportation Benefit District Fund for Lamonte Street paving.

Summary (Background)

This SBO is for the purpose of reimbursement to Spokane Public School District 81 for the purpose of a grind and overlay of Lamonte Street from 30th Avenue to 33rd Avenue.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 78,000
Expense	\$ 100,000
Select	\$
Select	\$

Budget Account

#	1380-24102-95300-56501
#	1990-49894-95300-56501
#	
#	

Approvals

Dept Head	MILLER, KATHERINE E
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 6/26/23
Council Sponsor	Kinnear/Zappone

Distribution List

ddaniels@spokanecity.org
publicworksaccounting@spokanecity.org
eraea@spokanecity.org
mfeist@spokanecity.org
kemiller@spokanecity.org
eschoedel@spokanecity.org
ceharris@spokanecity.org

Additional Approvals

Purchasing	
MANAGEMENT & BUDGET	STRATTON, JESSICA

Council Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Council President Kinnear, Councilmember Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement and SBO for the Lamonte Street Paving
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>District 81 approached the city with a request to fund a portion of Lamonte Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>City Staff presented to the PIES Committee on June 26th that the \$178,000 cost would come from two funding sources: \$100,000 from CTAB funds and \$78,000 from Traffic Calming funds. An SBO (see attached) is required to aggregate the funds.</p> <p>Since the June 26th PIES meeting, City Staff have met with the School District 81 to develop an Interlocal Agreement (see attached ILA). The agreement identifies the length of the project, from 30th to 33rd along Lamonte Street. The product will be a full width paving that will be reimbursed as a lump sum based on written invoice and supporting documentation.</p>
Proposed Council Action	Approve of both the ILA and SBO
Fiscal Impact Total Cost: <u>\$178,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Traffic Calming & Transportation Benefit District Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?
N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36430

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Traffic Calming Measures Fund and the Transportation Benefit District 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 Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$78,000.
- A) Of the increased appropriation, \$78,000 is provided solely for construction of fixed assets.

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

- 1) Increase appropriation by \$100,000.
- A) Of the increased appropriation, \$100,000 is provided solely for construction of fixed assets.

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 pave a portion of Lamonte Street per the ILA with District 81, 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:

08/28/2023

Date Rec'd	8/16/2023
Clerk's File #	ORD C36431
Renews #	
Cross Ref #	OPR 2023-0035
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH THOMPSON 309-6948
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0560-MUNICIPAL COURT - SBO - DUI GRANT AMENDMENT

Agenda Wording

Approval for the amended award, which was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. The finalized award letter has been received.

Summary (Background)

The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the tests through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ \$25,000
Expense	\$ \$25,000
Select	\$
Select	\$

Budget Account

#	1360-91211-99999-33320-99999
#	1360-91211-12500-54101-99999
#	
#	

Approvals

Dept Head	HARTE, AMY
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Public Safety 7-31-2023
Council Sponsor	CP Kinnear / CM Wilkerson

Additional Approvals

Purchasing	kbustos@spokanecity.org
ACCOUNTING - GRANTS	MURRAY, MICHELLE
MANAGEMENT & BUDGET	STRATTON, JESSICA

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	509-309-6948 sthompson@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO - Office of Traffic Safety Amended Award for Drug and Alcohol Testing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>DUI Court follows national best practice standards by the National Association of Drug Court Professionals and the National Center for DWI Courts. Both sets of standards recommend drug and alcohol testing at no less than twice per week to assist with accountability and abstinence in the program.</p> <p>The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the test through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.</p> <p>The amended award was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. The finalized award letter has been received.</p>
Proposed Council Action	SBO approval 8/28/23
Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Office of Traffic Safety Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.	

The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.

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

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

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

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

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

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

ORDINANCE NO C36431

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

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

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$25,000.
 - A) Of the increased revenue, \$25,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
- 2) Increase appropriation by \$25,000.
 - A) Of the increased appropriation, \$25,000 is provided solely for procurement of drug tests.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Washington Traffic Safety Commission's DUI amended court grant, 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:**

07/31/2023

Date Rec'd

7/21/2023

Clerk's File #

RES 2023-0068

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

JONATHAN BINGLE 6275

Project #**Contact E-Mail**

JBINGLE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - REGIONAL HOMELESS AUTHORITY RESOLUTION

Agenda Wording

A Resolution of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the period of August 1, 2023, through October 15, 2023.

Summary (Background)

The Parties to this Resolution, in March 2023, committed through Legislative Action to a 90-day due diligence period to gather public input and evaluate the options of creating a Spokane Regional Authority for addressing Homelessness. This resolution states the Parties desire to request and commit to the continued services of SRC to work directly with leadership and staff of the Parties during a period of time with the intent of executing said legal documents to create the Regional Authority.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BYRD, GIACOBBE

Study Session\Other

PSCHC 7/31

Division Director**Council Sponsor**

Kinnear & Bingle

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor**Additional Approvals****Purchasing**

RESOLUTION NO. 2023-0068

A Resolution of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the period of August 1, 2023, through October 15, 2023.

WHEREAS, the Parties to this Resolution, in March 2023, committed through Legislative Action to a 90-day due diligence period to gather public input and evaluate the options of creating a Spokane Regional Authority for addressing Homelessness; and

WHEREAS, the Spokane Regional Collaborative (SRC), comprised of principles Gavin Cooley, Theresa Sanders and Rick Romero, agreed to donate their time and services to the Parties to complete this 90-day due diligence work; and

WHEREAS, that 90-day due diligence work was completed by SRC on June 28, 2023, with the presentation of a set of recommendations and draft legal documents, for the creation of a Spokane Regional Authority for Homelessness, Housing, Health and Safety; and

WHEREAS, the Parties have determined that advancing a joint and cooperative undertaking to coordinate services within an equitable operational framework will enable and facilitate joint planning, program funding and establishing standards for and accountability of programs, thereby improving the delivery of homelessness, affordable housing and behavioral health services and enhancing outcomes for those receiving such services in Spokane County; and

WHEREAS, the Parties desire to delve further into the details of funding, staffing, contracts and governance, in order to execute and/or enhance the legal documents that have been provided by SRC; and

WHEREAS, the Parties desire to request and commit to the continued services of SRC to work directly with the leadership and staff of the Parties during the period of August 1, 2023 through October 15, 2023 with the intent of executing said legal documents to create the Regional Authority; and

NOW, THEREFORE, the Parties hereby agree as follows:

Upon execution of this Resolution, the Parties agree to commit to SRC the following leadership and staff support pursuant to the effort:

- A. Access to and full support from leadership and staff as reasonably practicable from relevant departments and divisions of the Parties to this Resolution.

- B. Access to the appropriate data systems and full support as reasonably practicable of the staff relevant to homelessness, affordable housing and behavioral health data from the Parties to this Resolution.
- C. Access and full support as reasonably practicable from the appropriate accounting staff relevant to all funding identified in Section No. 5 of the draft Interlocal Agreement (ILA) proposed by SRC on June 28, 2023.
- D. Access and full support as reasonably practicable from the appropriate legal staff relevant to the contracts referenced in Section No. 5 of the draft ILA proposed by SRC on June 28, 2023.
- E. Continuation of the Elected and Leadership Committee that has been convening during the 90-day due diligence period, which will continue meeting every other Thursday until execution of the legal documents to create the Regional Authority.

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

City Clerk

Approved as to form:

Assistant City Attorney

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

08/28/2023

Date Rec'd	8/18/2023
Clerk's File #	RES 2023-0074
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	GIACOBBE BYRD 6715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION APPOINTING CITY COUNCIL MEMBER DISTRICT 2 POSITION 1

Agenda Wording

A Resolution appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear.

Summary (Background)

City Council adopted Resolution 2023-0060 on July 17, 2023 appointing Lori Kinnear to fill the position of Council President vacated by Breean Beggs, which created a vacancy in Council Member, District 2, Position 1. If amended, this resolution would fill that vacancy.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	8/28 PIES
Council Sponsor	CP Kinnear

Distribution List

	gbyrd@spokanecity.org
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Additional Approvals**Purchasing**

RESOLUTION NO. 2023-0074

A Resolution appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear.

WHEREAS, City Council adopted Resolution 2023-0060 on July 17, 2023 appointing Lori Kinnear to fill the position of Council President vacated by Breean Beggs; and

WHEREAS, Lori Kinnear's appointment to Council President created a vacancy in Council Member, District 2, Position 1.

WHEREAS, the Spokane City Charter section 8(C) states, "A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be"; and

WHEREAS, City Council adhered to the Charter requirements as well as the process established in Council Rule 7.1 in filling the City Council Member, District 2, Position 1 vacancy; and

WHEREAS, applications for the vacant City Council Member position opened on Tuesday, July 18, 2023 and the deadline for interested parties to submit their applications to be considered for the vacant City Council Member seat was 5:00 P.M. on Friday, August 4, 2023; and

WHEREAS, the City Clerk received nine (9) applications for the vacant position; and

WHEREAS, Council conducted interviews based on Council Member prioritization of the applicants at their regularly scheduled Study Session on Thursday, August 24, 2023; and

WHEREAS, Resolution 2023-0060 stated that Council intends to consider a resolution appointing the District 2, Position 1 Council Member on Monday, August 28, 2023; and

WHEREAS, in accordance with RCW 29A.24.020, the person who wins the current election for City Council Member, District 2, Position 1 will take office upon certification of the election results by the County Auditor, which is expected to occur on November 28, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council in compliance with the City Charter and Council Rules, elects to appoint _____ to serve as City Council Member, District 2, Position 1 until certification of the election results by the County Auditor in accordance with RCW 29A.24.020; and

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36424
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35964 & C35963
Contact Name/Phone	MARLENE FEIST 625-6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4100 – WATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the

Summary (Background)

The ordinance reflects no annual increase to water rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton

Additional Approvals

Purchasing	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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

This work is consistent with the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36424

AN ORDINANCE relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

((2021))	((2022))	((2023))	<u>2024</u>
(((\$17.72))	(((\$18.23))	(((\$18.76))	<u>\$18.76</u>

- a. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	2024
Zero up to 600	((\$0.3382))	((\$0.3481))	((\$0.3581))	<u>\$0.3581</u>
Greater than 600 up to 1,200	((\$0.7156))	((\$0.7363))	((\$0.7577))	<u>\$0.7577</u>
Greater than 1,200 up to 2,500	((\$0.9627))	((\$0.9906))	((\$1.0193))	<u>\$1.0193</u>
Greater than 2,500 up to 4,500	((\$1.2361))	((\$1.2719))	((\$1.3088))	<u>\$1.3088</u>
Greater than 4,500	((\$1.5435))	((\$1.5883))	((\$1.6344))	<u>\$1.6344</u>

C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and;
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month
-----------------	------------------------

	((2021))	((2022))	((2023))	2024
1 inch or smaller	(((\$18.78))	(((\$19.33))	(((\$19.89))	<u>\$19.89</u>
1 ½ inch	(((\$30.64))	(((\$31.53))	(((\$32.44))	<u>\$32.44</u>
2 inch	(((\$43.41))	(((\$44.67))	(((\$45.97))	<u>\$45.97</u>
3 inch	(((\$69.54))	(((\$71.56))	(((\$73.63))	<u>\$73.63</u>
4 inch	(((\$95.78))	(((\$98.55))	(((\$101.41))	<u>\$101.41</u>
6 inch	(((\$135.47))	(((\$139.40))	(((\$143.45))	<u>\$143.45</u>
8 inch	(((\$277.58))	(((\$285.63))	(((\$293.91))	<u>\$293.91</u>
10 inch	(((\$405.36))	(((\$417.12))	(((\$429.21))	<u>\$429.21</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	2024
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.3508))	(((\$0.3610))	(((\$0.3715))	<u>\$0.3715</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.7284))	(((\$0.7492))	(((\$0.7709))	<u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.0532))	(((\$1.0837))	(((\$1.1152))	<u>\$1.1152</u>

C. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	<u>(((\$18.78))</u>	<u>(((\$19.33))</u>	<u>(((\$19.89))</u>	<u>\$19.89</u>
1 ½ inch	<u>(((\$30.64))</u>	<u>(((\$31.53))</u>	<u>(((\$32.44))</u>	<u>\$32.44</u>
2 inch	<u>(((\$43.41))</u>	<u>(((\$44.67))</u>	<u>(((\$45.97))</u>	<u>\$45.97</u>
3 inch	<u>(((\$69.54))</u>	<u>(((\$71.56))</u>	<u>(((\$73.63))</u>	<u>\$73.63</u>
4 inch	<u>(((\$95.78))</u>	<u>(((\$98.55))</u>	<u>(((\$101.41))</u>	<u>\$101.41</u>
6 inch	<u>(((\$135.47))</u>	<u>(((\$139.40))</u>	<u>(((\$143.45))</u>	<u>\$143.45</u>
8 inch	<u>(((\$277.58))</u>	<u>(((\$285.63))</u>	<u>(((\$293.91))</u>	<u>\$293.91</u>
10 inch	<u>(((\$405.36))</u>	<u>(((\$417.12))</u>	<u>(((\$429.21))</u>	<u>\$429.21</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.
 - 1. Worksite will be inspected at least every ninety days to determine meter status.
 - 2. The meter installation will be made at the earliest possible date.

3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	(((\$18.78))	(((\$19.33))	(((\$19.89))	<u>\$19.89</u>
1 ½ inch	(((\$30.64))	(((\$31.53))	(((\$32.44))	<u>\$32.44</u>
2 inch	(((\$43.41))	(((\$44.67))	(((\$45.97))	<u>\$45.97</u>
3 inch	(((\$69.54))	(((\$71.56))	(((\$73.63))	<u>\$73.63</u>
4 inch	(((\$95.78))	(((\$95.88))	(((\$101.41))	<u>\$101.41</u>
6 inch	(((\$135.47))	(((\$139.40))	(((\$143.45))	<u>\$143.45</u>
8 inch	(((\$277.58))	(((\$285.63))	(((\$293.91))	<u>\$293.91</u>
10 inch	(((\$405.36))	(((\$417.12))	(((\$429.21))	<u>\$429.21</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
3 inch or smaller	(((\$19.88))	(((\$20.46))	(((\$21.05))	<u>\$21.05</u>
4 inch	(((\$28.07))	(((\$28.88))	(((\$29.72))	<u>\$29.72</u>
6 inch	(((\$39.01))	(((\$40.14))	(((\$41.30))	<u>\$41.30</u>
8 inch	(((\$47.19))	(((\$48.56))	(((\$49.97))	<u>\$49.97</u>
10 inch	(((\$56.44))	(((\$58.07))	(((\$59.76))	<u>\$59.76</u>

- B. For outside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
3 inch or smaller	(((\$29.83))	(((\$30.69))	(((\$31.58))	<u>\$31.58</u>
4 inch	(((\$42.09))	(((\$43.31))	(((\$44.57))	<u>\$44.57</u>

6 inch	(\$58.51)	(\$60.20)	(\$61.95)	<u>\$61.95</u>
8 inch	(\$70.77)	(\$72.82)	(\$74.94)	<u>\$74.94</u>
10 inch	(\$84.66)	(\$87.11)	(\$89.64)	<u>\$89.64</u>

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

(2021)	(2022)	(2023)	<u>2024</u>
(\$26.58)	(\$27.35)	(\$28.14)	<u>\$28.14</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	(2021)	(2022)	(2023)	<u>2024</u>
Zero up to 600	(\$0.5073)	(\$0.5220)	(\$0.5371)	<u>\$0.5371</u>
Greater than 600 up to 1,200	(\$1.0735)	(\$1.1046)	(\$1.1366)	<u>\$1.1366</u>
Greater than 1,200 up to 2,500	(\$1.4441)	(\$1.4860)	(\$1.5291)	<u>\$1.5291</u>
Greater than 2,500 up to 4,500	(\$1.8540)	(\$1.9077)	(\$1.9631)	<u>\$1.9631</u>
Greater than 4,500	(\$2.3153)	(\$2.3824)	(\$2.4515)	<u>\$2.4515</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$1.3140))	(((\$1.3521))	(((\$1.3913))	<u>\$1.3913</u>

B. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	((36.38))	((37.43))	((38.52))	<u>\$38.52</u>
1 ½ inch	((54.16))	((55.73))	((57.34))	<u>\$57.34</u>
2 inch	((73.33))	((75.46))	((77.65))	<u>\$77.65</u>
3 inch	((112.54))	((115.77))	((119.13))	<u>\$119.13</u>
4 inch	((151.87))	((156.27))	((160.80))	<u>\$160.80</u>
6 inch	((211.42))	((217.55))	((223.86))	<u>\$223.86</u>
8 inch	((424.69))	((437.00))	((449.68))	<u>\$449.68</u>
10 inch	((616.26))	((634.13))	((652.52))	<u>\$652.52</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	((36.38))	((37.43))	((38.52))	<u>\$38.52</u>
1 ½ inch	((54.16))	((55.73))	((57.34))	<u>\$57.34</u>
2 inch	((73.33))	((75.46))	((77.65))	<u>\$77.65</u>
3 inch	((112.51))	((115.77))	((119.13))	<u>\$119.13</u>
4 inch	((151.87))	((156.27))	((160.80))	<u>\$160.80</u>
6 inch	((211.42))	((217.55))	((223.86))	<u>\$223.86</u>

8 inch	(\$424.69)	(\$437.00)	(\$449.68)	<u>\$449.68</u>
10 inch	(\$616.26)	(\$634.13)	(\$652.52)	<u>\$652.52</u>

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	(2021)	(2022)	2023	<u>2024</u>
Zero up to 600 (Charge for all use: zero up to 600.)	(\$0.5262)	(\$0.5415)	(\$0.5572)	<u>\$0.5572</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(\$1.0924)	(\$1.1241)	(\$1.1567)	<u>\$1.1567</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(\$1.5799)	(\$1.6257)	(\$1.6728)	<u>\$1.6728</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.20161 is amended to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

(2021)	(2022)	(2023)	<u>2024</u>
(\$17.72)	(\$18.23)	(\$18.76)	<u>\$18.76</u>

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	<u>2024</u>
Zero up to 600	(((\$0.3382))	(((\$0.348))	(((\$0.3581))	<u>\$0.3581</u>
Greater than 600 up to 1,200	(((\$0.7156))	(((\$0.7363))	(((\$0.7577))	<u>\$0.7577</u>
Greater than 1,200 up to 2,500	(((\$0.9627))	(((\$0.9906))	(((\$1.0193))	<u>\$1.0193</u>
Greater than 2,500 up to 4,500	(((\$1.2361))	(((\$1.2719))	(((\$1.3088))	<u>\$1.3088</u>
Greater than 4,500	(((\$1.5435))	(((\$1.5883))	(((\$1.6344))	<u>\$1.6344</u>

B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	(((\$18.78))	(((\$19.33))	(((\$19.89))	<u>\$19.89</u>
1 ½ inch	(((\$30.64))	(((\$31.53))	(((\$32.44))	<u>\$32.44</u>
2 inch	(((\$43.41))	(((\$44.67))	(((\$45.97))	<u>\$45.97</u>
3 inch	(((\$69.54))	(((\$71.56))	(((\$73.63))	<u>\$73.63</u>
4 inch	(((\$95.78))	(((\$98.55))	(((\$101.41))	<u>\$101.41</u>
6 inch	(((\$135.47))	(((\$139.40))	(((\$143.45))	<u>\$143.45</u>
8 inch	(((\$277.58))	(((\$285.63))	(((\$293.91))	<u>\$293.91</u>
10 inch	(((\$405.36))	(((\$417.12))	(((\$429.21))	<u>\$429.21</u>

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	<u>2024</u>
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.3508))	(((\$0.3610))	(((\$0.3715))	<u>\$0.3715</u>

Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.7284))	(((\$0.7492))	(((\$0.7709))	<u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.0532))	(((\$1.0837))	(((\$1.1152))	<u>\$1.1152</u>

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36425
Renews #	
Cross Ref #	C35965
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6302
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4100 – WATER-WASTEWATER CAPITAL RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects no annual increase to water-wastewater capital rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton
Distribution List	
	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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

This work is consistent with the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36425

AN ORDINANCE relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month				
	((2021))	((2022))	((2023))	2024
Domestic user (Per single-family residence or equivalent residential unit):				
Domestic user – In City	((\$31.27))	((\$32.18))	((\$33.11))	<u>\$33.11</u>
Domestic user – Outside City	((\$35.83))	((\$36.87))	((\$37.94))	<u>\$37.94</u>
Commercial User:				
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((\$31.27))	((\$32.18))	((\$33.11))	<u>\$33.11</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((\$0.6559))	((\$0.6749))	((\$0.6945))	<u>\$0.6945</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((\$35.83))	((\$36.87))	((\$37.94))	<u>\$37.94</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((\$1.3114))	((\$1.3495))	((\$1.3886))	<u>\$1.3886</u>
Other services:				
PDA - Domestic User	((\$31.27))	((\$32.18))	((\$33.11))	<u>\$33.11</u>
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((\$31.27))	((\$32.18))	((\$33.11))	<u>\$33.11</u>

PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.6559))	(((\$0.6749))	(((\$0.6945))	<u>\$0.6945</u>
PDA Water only Domestic User -Capital Charge	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2623))	(((\$0.2699))	(((\$0.2777))	<u>\$0.2777</u>
PDA Wastewater only Domestic User- Capital Charge	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
PDA Wastewater only Commercial User - minimum commercial user charge (includes first forty-eight units)	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.3936))	(((\$0.4050))	(((\$0.4167))	<u>\$0.4167</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	(((\$1.3114))	(((\$1.3495))	(((\$1.3886))	<u>\$1.3886</u>
Non-domestic process water- wastewater capital rate (per thousand gallons)	(((\$44.95))	(((\$46.26))	(((\$47.60))	<u>\$47.60</u>
Septage charge (per thousand gallons)	(((\$44.95))	(((\$46.26))	(((\$47.60))	<u>\$47.60</u>
Water Service Only Domestic User- Capital Charge – In City	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
Water Service Only Domestic User- Capital Charge – Outside City	(((\$14.33))	(((\$14.75))	(((\$15.18))	<u>\$15.18</u>
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2623))	(((\$0.2699))	(((\$0.2777))	<u>\$0.2777</u>
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$14.33))	(((\$14.75))	(((\$15.18))	<u>\$15.18</u>
Water Service Only Commercial User – Outside City – capital consumption	(((\$0.5246))	(((\$0.5398))	(((\$0.5555))	<u>\$0.5555</u>

charge (over twenty eight units) (per hundred cubic feet)				
Wastewater Service Only Domestic User – Capital Charge – In City	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
Wastewater Service Only Domestic User – Capital Charge – Outside City	(((\$21.50))	(((\$22.12))	(((\$22.76))	<u>\$22.76</u>
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.3936))	(((\$0.4050))	(((\$0.4167))	<u>\$0.4167</u>
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$21.50))	(((\$22.12))	(((\$22.76))	<u>\$22.76</u>
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.7868))	(((\$0.8096))	(((\$0.833))	<u>\$0.833</u>

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36426
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35962 & C36963
Contact Name/Phone	MARLENE FEIST 625-6302	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4300 – WASTEWATER & SEWER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the

Summary (Background)

The ordinance reflects no annual increase to wastewater and sewer rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton

Additional Approvals

Purchasing	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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

This work is consistent with the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36426

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Basic domestic service charge	((\$25.53))	((\$26.27))	((\$27.03))	<u>\$27.03</u>
Cost per RV dump connection	((\$6.22))	((\$6.40))	((\$6.59))	<u>\$6.59</u>

Section 2: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

User Charge for Treatment of Standard Strength Wastewater	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	((\$1,823.87))	((\$1,876.76))	((\$1,931.19))	<u>\$1,931.19</u>
Per cubic foot	((\$2.44))	((\$2.52))	((\$2.59))	<u>\$2.59</u>

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Domestic charge	((<u>\$33.34</u>))	((<u>\$34.27</u>))	((<u>\$35.27</u>))	<u>\$35.27</u>
General stormwater charge	((<u>\$4.68</u>))	((<u>\$4.82</u>))	((<u>\$4.96</u>))	<u>\$4.96</u>
Cost for additional apartment	((<u>\$29.94</u>))	((<u>\$30.81</u>))	((<u>\$31.71</u>))	<u>\$31.71</u>
General stormwater charge per unit for four units or Less	((<u>\$4.01</u>))	((<u>\$4.13</u>))	((<u>\$4.25</u>))	<u>\$4.25</u>
General stormwater charge per unit for over four units	((<u>\$3.22</u>))	((<u>\$3.31</u>))	((<u>\$3.41</u>))	<u>\$3.41</u>

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Commercial user charge				
Per million gallons	((<u>\$2,353.33</u>))	((<u>\$2,421.58</u>))	((<u>\$2,491.80</u>))	<u>\$2,491.80</u>
Per hundred cubic feet	((<u>\$1.76</u>))	((<u>\$1.81</u>))	((<u>\$1.86</u>))	<u>\$1.86</u>
General stormwater charge				
Per impervious acre per year	((<u>\$1,124.41</u>))	((<u>\$1,157.07</u>))	((<u>\$1,190.57</u>))	<u>\$1,190.57</u>
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	((<u>\$0.94</u>))	((<u>\$0.96</u>))	((<u>\$0.99</u>))	<u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	((<u>\$81.94</u>))	((<u>\$84.32</u>))	((<u>\$86.77</u>))	<u>\$86.77</u>
Process/Seepage user charge				
Per million gallons	((<u>\$697.82</u>))	((<u>\$718.05</u>))	((<u>\$738.88</u>))	<u>\$738.88</u>
Per hundred cubic feet	((<u>\$0.5520</u>))	((<u>\$0.5371</u>))	((<u>\$0.5527</u>))	<u>\$0.5527</u>

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – Outside City Customers	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Domestic charge	((\$66.63))	((\$68.56))	((\$70.55))	\$70.55
Cost for additional apartment	((\$63.27))	((\$65.10))	((\$66.99))	\$66.99

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	((\$4,706.11))	((\$4,842.59))	((\$4,983.02))	\$4,983.02
Per hundred cubic feet	((\$3.52))	((\$3.62))	((\$3.73))	\$3.73

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	((2021))	((2022))	((2023))	2024
	Per million gallons	((\$4,706.11))	((\$4,842.59))	((\$4,983.02))
Per hundred cubic feet	((\$3.52))	((\$3.62))	((\$3.73))	\$3.73

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2021))	((2022))	((2023))	2024
User charge (per gallon)	(((\$0.2274))	(((\$0.2340))	(((\$0.2408))	\$0.2408

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	(((\$1,307.28))	(((\$1,345.19))	(((\$1,384.20))	\$1,384.20
Per hundred cubic feet	(((\$0.99))	(((\$1.02))	(((\$1.05))	\$1.05

Section 7: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge	Basic Charge	Basic Charge	Basic Charge
	((2021))	((2022))	((2023))	2024
500	(((\$265.14))	(((\$272.80))	(((\$280.71))	\$280.71
600	(((\$300.82))	(((\$309.54))	(((\$318.52))	\$318.52

700	(\$335.33)	(\$345.06)	(\$355.06)	<u>\$355.06</u>
800	(\$370.86)	(\$381.62)	(\$392.68)	<u>\$392.68</u>
900	(\$406.31)	(\$418.09)	(\$430.22)	<u>\$430.22</u>
1000	(\$441.56)	(\$454.37)	(\$467.55)	<u>\$467.55</u>
1100	(\$459.26)	(\$472.58)	(\$486.29)	<u>\$486.29</u>
1200	(\$476.91)	(\$490.74)	(\$504.97)	<u>\$504.97</u>
1300	(\$494.60)	(\$508.94)	(\$523.70)	<u>\$523.70</u>
1400	(\$512.15)	(\$527.01)	(\$542.29)	<u>\$542.29</u>
1500	(\$529.94)	(\$545.30)	(\$561.12)	<u>\$561.12</u>

Section 8: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2021))	((2022))	((2023))	<u>2024</u>
Monthly charge	(\$7.32)	(\$4.53)	(\$7.75)	<u>\$7.75</u>
Inspection fee (start-up, one-time fee)	(\$104.08)	(\$107.09)	(\$110.20)	<u>\$110.20</u>

Section 9: That SMC section 13.03.1011 is amended to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City’s monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge			Monthly Amount	
	((2021))	((2022))	((2023))	<u>2024</u>
PDA Residential User Charge:				-
Domestic User Charge	(\$66.63)	(\$68.56)	(\$70.55)	<u>\$70.55</u>
Additional Apartment	(\$63.27)	(\$65.10)	(\$66.99)	<u>\$66.99</u>
PDA Commercial User charge:				
Per million gallons	(\$2,353.33)	(\$2,421.58)	(\$2,491.80)	<u>\$2,491.80</u>
Per hundred cubic feet	(\$1.76)	(\$1.84)	(\$1.86)	<u>\$1.86</u>

General stormwater charge:				
Domestic Stormwater charge	((<u>\$33.31</u>))	((<u>\$34.27</u>))	((<u>\$35.27</u>))	<u>\$35.27</u>
General domestic stormwater charge per unit for four units or Less	((<u>\$4.01</u>))	((<u>\$4.13</u>))	((<u>\$4.25</u>))	<u>\$4.25</u>
General domestic stormwater charge per unit for over four units	((<u>\$3.22</u>))	((<u>\$3.31</u>))	((<u>\$3.41</u>))	<u>\$3.41</u>
Per impervious acre per year – commercial charge	((<u>\$1,124.41</u>))	((<u>\$1,157.02</u>))	((<u>\$1,190.57</u>))	<u>\$1,190.57</u>
Per one-one hundredth impervious acre - Commercial (See RCW 35.67.020; RCW 35.92.020)	((<u>\$0.94</u>))	((<u>\$0.96</u>))	((<u>\$0.99</u>))	<u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) - Commercial	((<u>\$81.94</u>))	((<u>\$84.32</u>))	((<u>\$86.77</u>))	<u>\$86.77</u>
Process/Seepage user charge:				
Per million gallons	((<u>\$697.82</u>))	((<u>\$718.05</u>))	((<u>\$738.88</u>))	<u>\$738.88</u>
Per hundred cubic feet	((<u>\$0.5220</u>))	((<u>\$0.5374</u>))	((<u>\$0.5527</u>))	<u>\$0.5527</u>

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36427
Renews #	
Cross Ref #	C35955
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4490 – SOLID WASTE DISPOSAL RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates of solid waste disposal public utilities & services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563 and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 10% to solid waste disposal for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton
Distribution List	
	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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

This work is consistent with the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36427

AN ORDINANCE relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$113.86))	(((\$117.16))	(((\$120.56))	<u>\$132.62</u>
Minimum charge per vehicle	(((\$18.60))	(((\$19.14))	(((\$19.70))	<u>\$21.67</u>

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$113.86))	(((\$117.16))	(((\$120.56))	<u>\$132.62</u>
Minimum charge per vehicle	(((\$18.60))	(((\$19.14))	(((\$19.70))	<u>\$21.67</u>

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$204.66))	(((\$210.59))	(((\$216.70))	<u>\$238.37</u>
Minimum charge per vehicle	(((\$102.32))	(((\$105.29))	(((\$108.34))	<u>\$119.17</u>

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

((2021))	((2022))	((2023))	2024

((\$18.60))	((\$19.14))	((\$19.70))	<u>\$21.67</u>
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1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 2: That a new section, SMC 13.02.0561 shall be added to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

((2021))	((2022))	((2023))	<u>2024</u>
((\$2.00))	((\$2.06))	((\$2.12))	<u>\$2.33</u>

Section 3: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	((2021))	((2022))	((2023))	<u>2024</u>
Per ton charge (then prorated by weight thereafter)	((\$57.42))	((\$59.08))	((\$60.80))	<u>\$66.88</u>
Minimum charge per vehicle	((\$6.11))	((\$6.29))	((\$6.47))	<u>\$7.12</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 4: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

- A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	((2021))	((2022))	((2023))	<u>2024</u>
Per ton charge (then prorated by weight thereafter)	(((\$149.39))	(((\$152.70))	(((\$157.12))	<u>\$172.83</u>
Minimum charge per vehicle	(((\$22.23))	(((\$22.87))	(((\$23.53))	<u>\$25.88</u>

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 5: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
- Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.29))	(((\$31.17))	(((\$32.08))	<u>\$35.29</u>

Per cubic yard plus applicable state taxes.

- In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
- The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

((2021))	((2022))	((2023))	<u>2024</u>
(\$18.60)	(\$19.14)	(\$19.70)	<u>\$21.67</u>

Section 6: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36428
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35530
Contact Name/Phone	MARLENE FEIST 625-6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4500 – SOLID WASTE COLLECTION RATES ORDINANCE		

Agenda Wording
An ordinance relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528,

Summary (Background)
The ordinance reflects an annual increase of 10% to solid waste collection for 2024 and includes updates and clarifications of definitions and fee schedules. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session\Other	Finance 6/17/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear/Bingle/Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	ddaniels@spokanecity.org	
For the Mayor	JONES, GARRETT	publicworksaccounting@spokanecity.org	
Additional Approvals		eraea@spokanecity.org	
Purchasing		eschoedel@spokanecity.org	
		kemiller@spokanecity.org	
		mfeist@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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

This work is consistent with the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36428

AN ORDINANCE relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0336 is amended to read as follows:

13.02.0336 Residential Containers

- A. Only premises generating solid waste of a nature and quantity typical for (~~single-family~~) residential households are eligible for service with residential style automated carts.
- B. Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

- 1. Automated Cart Service.

Automated carts are available in three sizes:

- a. Thirty(~~two~~) gallons (equivalent to a regular garbage can).
 - b. Sixty(~~eight~~) gallons (equivalent to two regular garbage cans); and
 - c. Ninety(~~five~~) gallons (equivalent to three regular garbage cans).
- 2. Recyclable materials carts have a sixty(~~four~~) or ninety gallon capacity. Larger volume service may be furnished with larger commercial-capacity containers.

Section 2: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
 - 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty(~~two~~) gallon automated cart.

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

Container pickup location is up to ~~((six))~~ two feet from vehicle access point for automated service or ~~((twelve))~~ six feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than ~~((twelve))~~ six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
20 gallon (Discontinued)	((15.68))	((16.14))	((16.60))	<u>\$18.26</u>
((32)) 30 gallon	((18.64))	((19.18))	((19.73))	<u>\$21.70</u>
((68)) 60 gallon	((33.73))	((34.71))	((35.72))	<u>\$39.29</u>
((95)) 90 gallon	((49.25))	((50.68))	((52.15))	<u>\$57.37</u>

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2021))	((2022))	((2023))	<u>2024</u>
((4.36))	((4.49))	((4.62))	<u>\$5.08</u>

E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Container pickup location from collection vehicle access (in feet).				
((6)) 2 feet (Automated) / ((12)) 6 feet (Semi-automated) to 50 feet	((14.90))	((15.33))	((15.78))	<u>\$17.36</u>
More than 50 feet to 100 feet	((29.77))	((30.63))	((31.52))	<u>\$34.67</u>
More than 100 feet to 150 feet	((44.63))	((45.92))	((47.25))	<u>\$51.98</u>
More than 150 feet to 200 feet	((59.50))	((61.22))	((63.00))	<u>\$69.30</u>

F. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons; items in excess of 30-35 gallons will be charged a higher fee.
2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

	((2021))	((2022))	((2023))	2024
Additional items (per item)				
Adjacent service	(((\$4.36))	(((\$4.49))	(((\$4.62))	<u>\$5.08</u>
Rollout service	(((\$5.52))	(((\$5.68))	(((\$5.84))	<u>\$6.42</u>
Extra automated cart dumping charges				
((32)) 30 gallon	(((\$4.66))	(((\$4.80))	(((\$4.94))	<u>\$5.43</u>
((68)) 60 gallon	(((\$8.43))	(((\$8.67))	(((\$8.92))	<u>\$9.81</u>
((95)) 90 gallon	(((\$12.32))	(((\$12.67))	(((\$13.04))	<u>\$14.34</u>
Contaminated recycling cart	(((\$8.43))	(((\$8.67))	(((\$8.92))	<u>\$9.81</u>
Contaminated yard cart	(((\$12.32))	(((\$12.67))	(((\$13.04))	<u>\$14.34</u>

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2023))	2024
(((\$4.62))	<u>\$5.08</u>

~~((1))~~ 2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

((2021))	((2022))	((2023))	2024
(((\$4.36))	(((\$4.49))	(((\$4.62))	<u>\$5.08</u>

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle

a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.

- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

Section 3: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a ~~((one-yard dumpster multiplied by the number of yards in))~~ the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Dumpster service				
1 cubic yard	(((\$100.01))	(((\$102.92))	(((\$105.89))	\$116.48
2 cubic yard	(((\$200.00))	(((\$205.80))	(((\$211.76))	\$232.94
3 cubic yard	(((\$300.02))	(((\$308.72))	(((\$317.67))	\$349.44
4 cubic yard	(((\$400.02))	(((\$411.62))	(((\$423.56))	\$465.92
6 cubic yard	(((\$600.02))	(((\$617.42))	(((\$635.33))	\$698.86
Dumpster lockbar for front-load dumpsters installation fee	(((\$100.55))	(((\$103.47))	(((\$106.47))	\$117.12

Section 4: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

Pickup Hauling Fee	((2021))	((2022))	((2023))	2024
Loose solid waste	(((\$142.50))	(((\$146.63))	(((\$150.88))	\$165.97
Compacted solid waste	(((\$168.61))	(((\$173.50))	(((\$178.53))	\$196.38

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 5: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$15.51))	(((\$16.16))	(((\$16.64))	<u>\$18.30</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 6: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on ~~((a one-yard compactor multiplied by the number of yards in))~~ the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Compactor service				
1 cubic yard	(((\$193.26))	(((\$198.86))	(((\$204.63))	<u>\$225.09</u>
2 cubic yard	(((\$386.52))	(((\$397.73))	(((\$409.27))	<u>\$450.20</u>
3 cubic yard	(((\$579.78))	(((\$596.59))	(((\$613.89))	<u>\$675.28</u>
4 cubic yard	(((\$773.05))	(((\$795.46))	(((\$818.53))	<u>\$900.38</u>
5 cubic yard	(((\$966.29))	(((\$994.31))	(((\$1,023.15))	<u>\$1,125.47</u>
6 cubic yard	(((\$1,159.54))	(((\$1,193.17))	(((\$1,227.77))	<u>\$1,350.55</u>

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

Special Compactor Services Requiring Extra Loading Time	((2021))	((2022))	((2023))	<u>2024</u>
Minimum charge	(((\$10.06))	(((\$10.36))	(((\$10.66))	<u>\$11.73</u>
Per estimated 10 minute interval	(((\$10.06))	(((\$10.36))	(((\$10.66))	<u>\$11.73</u>

Section 7: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:
1. have container properly prepared for pickup,
 2. have container at the required container pickup location,
 3. have container at the required location at the required time, or
 4. remove obstacles to department vehicle access

Return Trip Charges (Per Stop)	((2021))	((2022))	((2023))	<u>2024</u>
Automated ((Solid Waste Cart Service or Recycling)) Cart	(((\$14.95))	(((\$15.08))	(((\$15.52))	<u>\$17.07</u>
Commercial container dumpster/recycling dumpster	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>
Commercial container rolloff	(((\$31.95))	(((\$35.15))	(((\$31.95))	<u>\$35.15</u>
Move cart for access	(((\$7.91))	(((\$8.70))	(((\$7.91))	<u>\$8.70</u>

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer’s special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 8: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$32.99))	(((\$33.95))	(((\$34.93))	<u>\$38.42</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2021))	((2022))	((2023))	2024
Minimum charge	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>
Per estimated 15-minute interval	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

Section 9: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

- A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((2021))	((2022))	((2023))	2024
((Pressure Washing per hour))				
((Sandblasting – per hour))	(((\$95.00))	(((\$97.76))	(((\$100.59))	
((Repair and Welding – per hour))	(((\$85.00))	(((\$87.47))	(((\$90.00))	
((Paint – per hour))	(((\$95.99))	(((\$98.77))	(((\$101.64))	
((Decaling and Striping – per hour))	(((\$50.00))	(((\$51.45))	(((\$52.94))	
((Delivery and Pickup – per hour))	(((\$50.00))	(((\$51.45))	(((\$52.94))	
Front-Load & Rear-Load Dumpsters – per hour				<u>\$74.99</u>
Rolloff – per hour				<u>\$104.21</u>
30 gallon automated cart			(((\$13.29))	<u>\$14.62</u>
60 gallon automated cart			(((\$19.97))	<u>\$21.97</u>
90 gallon automated cart			(((\$26.62))	<u>\$29.28</u>

- B. Refurbishment.

When a customer discontinues service or a container otherwise needs ((a thorough cleanout)) repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	((2021))	((2022))	((2023))	2024
((Base – Rear-load refuse container				
((1 cubic yard	\$183.51	\$188.83	\$194.31	
2 cubic yard	\$194.84	\$200.49	\$206.31	
3 cubic yard	\$241.33	\$248.33	\$255.53	
4 cubic yard	\$251.39	\$258.69	\$266.19	
6 cubic yard	\$275.28	\$283.26	\$291.48	
Bottoms – Rear-load Refuse container				
1 cubic yard	\$167.18	\$172.03	\$177.02	
2 cubic yard	\$169.70	\$174.62	\$179.69	
3 cubic load	\$186.03	\$191.43	\$196.98	
4 cubic load	\$203.64	\$209.54	\$215.62	
6 cubic load	\$243.86	\$250.93	\$258.21	
Lids – Rear-load refuse container				
1 cubic yard	\$92.96	\$85.36	\$87.84	
2 cubic yard	\$89.25	\$91.83	\$94.50	
3 cubic yard	\$150.83	\$155.20	\$159.71	
4 cubic yard	\$178.49	\$183.67	\$188.99	
6 cubic yard	\$197.33	\$203.05	\$208.94	
Swing lids for 3, 4, and 6 cubic yard	\$169.70	\$174.62	\$179.69	
Casters – Rear-load refuse container				
1, 2, 3, 4, and 6 cubic yard	\$13.83	\$14.23	\$14.64	
Base – Front-load refuse container				
1 cubic yard	\$189.80	\$195.30	\$200.97	
2 cubic yard	\$213.68	\$219.88	\$226.26	
3 cubic yard	\$227.51	\$248.33	\$240.90	
4 cubic yard	\$241.33	\$248.33	\$255.53	
6 cubic yard	\$248.07	\$292.30	\$300.78	
Bottoms – Front-load refuse container				
1 cubic yard	\$138.28	\$142.29	\$146.41	
2 cubic yard	\$153.35	\$157.80	\$162.38	
3 cubic yard	\$199.85	\$205.65	\$211.61	
4 cubic yard	\$219.99	\$226.37	\$232.93	
6 cubic yard	\$257.69	\$265.17	\$272.86	
Lids – Front-load refuse container				

1 cubic yard	\$93.03	\$95.73	\$98.51	
2 cubic yard	\$99.30	\$102.18	\$105.14	
3 cubic yard	\$99.30	\$102.18	\$105.14	
4 cubic yard	\$106.84	\$109.94	\$113.13	
6 cubic yard	\$106.84	\$109.94	\$113.13	
Pocket covers for 1-2-3-4 & 6 cubic yard	\$69.14	\$71.14	\$73.21	
Base – Rolloff containers				
20 cubic yard	\$1,828.89	\$1,881.93	\$1,936.51	
30 cubic yard	\$2,004.86	\$2,063.00	\$2,122.83	
40 cubic yard	\$2,363.09	\$2,431.62	\$2,502.13	
Screened dome lid for 20 & 30 cubic yard	\$1,678.05	\$1,726.72	\$1,776.79	
Solid dome lid for 20, 30, & 40 cubic yard))	\$1,948.30	\$2,004.80	\$2,062.94	
Cleaning & Prep – per hour			(\$40.00)	\$44.00
Sandblasting – per hour			(\$89.00)	\$97.90
Repair and Welding – per hour			(\$85.00)	\$93.50
Paint – per hour			(\$89.00)	\$97.90
Decaling and Striping – per hour			(\$50.00)	\$55.00
Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour			(\$50.00)	\$55.00
((Container)) Rolloff hauling for refurbishment facility (round trip)			(\$150.88)	\$165.97

The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 10: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
 - 1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time,

any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	((2021))	((2022))	((2023))	2024
Delivery charge	((<u>\$30.17</u>))	((<u>\$31.05</u>))	((<u>\$31.95</u>))	<u>\$35.15</u>
Dumpster service for (3-6 cubic yard containers) ((rental fees)) – Flat Daily Charge (Rental Fee)	((<u>\$2.41</u>))	((<u>\$2.48</u>))	((<u>\$2.55</u>))	<u>\$2.81</u>
((*Plus appropriate disposal fee based on size of containers))				
Dump Fee 3 Cubic Yard Containers			((<u>\$109.44</u>))	<u>\$120.38</u>
Dump Fee 6 Cubic Yard Containers			((<u>\$218.89</u>))	<u>\$240.78</u>
Rolloff Service – Flat daily charge (Rental Fee)			((<u>\$5.08</u>))	<u>\$5.59</u>
Rolloff Service – Load haul fee (Per load)			((<u>\$150.88</u>))	<u>\$165.97</u>

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

C. Rental fee does not include Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For

some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2021))	((2022))	((2023))	2024
Nonpacker, single-axle, truck, and driver	((<u>\$27.01</u>))	((<u>\$37.79</u>))	((<u>\$28.60</u>))	<u>\$31.46</u>
Each extra person	((<u>\$22.49</u>))	((<u>\$23.15</u>))	((<u>\$23.82</u>))	<u>\$26.20</u>
Tandem-axle truck, driver, and loader	((<u>\$37.53</u>))	((<u>\$38.62</u>))	((<u>\$39.74</u>))	<u>\$43.71</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential & Multi-unit Dwellings	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Collection of single-stream recyclables				
((32)) 30, ((64)) 60, & ((95)) 90 gallon cart (bi-weekly service)	((16.88))	((17.36))	((17.87))	<u>\$19.66</u>
One cubic yard dumpster	((35.19))	((36.21))	((37.26))	<u>\$40.99</u>
Two cubic yard dumpster	((54.04))	((55.58))	((57.19))	<u>\$62.91</u>
Three cubic yard dumpster	((81.04))	((83.36))	((85.78))	<u>\$94.36</u>
Four cubic yard dumpster	((107.99))	((111.13))	((114.35))	<u>\$125.79</u>
Six cubic yard dumpster	((162.02))	((166.71))	((171.55))	<u>\$188.71</u>
Loose Yardage				
One yard	((47.77))	((49.15))	((50.58))	<u>\$55.64</u>
Two yards	((66.57))	((68.50))	((70.48))	<u>\$77.53</u>
Three yards	((93.57))	((96.28))	((99.07))	<u>\$108.98</u>
Four yards	((120.57))	((124.06))	((127.66))	<u>\$140.43</u>
Six yards	((174.59))	((179.65))	((184.86))	<u>\$203.35</u>

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty~~((eight))~~ gallon refuse rate for each fifty feet for items not within six feet of pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((2021))	((2022))	((2023))	<u>2024</u>
Single-axle truck and driver	((26.10))	((26.85))	((27.63))	<u>\$30.39</u>
Tandem-axle truck driver	((36.28))	((37.33))	((38.42))	<u>\$42.26</u>

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 13: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of “clean green” yard waste. Participation is voluntary.
1. To be accepted as “clean green” yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 3. Material may be bundled with rope or string next to the container not to exceed six feet in length.
 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that “clean green” yard material may not contain any of the following:
1. Sod (beyond small amounts).
 2. Rocks.
 3. Dirt.
 4. Gravel.
 5. Concrete.
 6. Glass.
 7. Metal.
 8. Plastic.
 9. (([Reserved])) Treated wood/bark.
 10. Animal feces.
 11. Paint residue.
 12. Christmas or holiday decorations.
 13. Non-compostable paper products.
 14. Flocking.

- 15. Dimensional lumber.
- 16. Stumps/roots.
- 17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety((-five)) gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis during the season which generally runs from March through November, on the same day as the customer's regular solid waste collection. Service is provided only in ninety((-five)) gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2021))	((2022))	((2023))	<u>2024</u>
March thru November	(((\$17.79))	(((\$18.31))	(((\$18.84))	<u>\$20.72</u>
December thru February	((No Charge))	((No Charge))	((No charge))	<u>No charge</u>
Extra Dump	(((\$4.46))	(((\$4.58))	(((\$4.72))	<u>\$5.19</u>

B. Yard waste cart packout charged at same rate as refuse (one half of standard sixty((-eight)) gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

- 1. The container pickup fee is:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

if requested within twelve months of the initial delivery.

The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 14. Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	7/26/2023
Clerk's File #	ORD C36429
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	KYLE ARRINGTON 625-4647
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4320 WASTEWATER MANAGEMENT SEWER ORDINANCE AMENDMENTS

Agenda Wording

Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and cost.

Summary (Background)

These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems. One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 7/24/23
Council Sponsor	CM Kinnear CM Bingle
Distribution List	
	hbarnhart@spokanecity.org
	kkeck@spokanecity.org
Additional Approvals	mmurray@spokanecity.org
Purchasing	Tax & Licenses
	atagnani@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Public Works – Riverside Park Water Reclamation Facility
Contact Name & Phone	Raylene Gennett (509) 625-7901
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sewer Ordinance Amendments – Wastewater Management
Summary (Background)	<p>Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City’s sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and costly cleanups.</p> <p>These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems.</p> <p>One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.</p>
Proposed Council Action & Date:	Council Consent August 7 th , 2023
Fiscal Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A - Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

ORDINANCE NO. C36429

AN ORDINANCE relating to updates to the pretreatment ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That a new section, SMC 13.03.0101 shall be added to read as follows:

13.03.0101 Abbreviations

FOG – Fats, oil, and grease.

Section 2: That a new section, SMC 13.03.0216 shall be added to read as follows:

13.03.0216 Grease Control Device(s).

"Grease control device(s)" means an appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oil, and grease (FOG) from wastewater. There are three types of grease control devices: gravity grease interceptors, hydromechanical grease interceptors, and mechanical grease removal devices.

Section 3: That a new section, SMC 13.03.0217 shall be added to read as follows:

13.03.0217 – Grease Interceptor.

"Grease interceptor" means a large tank installed underground designed to collect and control solid- food wastes and floating grease from wastewater prior to discharge into the sanitary sewer collection system. Grease interceptors are normally installed outside the building and use gravity to separate grease from the wastewater as it moves from one compartment of the interceptor to the next.

Section 4: That a new section, SMC 13.03.0218 shall be added to read as follows:

13.03.0218 Hydromechanical Grease Interceptor.

"Hydromechanical grease interceptor" or "grease trap" means a device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to

separate, trap and hold oil and grease substances, prior to discharge into the sanitary sewer collection system.

Section 5: That a new section, SMC 13.03.0219 shall be added to read as follows:

13.03.0219 Mechanical Grease Removal Device.

"Mechanical grease removal device" means a power operated device or combination of devices using electrical equipment to heat, filter, siphon, skim or otherwise separate and retain floating grease and solid food waste prior to the wastewater exiting the trap and entering the sanitary sewer collection system.

Section 6: That a new section, SMC 13.03.0220 shall be added to read as follows:

13.03.0220 Oil/Water Separator.

"Oil/water separator" means an appurtenance or appliance that is installed in a sanitary sewer drainage system to intercept petroleum fats, oils, and grease (FOG) from wastewater. There are two types of oil/water separators: baffle type separators and coalescing plate separators.

Section 7: That a new section, SMC 13.03.0221 shall be added to read as follows:

13.03.0221 Sand Trap.

"Sand trap" means an appurtenance or appliance that is installed in conjunction with an oil/water separator to intercept settleable granular particles from wastewater.

Section 8: That a new section, SMC 13.03.0222 shall be added to read as follows:

13.03.0222 Septic Tank.

"Septic tank" means a watertight treatment receptacle receiving the discharge of sewage from a building sewer or sewers, designed and constructed to permit separation of settleable and floating solids from the liquid, and detention and anaerobic digestion of the organic matter, as part of an on-site disposal system.

Section 9: That a new section, SMC 13.03.0223 shall be added to read as follows:

13.03.0223 Wastewater Hauler.

“Wastewater hauler” is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The director may approve industrial waste on a case-by-case basis.

Section 10: That SMC 13.03.0502 is amended to read as follows:

ARTICLE V. ~~((Grease, Oil and Sand Interceptors))~~ Grease Control Devices, Oil/water Separators, Sand Traps

13.03.0502 ~~((Grease traps))~~ Grease Control Devices.

~~((In all cases where a structure is used as a hotel, boardinghouse or restaurant, or where required by the building official or health officer, the owner must provide a properly constructed grease trap through which all wastes of a greasy nature shall be drained. All grease traps are of a type, capacity and design approved by the building official)).~~

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner’s expense and liability, as part of their waste disposal system. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622

Section 11: That a new section, SMC 13.03.0503 shall be added to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner’s expense and liability. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622.

Section 12: That SMC 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps — Maintenance.

~~((Where installed, all grease, oil and sand interceptors must be maintained by the owner, at the owner's expense and liability, in good order and condition at all times.))~~

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system.

1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, when the device is filled to twenty-five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer.
2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, when their last chamber is filled to twenty- five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.
4. Oil/water separators and sand traps shall be serviced by a licensed hazardous waste disposal company when the inlet chamber exceeds 6 inches of sludge accumulation, or when there is one inch or more of floating oil in either chamber, whichever comes first.
5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.
6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.
2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The director may grant an exception to the requirements of Subsections B.2 where the director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 13: That SMC 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

- A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the wastewater supervisor or designated wastewater inspector.
- B. ~~((Such inspection shall not be required for sewer))~~ Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to~~((These construction))~~, permit and inspection requirements and the more restrictive of ~~((are provided in))~~ the plumbing code of the City ~~((chapter 11.09 SMC))~~ SMC 17F.100 or the Side Sewer Installation Handbook.
- C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.
- D. Side sewer stubs are inspected by the wastewater management department.

Section 14: That SMC 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

- A. The director of engineering services prepares and updates “Regulations Governing Sewer Construction in the City of Spokane.”
 - 1. Copies of the regulations may be obtained in the department of engineering services.
- B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the sewer maintenance supervisor at the time of occurrence in accordance with the spirit and purpose of the regulations.
- C. Revision of or addition to the regulations may be made by the director of engineering services as specified in SMC 13.03.0902.

Section 15: That SMC 13.03.0628 is amended to read as follows:

13.03.0628 ((Enforcement)) Compliance Inspections

- A. ((The sewer maintenance supervisor, building official, health officer, director of public works and utilities and POTW director)) Authorized personnel of the health officer, the wastewater management department, or the building and planning department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.
- B. The owner or occupant of any house, building, or property ((is required to)) shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.
- C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.
 - 1. Failure to take such corrective action is an additional violation of this chapter.
 - 2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 16: That SMC 13.03.1216 is amended to read as follows:

13.03.1216 ((Septage)) Wastewater Haulers

A. ((Septage)) Wastewater haulers shall be charged a fixed rate per one thousand gallons of truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the director, plus a service fee for handling.

~~((B. Each septage hauler must log each load dumped with designated wastewater treatment plant operating personnel, and must comply with City rules for septage dumping procedures, times and clean-up, and must carry in the vehicle a copy of a certificate establishing the total truck tank volume. This certificate shall consist of an approved:~~

- ~~1. calculation of total truck tank volume, or~~
- ~~2. report of an actual displacement test to determine volume.~~

~~The certificate shall accurately indicate the total capacity of the vehicle for hauling septage.))~~

Section 17: Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/22/2023
Clerk's File #	ORD C36405
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL X6718 MEMBERS BINGLE & ZAPPONE
Contact E-Mail	JGUNN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - INTERIM PARKING REGULATIONS FOR HOUSING

Agenda Wording
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code

Summary (Background)
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	PIES 06/26/2023
Division Director		Council Sponsor	CM Zappone & CM Bingle
Finance		Distribution List	
Legal		zzappone@spokanecity.org	
For the Mayor		jgunn@spokanecity.org	
Additional Approvals		jbingle@spokanecity.org	
Purchasing		cldavis@spokanecity.org	
		gbyrd@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Bingle, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Interim Parking Regulations for Housing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program
Proposed Council Action	Vote to approve July 10 th
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This proposal aims to reduce the barriers to increasing affordable housing options in the city of Spokane and this may increase the opportunity of historically excluded communities to have access to affordable housing.	
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?	
Data on the number of increased units during the interim period will be collected.	

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?

It aligns with other policies aimed at increasing housing units in Spokane.

ORDINANCE NO. C36405

AN INTERIM ZONING ORDINANCE concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider the removal of off-street parking requirements in residential areas in Center and Corridors and within one-half mile thereof, among other incentives, in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the proposed actions will help to more fully implement the housing strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and

WHEREAS, during its 2023 Regular Session, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1110 (the "Act"), legislation designed to encourage the creation of more middle housing in areas traditionally dedicated to single-family housing; and

WHEREAS, the Act includes, among other provisions, a prohibition on local requirements for off-street parking as a condition of permitting development of middle housing near certain transit stops; and

WHEREAS, on June 14, 2023, the Washington State Department of Commerce and appropriate state agencies were notified of the City's intent to adopt this Ordinance consistent with RCW 36.70A.106; and

WHEREAS, that, as an emergency item, the interim ordinance is categorically exempt under the State Environmental Protection Action (SEPA) but to provide additional public notice and participation, an environmental checklist and Determination of No Significance were issued by Planning Services on June 23, 2023, and the SEPA comment period ended on July 12, 2023; and

WHEREAS, prior to the City Council public hearing on August 28, 2023, a legal notice of public hearing will be published in the *Spokesman-Review* and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to assist in implementing the housing strategies specified in RCW 36.70A.600(1) and Engrossed Second Substitute House Bill 1110 in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be

in effect until July 9, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to public transit usage, neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on August 28, 2023. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Parking Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Chapter 17C.405

Section 17C.405.010: Interim Parking Regulations for Housing

A. Purpose.

The development of off-street vehicle parking spaces can add cost to housing projects. In order to allow for less-costly housing options, the standards of this section allow property owners to choose how much residential off-street parking to provide for their needs. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Applicability

This section applies to Residential Household Living land uses in all areas of the City. Residential Housing Living is defined in SMC 17C.190.110.

C. Expiration.

This section shall expire on July 9, 2024.

D. Adjustment to Minimum Required Parking Spaces.

Notwithstanding other provisions of Title 17C SMC, including table 17C.230-2, Residential Household Living uses located within one-half (.50) mile walking distance of transit stops shall not be required to provide off-street vehicle parking.

E. **Adjustment to Fees.**

Notwithstanding other provisions of Title 17C SMC, including SMC 17C.230.110(D), fees may be charged for the use of off-street vehicle parking spaces in connection with a Residential Household Living use.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date