

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

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

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative 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 time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall 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 minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# ADDENDUM



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JULY 1, 2109

### ADMINISTRATIVE SESSION

#### CONSENT AGENDA

Request motion to suspend the Council Rules to add the following to the Current Agenda:

##### REPORTS, CONTRACTS AND CLAIMS

##### RECOMMENDATION

- |     |   |         |               |
|-----|---|---------|---------------|
| 12. | Approval of Purchase and Sale Agreement for property at 4210 E. Sprague Ave. to add emergency shelter capacity, including approval of \$50,000 earnest payment to the seller. | Approve | OPR 2019-0500 |
|-----|---|---------|---------------|

#### LEGISLATIVE AGENDA

Request motion to suspend the Council Rules to add the following to the Legislative Agenda:

##### SPECIAL BUDGET ORDINANCES

Ordinance C35792 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

##### General Fund

FROM: Unappropriated Reserves, \$200,000;

TO: Human Services, same amount.

(This action makes additional funds to support night-time shelter services for single women at the House of Charity until the new Hope House Shelter is available for use.)

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

07/01/2019

<u>Date Rec'd</u>	6/27/2019
<u>Clerk's File #</u>	OPR 2019-0500
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR20676

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	KELLY KEENAN X6056
<u>Contact E-Mail</u>	KKEENAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - SHELTER UPDATE AND PURCHASE APPROVAL

**Agenda Wording**

Approval of Purchase and Sale Agreement for property at 4210 E. Sprague Ave. to add emergency shelter capacity, including approval of \$50,000 earnest payment to the seller.

**Summary (Background)**

The City is pursuing additional shelter capacity located outside the immediate Downtown Spokane core, recognizing the gap in shelter services available to individual adults, including couples without children. CHHS is requesting for City Council approval on the Purchase and Sale Agreement for 4210 E. Sprague Ave. as a location for added shelter capacity, including approval of a \$50,000 earnest payment to the seller. Documents associated with closing will be brought to Council at soonest possible date.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 50,000	# 1790-85550-51010-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	PS & CH 7/1/2019
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	kkeen@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	tsigler@spokanecity.org	
<u>Additional Approvals</u>		tdanzig@spokanecity.org	
<u>Purchasing</u>		cbrown@spokanecity.org	
		Chhsaccounting@spokanecity.org	

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT**

*This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences*

Reference Date: May 10, 20 19

City of Spokane ("Buyer") agrees to buy and Hutton Settlement ("Seller") agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as TPN: 35221.0107 at 4200 E Sprague Avenue (approximately 152,769 SF of land, and three (3) buildings totaling approximately 46,400 SF) in the City of Spokane, Spokane County, Washington, 99202, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement and is not the date of "Mutual Acceptance," which is defined in Section 23.

1. **PURCHASE PRICE.** The purchase price is One Million, Eight Hundred Thousand Dollars (\$ 1,800,000.00 ) payable as follows (check only one):

☒ All cash at closing with no financing contingency.

☐ All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS\_FIN).

☐ \$ \_\_\_\_\_ OR \_\_\_\_\_ % of the purchase price in cash at closing with the balance of the purchase price paid as follows (check one or both, as applicable): ☐ Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS\_FIN); ☐ Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS\_FIN ).

☐ Other: \_\_\_\_\_ .

2. **EARNEST MONEY.** The earnest money in the amount of \$ 50,000.00 shall be in the form of ☒ Cash ☐ Personal check ☐ Promissory note (attached CBA Form EMN) ☒ Other: Check or Wire

The earnest money shall be held by ☐ Selling Firm ☒ Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

Buyer shall deliver the earnest money no later than:

☒ 10 days after Mutual Acceptance.

☐ On the last day of the Feasibility Period defined in Section 5 below.

☐ Other: \_\_\_\_\_ .

If the earnest money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: ☐ Selling Firm's pooled trust account (with interest paid to the State Treasurer) ☐ A separate interest bearing trust account in Selling Firm's name. The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

3. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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- ☒ Exhibit A - Legal Description
- ☐ Earnest Money Promissory Note, CBA Form EMN
- ☐ Promissory Note, LPB Form No. 28A
- ☐ Short Form Deed of Trust, LPB Form No. 20
- ☐ Deed of Trust Rider, CBA Form DTR
- ☒ Utility Charges Addendum, CBA Form UA
- ☐ FIRPTA Certification, CBA Form 22E
- ☒ Assignment and Assumption, CBA Form PS-AS
- ☐ Addendum/Amendment, CBA Form PSA
- ☐ Back-Up Addendum, CBA Form BU-A
- ☐ Vacant Land Addendum, CBA Form VLA
- ☐ Financing Addendum, CBA Form PS\_FIN
- ☐ Tenant Estoppel Certificate, CBA Form PS\_TEC
- ☐ Defeasance Addendum, CBA Form PS\_D
- ☐ Other \_\_\_\_\_

4. **SELLER'S UNDERLYING FINANCING.** Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the end of the Feasibility Period if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS\_D or any different process identified in Seller's defeasance notice to Buyer.

5. **FEASIBILITY CONTINGENCY.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 60 days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.

- a. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents within 5 days (2 days if not filled in) after Mutual Acceptance all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine within the Feasibility Period: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Seller shall transfer the Vendor Contracts as provided in Section 17.

- b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.
- c. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

**6. TITLE INSURANCE.**

- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a ☒ standard ☐ extended (standard, if not completed) coverage owner's policy of title insurance. Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by First American Title Company (a title company of Seller's choice, if not completed). If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the ~~earlier~~LATER of: (1) twenty (20) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** The sale shall be closed on or before fifteen (15) days from Buyers waiver of all Contingencies, however in no event shall the Closing be later than October 1, 2019, ("Closing") by First American Title Company ("Closing Agent") (Seller shall select the Closing Agent, if not completed). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three-day closing process described in CBA Form PS\_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.
8. **CLOSING COSTS AND PRORATIONS.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing date in the form required by Section 5(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

- a. **Unpaid Utility Charges.** Buyer and Seller ☐ WAIVE ☒ DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

9. **POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.
10. **OPERATIONS PRIOR TO CLOSING.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Period, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
11. **POSSESSION.** Buyer shall be entitled to possession ☒ on closing ☐ \_\_\_\_\_ (on closing, if not completed). Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.
12. **SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

13. **AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

**14. PERSONAL PROPERTY.**

- a. This sale includes all right, title and interest of Seller to the following tangible personal property: ☒ None ☐ That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the personal property shall be \$ \_\_\_\_\_ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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 601 W Main Ave., Ste. 400  
 Spokane, WA 99201  
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 Fax: 509-458-4014

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warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

15. **CONDEMNATION AND CASUALTY.** Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
  
16. **FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
  
17. **CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).
  
18. **NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Seller shall be deemed delivered only when received by Seller, Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 28.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall

INITIALS:    Buyer \_\_\_\_\_ Date \_\_\_\_\_      Seller \_\_\_\_\_ Date \_\_\_\_\_  
                  Buyer \_\_\_\_\_ Date \_\_\_\_\_      Seller \_\_\_\_\_ Date \_\_\_\_\_

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

**19. AGENCY DISCLOSURE.** At the signing of this Agreement,

Selling Broker Mike Livingston of Kiemle Hagood

represented Buyer

and the Listing Broker Carl Guenzel & Tim Kestell of Kiemle Hagood

represented Seller.

Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

- 20. ASSIGNMENT.** Buyer ☐ may ☒ may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

**21. DEFAULT AND ATTORNEY'S FEE.**

- a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (**check one**):

☒ Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

☐ Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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**(check one):**

☒ As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

☐ Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

### 22. MISCELLANEOUS PROVISIONS.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding Section 20 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

23. **ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight 5:00 PM of \_\_\_\_\_, 20\_\_\_\_ (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the \_\_\_\_\_ business day (if not filled in, the second business day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**COMMERCIAL & INVESTMENT REAL ESTATE  
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Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to and shall be effective when received by that party.

24. **INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
25. **CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
26. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of 6 % of the sales price or \$ \_\_\_\_\_. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of 3 % of the sales price or \$ \_\_\_\_\_. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 25 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.
27. **LISTING BROKER AND SELLING BROKER DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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28. **IDENTIFICATION OF THE PARTIES.** The following is the contact information for the parties involved in this Agreement:

**Buyer**

**Buyer:** City of Spokane

**Contact:** \_\_\_\_\_

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

**Business Phone:** \_\_\_\_\_

**Mobile Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Seller**

**Seller:** Hutton Settlement

**Contact:** Chad Venable

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

**Business Phone:** 509-838-2789

**Mobile Phone:** 509-595-3147

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Selling Firm**

**Name:** Kiemle Hagood

**Assumed Name: (if applicable)** \_\_\_\_\_

**Selling Broker:** Mike Livingston

**Address:** 601 W Main Ave, #400  
Spokane, WA 99201

**Business Phone:** 509-755-7559

**Mobile Phone:** 509-220-0443

**Email:** mikel@kiemlehagood.com

**Fax:** \_\_\_\_\_

**CBA Office No.:** \_\_\_\_\_

**Listing Firm**

**Name:** Kiemle Hagood

**Assumed Name: (if applicable)** \_\_\_\_\_

**Listing Broker:** Carl Guenzel & Tim Kestell

**Address:** 601 W Main Ave, #400  
Spokane, WA 99201

**Business Phone:** 509-755-7542

**Mobile Phone:** Carl: 509-755-7543; Tim: 509-999-3988

**Email:** carl.guenzel@kiemlehagood.com &  
tim.kestell@kiemlehagood.com

**Fax:** \_\_\_\_\_

**CBA Office No.:** \_\_\_\_\_

**Licensed Office of the Selling Broker**

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

**Business Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**CBA Office No.:** \_\_\_\_\_

**Licensed Office of the Listing Broker**

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

**Business Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**CBA Office No.:** \_\_\_\_\_

**Courtesy Copy of Notices to Buyer to:**

**Courtesy Copy of Notices to Seller to:**

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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<b>Name:</b> _____	<b>Name:</b> _____
<b>Address:</b> _____	<b>Address:</b> _____
<b>Business Phone:</b> _____	<b>Business Phone:</b> _____
<b>Fax:</b> _____	<b>Fax:</b> _____
<b>Mobile Phone:</b> _____	<b>Mobile Phone:</b> _____
<b>Email:</b> _____	<b>Email:</b> _____

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer _____ Printed name and type of entity	Buyer _____ Printed name and type of entity
Buyer _____ Signature and title	Buyer _____ Signature and title
Date signed _____	Date signed _____
Seller _____ Printed name and type of entity	Seller _____ Printed name and type of entity
Seller _____ Signature and title	Seller _____ Signature and title
Date signed _____	Date signed _____

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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**EXHIBIT A \***  
[Legal Description]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

PARCELA OF CITY SHORT PLAT FILE #Z9700088-SP, AS PER PLAT THEREOF RECORDED IN VOLUME 15 OF SHORT PLATS, PAGE 31,

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

35221.0107

4200 E Sprague Ave  
Spokane, Washington

\_\_\_\_\_

\* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS:    Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_  
                 Buyer \_\_\_\_\_ Date \_\_\_\_\_    Seller \_\_\_\_\_ Date \_\_\_\_\_

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	NBS & CHHS
<b>Subject:</b>	Shelter Update and Approval of Purchase and Sale Agreement for 4210 E. Sprague Ave
<b>Date:</b>	6/19/2019
<b>Author (email &amp; phone):</b>	Kelly Keenan ( <a href="mailto:kkeenan@spokanecity.org">kkeenan@spokanecity.org</a> , 509-625-6056)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Reduce Homelessness/Safe and Healthy
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Update on shelter additions for 2019, plus City Council approval of a Purchase and Sale Agreement for 4210 E. Sprague, including the release of \$50,000 in earnest money to the seller.

**Background/History:** Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.

The City has continued to pursue the addition of targeted capacity shelter resources located outside the immediate Downtown Spokane core, recognizing the gap in 24/7 emergency services available to the individual adults, including couples without children. After site search, CHHS is bringing forward for City Council Approval a Purchase and Sale Agreement for 4210 E. Sprague as a location for added shelter capacity. This added shelter capacity is intended to be housing-focused, and be an additional resource for accessing permanent housing solutions.

**Executive Summary:**

- The execution of the Purchase and Sale Agreement (attached for reference) starts a formal due diligence period on the property, during which remaining inspections and assessments will be completed and financing details finalized. If contingencies in the Purchase and Sale Agreement are met, the City would proceed with conversion and implementation of shelter service at the site. The Purchase and Sale Agreement requires \$50,000 be paid to the seller upon execution, which will be refunded to the City if contingencies of the agreement are not met.
- The City is actively seeking proposals from organizations interested in operating service components at the new shelter site. The associated Request for Proposal (RFP) documents are located on the City's website at <https://my.spokanecity.org/chhs/funding-opportunities/chhs/>. Applications submitted in response to the RFP are due by July 7<sup>th</sup>, 2019.
- If contingencies of the Purchase and Sale Agreement are met, sheltering services at the new site are expected to begin in September, pending the outcome of the RFP operator selection process.
- The City intends to work with the operator organization(s) selected through the RFP process to phase in service components and site improvements in phases.

- Service considerations for the new location, to be designed in partnership with operator selected through the RFP process include safe staff/client ratios, security, nighttime and daytime sheltering, hygiene services, transportation, health, and other case management.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: N/A

Known challenges/barriers: N/A



# Agenda Sheet for City Council Meeting

of:

07/01/2019

Date Rec'd

7/1/2019

Clerk's File #

ORD C35792

Renews #

Submitting Dept

HOUSING & HUMAN SERVICES

Contact

KELLY KEENAN 625-6056

Contact E-Mail

[KKEENAN@SPOKANECITY.ORG](mailto:KKEENAN@SPOKANECITY.ORG)

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

1680 - SBO FOR OVERNIGHT SHELTER FOR WOMEN

## Agenda Wording

CHHS seeks approval of a special budget ordinance appropriating additional funds for overnight women's shelter services and authorization to enter into a contract with Catholic Charities of Spokane - House of Charity Program.

## Summary (Background)

Additional funds are needed to support night-time shelter services for single women at House of Charity until the new Hope House is available and open.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 200,000

# 0100-99999-99999-99999

Expense \$ 200,000

# 0300-53010-65410-54999

Select \$

#

Select \$

#

## Approvals

## Council Notifications

**Dept Head**

KEENAN, KELLY

**Study Session**

**Division Director**

CORTRIGHT, CARLY

**Other**

**Finance**

Distribution List

**Legal**

DALTON, PAT

[kkeenan@spokanecity.org](mailto:kkeenan@spokanecity.org)

**For the Mayor**

[tsigler@spokanecity.org](mailto:tsigler@spokanecity.org)

Additional Approvals

[tdanzig@spokanecity.org](mailto:tdanzig@spokanecity.org)

**Purchasing**

[cbrown@spokanecity.org](mailto:cbrown@spokanecity.org)

[kburnett@spokanecity.org](mailto:kburnett@spokanecity.org)

[chhsaccounting@spokanecity.org](mailto:chhsaccounting@spokanecity.org)

ORDINANCE NO C35792

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999- 99999-99999	General Fund—Unappropriated Reserves	<u>\$ 200,000</u>
-------	----------------------------	--------------------------------------	-------------------

TO:	0300-53010- 65410-54999	General Fund—Human Services Other Misc Charges	<u>\$ 200,000</u>
-----	----------------------------	---	-------------------

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 **appropriate additional funds to support night-time shelter services for single women at House of Charity until the new Hope House Shelter is available for use**, 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.

Section 3. Be it resolved, by the City Council, that it authorizes staff to enter into contract for \$120,000 for Family Promise to ensure capacity for 60 family slots and \$20,000 for Transitions for the purpose of weekend hours for single women. These funds would be distributed from previously allotted grant funding that council approved all but \$140,000. These funds are located CHHS department waiting for distribution.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JULY 1, 2019

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

City of Spokane Guest Wireless access for Council Chambers for July 1, 2019:

User Name: **COS Guest**

Password: **DXq9KwZb**

Please note the space in user name.

Both user name and password are case sensitive.

# CITY COUNCIL BRIEFING SESSION

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

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

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

## ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |  |         |                              |
|--|---------|------------------------------|
| 1. Purchase without Contract with Graybar (Spokane, WA) of 108 LED lights for under freeway lighting—\$63,684.36 (plus tax).   | Approve | OPR 2019-0453<br>RFQ 5073-19 |
| 2. Value Blanket with Oxarc (Spokane, WA) for liquid chlorine in 150# cylinders and one ton containers—\$75,000 annually (incl. tax).  | Approve | OPR 2019-0454<br>BID 5070-19 |
| 3. Value Blanket with Fastenal Company (Bothell, WA) for Inventory Management Services from November 1, 2019 through October 31, 2021—Not to exceed \$187,500 per year for a two-year total cost of \$375,000 (incl. tax). | Approve | OPR 2016-0815<br>RFP 4265-16 |
| 4. Contract Amendment with cost for boilermaker services from Helfrich Brothers Boilerworks, Inc.—Additional \$800,000 needed for services in 2019.  | Approve | OPR 2017-0210<br>RFB 4309-17 |
| 5. Contract Renewal No. 1 of 2 with Inland Environmental Resources, Inc. to supply Magnesium Hydroxide to Riverside Park Water Reclamation Facility for effluent pH  | Approve | OPR 2016-0587<br>BID 4255-16 |

adjustment—Estimated cost: \$495,000 (plus tax).

- |     |  |                                   |                              |
|-----|--|-----------------------------------|------------------------------|
| 6.  | Contracts with Pitney Bowes (Spokane, WA) for:   | Approve<br>All                    | OPR 2019-0455                |
|     | a. Folder/Inserter, SendPro Mailing Machine, and proprietary software from August 12, 2019, through August 11, 2024—\$495,000 (plus tax).  |                                   |                              |
|     | b. RISO ComColor GD9630 Printer from July 15, 2019, through July 14, 2024—\$32,178.77.   |                                   | OPR 2019-0456                |
| 7.  | Contract for professional services with PMWeb for: Training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR 2017-0005 (Capital Project Management Software) from July 1, 2019, through June 30, 2020—\$100,000. | Approve                           | OPR 2019-0457<br>RFP 4196-16 |
| 8.  | Contract with Waste Management to provide for the disposal of contaminated soil excavated and removed from City of Spokane construction projects—\$500,000.  | Approve                           | OPR 2019-0461<br>RFP 5089-19 |
| 9.  | Acceptance of \$2,016,492 in Consolidated Homeless Grant funds from Spokane County and authorization to subgrant the funds out to partner agencies—\$2,016,492.  | Approve                           | OPR 2019-0463                |
| 10. | Report of the Mayor of pending payroll claims of previously approved obligations through June 21, 2019: \$8,008,506.80.  | Approve &<br>Authorize<br>Payment | CPR 2019-0002                |
| 11. | City Council Meeting Minutes: June 17, June 20, and June 24, 2019.   | Approve<br>All                    | CPR 2019-0013                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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# **LEGISLATIVE SESSION**

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

**(Council Reconvenes in Council Chamber)**

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

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

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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# **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCE**

**NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0046**      Setting hearing before the City Council for August 12, 2019, for the vacation of the alley between Napa St. and Martin St. in Block 15 of the plat of Avondale as requested by Ibex Commercial Flooring.
- RES 2019-0047**      Setting hearing before the City Council for August 12, 2019, for the vacation of the alley between Central and Columbia, from Julia to Myrtle, as requested by Ronald and Renea Dehn.
- RES 2019-0048**      Declaring Control Solutions Northwest, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a contract to supply, install and upgrade material for 7 UNC Building Control Devices at Riverside Park Water Reclamation Facility for \$172,161, without public bidding.
- ORD C35780**          Vacating portions of Erie Street (as part of the City's MLK Way Street Project.) (First Reading held June 3, 2019.)
- ORD C35787**          Creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.
- ORD C35788**          Relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.
- ORD C35789**          Regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

## **FIRST READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35791**          (To be considered under Hearings Item H1.b.)

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## **NO SPECIAL CONSIDERATIONS**

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## HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

### RECOMMENDATION

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of the alley between 3rd and I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90 as requested by owners having an interest in real estate abutting the above right-of-way. | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35790 vacating the alley between 3rd and I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90.   | Further<br>Action<br>Deferred       | ORD C35791 |

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### Motion to Approve Current Agenda for July 1, 2019 (per Council Rule 2.1.2)

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## OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## ADJOURNMENT

The July 1, 2019, Regular Legislative Session of the City Council will be held and then adjourned to July 15, 2019.

Note: The regularly scheduled City Council meeting for Monday, July 8, 2019, has been canceled.

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## NOTES

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

07/01/2019

<u>Date Rec'd</u>	6/13/2019
<u>Clerk's File #</u>	OPR 2019-0453
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	RFQ #5073-19
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #19271
Agenda Item Name	1100 - PURCHASE OF UNDERFREEWAY LIGHTING		

Agenda Wording

Approve purchase of 108 LED lights from Graybar (Spokane, WA) for a total expenditure of \$63,684.36 plus sales tax.

Summary (Background)

On 5/28/19 electronic quotes were received. There were two (2) electronic responses with Graybar being the lowest responsive bidder. This project will upgrade existing light levels under the I-90 viaduct. To date LED upgrades have occurred under the I-90 viaduct from Maple Street to McClellan Street, excluding roadway under-crossings. We will upgrade 108 fixtures located at viaduct roadway under crossings and parking areas between McClelland and Division Street.

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

Expense	\$ 69,352.27	# 1100-21500-42630-53210
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES - 4/22/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	vmelvin	
<u>For the Mayor</u>	ORMSBY, MICHAEL	nzollinger	
<u>Additional Approvals</u>		tprince	
<u>Purchasing</u>	PRINCE, THEA		

## Briefing Paper

### PIES Committee

<b>Division &amp; Department:</b>	Public Works/Street Department
<b>Subject:</b>	Underfreeway Lighting Upgrade
<b>Date:</b>	April 22, 2019
<b>Author (email &amp; phone):</b>	Clint Harris <a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> 625-7744
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure and Sustainability
<b>Deadline:</b>	5/9/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Complete Installation of fixtures by September 1, 2019
<p><u>Background/History:</u> <i>This project will upgrade existing high pressure sodium (HPS) fixtures to LED lighting to enhance light levels under the I-90 viaduct. To date LED upgrades have occurred under the I-90 viaduct from Maple Street to McClellan Street, excluding roadway under-crossings. We will upgrade 108 fixtures located at viaduct roadway under-crossings and parking areas between McClellan and Division Streets. In addition five fixtures will be purchased for stock. This will complete the under-freeway lighting upgrades.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><i>Estimated cost per fixture \$480</i></li> <li><i>Total estimated cost \$60,000 (incl. tax)</i></li> <li><i>Typical 5 year warranty</i></li> <li><i>Purchase using street lighting power service fund anticipated savings from City-wide LED cobra head deployment</i></li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

07/01/2019

<u>Date Rec'd</u>	6/10/2019
<u>Clerk's File #</u>	OPR 2019-0454
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	5070-19
<u>Requisition #</u>	VALUE BLANKET

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

**Agenda Wording**

New value blanket order with Oxarc (Spokane, WA) for liquid chlorine in 150# cylinders and one (1) ton containers valued at \$75,000.00 annually, including tax.

**Summary (Background)**

RFQ #5070-19 Liquid Chlorine, 150# Cylinders and 1 Ton Containers - Annual Supply was publicly solicited through the City's electronic bidding portal. One (1) quote was received. Award is correspondingly recommended to Oxarc (Spokane, WA) as the low responsive, responsible bidder. Initial award for a one (1) year term with two (2) annual renewal options at mutual consent.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 75,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 6/24/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	tprince@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	sjohnson@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Liquid Chlorine – Annual Value Blanket
<b>Date:</b>	24 June 2019
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	The existing order for these products has expired and a new order is needed to facilitate ongoing purchases.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of liquid chlorine cylinders on an as-needed basis for water disinfection over a one (1) year period.
<b>Background/History:</b> RFQ #5070-19 Liquid Chlorine, 150# Cylinders and 1 Ton Containers – Annual Supply was publicly solicited through the City's electronic bidding portal. One (1) quote was received. Award is correspondingly recommended to Oxarc (Spokane, WA) as the low responsive, responsible bidder.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Award Recommended to Oxarc (Spokane, WA) for \$75,000.00 (including tax) annually</li> <li>Initial award for a one (1) year term with two (2) annual renewal options at mutual consent</li> <li>Original RFQ #5070-19</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: --- Known challenges/barriers: ---	



**CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES**

914 E. North Foothills Drive  
 Spokane, Washington 99207  
 PHONE: 509.625.7800

## QUOTE TABULATION

Quote Number	5070-19
Description	Liquid Chlorine - 150# Cylinders and 1 Ton Containers - Annual Supply

	Oxarc			
150# Cylinders - Picked Up or Delivered x 268 (\$25 delivery fee)	\$52,563.39			
Deposit or Demurrage	\$ -			
1 Ton Containers - Delivered x 12 (\$25 delivery fee)	\$ 10,506.00			
Subtotal	\$ 63,069.39	\$ -	\$ -	\$ -
Sales Tax (8.9%)	\$ 5,613.18	\$ -	\$ -	\$ -
<b>Quote Total</b>	<b>\$ 68,682.57</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Lead Time (Business Days ARO)				
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*PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.  
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract renewal to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
<b>Date:</b>	June 24 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to renew contract with Inland Environmental Resources, Inc. to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$495,000 plus applicable taxes.
<p><u>Background/History:</u> RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.</p> <p>This is the first one-year renewal of BID #4255-16, which is scheduled to begin on July 1, 2019 and to end on June 30, 2020. The contract may be renewed for one additional one-year contract period with the total contract period not to exceed five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize the first of two renewals.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

07/01/2019

<u>Date Rec'd</u>	6/18/2019
<u>Clerk's File #</u>	OPR 2016-0815
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6878	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFP 4265-16
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490-VB FOR INVENTORY MANAGEMENT SERVICES AT THE WTE		

Agenda Wording

Value Blanket for Inventory Management Services from Fastenal Company, Bothell, WA. 11/1/2019 through 10/31/2021, with an annual spend not anticipated to exceed \$187,500.00 for a two year total cost of \$375,000.00 (incl. taxes).

Summary (Background)

On August 15, 2016, proposals were received in response to RFP 4265-16 for Inventory Management Services for approximately 990 individual items including electrical and lighting, first aid supplies, shop supplies, safety supplies and warehouse supplies. Responses were received from 4 vendors. Fastenal Company was selected as the most qualified and lowest cost proposer and awarded a 3-year value blanket with the option to extend for 1 additional 2-year period. This is the final extension.

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

Expense	\$ 375,000.00	# 4490-44100-37148-54201
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 6/24/19
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<u>Division Director</u>	SIMMONS, SCOTT M.
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<u>Finance</u>	ALBIN-MOORE, ANGELA
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<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
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Additional Approvals	tprince@spokanecity.org
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<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org
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## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for Inventory Management Services at the WTE
<b>Date:</b>	June 24, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to exercise the last two year extension to the value blanket with Fastenal Company.
<b>Background/History:</b> On August 15, 2016, proposals were received in response to RFP 4265-16 for Inventory Management Services for approximately 990 individual items including electrical and lighting, first aid supplies, maintenance shop supplies, safety supplies and warehouse supplies. Responses were received from 4 vendors. Fastenal Company was selected as the most qualified and lowest cost proposer and awarded a 3-year value blanket with the option to extend for 1 additional 2-year period, with the total period not to exceed 5 years.  This will be the final two year extension which will span from 11/1/2019 through 10/31/2021, with an annual spend not anticipated to exceed \$187,500.00 for a two year total cost of \$375,000.00 (incl. taxes).	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Extension of the Value Blanket (VB) for the purchase of various supplies at the WTE Facility with Fastenal.</li> <li>The VB was awarded for three years, with the option of one 2-year extension, in August of 2016 from RFP 4265-16.</li> <li>This will be the final extension from 11/1/2019 through 10/31/2021 with a two year cost of \$375,000.00 (incl. tax).</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

07/01/2019

<u>Date Rec'd</u>	6/18/2019
<u>Clerk's File #</u>	OPR 2017-0210
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFB 4309-17
Agenda Item Type	Contract Item	Requisition #	CR 20644
Agenda Item Name	4490-AMENDMENT TO CONTRACT FOR BOILERMAKER SERVICES AT THE WTE		

Agenda Wording

Contract amendment with cost for boilermaker services from Helfrich Brothers Boilerworks, Inc. An additional \$800,000.00 is needed for services in 2019.

Summary (Background)

Each year, two scheduled outages are performed on each of the two boilers at the WTE Facility. In 2017, Helfrich Brothers Boiler Works Inc. was awarded the contract for these services. The Superheater sections of the boilers were initially scheduled to begin being replaced in 2019 as part of our capital plan, which would have been bid out as a separate contract. This project was moved into 2020 and as a result, further funds are needed to complete additional repairs in 2019.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	YES		
Expense	\$ 800,000.00			#	4490-44100-37148-54803-34002
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	PIES 6/24
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		Distribution List	
<u>Legal</u>		ODLE, MARI		mdorgan@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		jsalstrom@spokanecity.org	
Additional Approvals			tprince@spokanecity.org		
<u>Purchasing</u>		PRINCE, THEA		rrinderle@spokanecity.org	
				Jessica Helfrich JeHelfrich@hbbwinc.com	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Amendment with Cost to Contract for Boilermaker Services at the WTE Facility
<b>Date:</b>	June 24, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources-Sustainable Practices; Innovative Infrastructure-Affordable Services
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of additional funds for boilermaker services; without which the WTE facility would not be able to continue uninterrupted operations.
<b>Background/History:</b> <p>Each year, two scheduled outages are performed on each of the two boilers at the WTE Facility. Experienced boilermakers make repairs and boiler tube replacements during these outages. A RFB was submitted for these services in 2017, of which Helfrich Brothers Boiler Works Inc. was the lowest cost responsive bidder.</p> <p>The Superheater sections of the boilers were initially scheduled to begin being replaced in 2019 as part of our capital plan, which would have been bid out as a separate contract. Due to their still relatively good condition found during the 2018 outages, this project was moved into 2020. As a result, further funds are needed on the boilermaker repair contract in 2019 to complete some additional repairs.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The WTE has two scheduled outages per year for each of the boilers, with an anticipated duration of 7-12 days each, with two 12-hour shifts per day.</li> <li>Critical repairs were identified and accomplished during the Spring Outage, and others will need to be completed during the 2019 Fall Outage.</li> <li>Additional repairs will result in an additional \$800,000.00 in cost, for a total spend of \$1,400,000.00 in 2019.</li> <li>Funding will be available due to deferment and/or a re-evaluation of other projects.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact: Without needed boiler repairs, the WTE facility will experience additional downtime due to unscheduled outages and incur additional costs for emergency repairs.

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: BOILERMAKER SERVICES FOR WASTE TO ENERGY FACILITY (WTE)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 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 perform **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES AND EMERGENCY OUTAGES AT THE CITY'S WASTE TO ENERGY FACILITY (WTE)**; and*

*WHEREAS, a change or revision of the Work has been requested, 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 original Contract, dated June 5, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature of the Parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHT HUNDRED THOUSAND AND 00/100 (\$800,000.00)**, for everything furnished and done under this Contract Amendment.

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.

**HELFRICH BROTHERS BOILER WORKS, INC. CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

07/01/2019

<u>Date Rec'd</u>	6/12/2019
<u>Clerk's File #</u>	OPR 2016-0587
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE CANNON 625-4642	<u>Project #</u>	
<u>Contact E-Mail</u>	MCANNON@SPOKANECITY.ORG	<u>Bid #</u>	4255-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4320 MAGNESIUM HYDROXIDE CONTRACT RENEWAL		

Agenda Wording

Renew purchase contract with Inland Environmental Resources, Inc. to supply Magnesium Hydroxide to RPWRF for effluent pH adjustment. Yearly estimated cost: \$495,000.00 plus applicable taxes.

Summary (Background)

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

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

Expense	\$ 495,000.00	# 4320.43260.35148.53203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 07/01/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	tprince@spokanecity.org	
		Tax & Licenses	
		Jeckhart@spokanecity.org	
		mcannon@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This is the first one-year renewal of BID #4255-16, which is scheduled to begin on July 1, 2019 and to end on June 30, 2020. The contract may be renewed for one additional one-year contract period with the total contract period not to exceed five years.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List




**City of Spokane**

**CONTRACT RENEWAL  
1 OF 2**

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

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

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

*WHEREAS, the initial contract provided for 2 additional one-year extensions, with this being the 1<sup>st</sup> of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on July 1, 2019 and run through June 30, 2020.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FOUR HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$495,000.00)** plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

**INLAND ENVIRONMENTAL  
RESOURCES, INC.**

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

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

\_\_\_\_\_  
Title

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

Attest:

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

**CITY OF SPOKANE**

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

David A. Condon  
\_\_\_\_\_  
Type or Print Name

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

Approved as to form:

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

U2019-137

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract renewal to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
<b>Date:</b>	June 24 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to renew contract with Inland Environmental Resources, Inc. to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$495,000 plus applicable taxes.
<p><u>Background/History:</u> RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.</p> <p>This is the first one-year renewal of BID #4255-16, which is scheduled to begin on July 1, 2019 and to end on June 30, 2020. The contract may be renewed for one additional one-year contract period with the total contract period not to exceed five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize the first of two renewals.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Barnhart, Heather

---

**From:** Karen Kurle <kkurle@inlande.com>  
**Sent:** Thursday, June 06, 2019 9:13 AM  
**To:** Barnhart, Heather  
**Cc:** Doug Kelley; Kevin Kohler  
**Subject:** RE: Renewal Request for Magnesium Hydroxide

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

Dear Heather,  
We are happy to renew this contact for another year.  
Please let us know if you need any additional information.  
I hope you have a fabulous day.  
Thank you,  
Karen

Our office will be closed on Thursday, July 4<sup>th</sup> for the Fourth of July Holiday.

Karen Kurle  
Office Manager  
kkurle@inlande.com  
IER  
PO Box 18978  
Spokane WA 99228  
Voice: 800-331-3314 or 509-328-3203  
Cell: 509-953-1125  
Fax: 888-331-3314 or 509-327-0432

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Tuesday, June 04, 2019 4:56 PM  
**To:** Doug Kelley <[dkelley@inlande.com](mailto:dkelley@inlande.com)>; Karen Kurle <[kkurle@inlande.com](mailto:kkurle@inlande.com)>  
**Subject:** Renewal Request for Magnesium Hydroxide  
**Importance:** High

Mr. Kelley:

Your current contract will be expiring on June 30<sup>th</sup>, 2019. Would you like to renew this contract with your current pricing of \$450/per ton for an additional year?

Please advise.

Thank you,

**Heather Barnhart** | Facility Inventory Foreperson | Procurement & Contracts Management  
Riverside Park Water Reclamation Facility | 4401 N Aubrey L White Pkwy, Spokane, WA 99205  
O: 509.625.4606 | C: 509.723.9392 | [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)

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

07/01/2019

<u>Date Rec'd</u>	6/3/2019
<u>Clerk's File #</u>	OPR 2019-0455
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20641
Agenda Item Name	5300 PITNEY BOWES NASPO LEASE		

Agenda Wording

Lease Contract with Pitney Bowes for Folder/Inserter, SendPro Mailing Machine, and proprietary software.  
Contract term: 5 years - August 12, 2019 through August 11, 2024.

Summary (Background)

In fourth quarter 2017, discussions began with Pitney Bowes in an effort to get an idea of what modernizing the Mail Center's technology would involve. Over the course of several meetings involving ITSD, Reprographics, and Utility Billing a solution was proposed. Because of a strong past and existing relationship with Pitney Bowes, and that this is on a state government contract, NASPO, no other bids were sought out.

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

Expense	\$ 39,138.79	# 5300-73700-18880-54501
Expense	\$ 7,651.84	# 5300-73700-18850-54804
Expense	\$ 2,983.55	# 5300-73700-18850-54820
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res -
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Pitney: Salvatore Polletta -	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Annual lease and maintenance cost: \$49,774.18 including tax (5300-73700-18880-54501 = \$39,138.79; 5300-73700-18850-54804 = \$7,651.84; 5300-73700-18850-54820 = \$2,983.55). Total contract amount for five (5) years = \$248,870.90 including tax.

Summary (Background)

This contract contains Pitney Bowes Relay 7000 Tabletop Inserter, Pitney Bowes SendPro3000 Mailing Machine, Planet Press software, and File Based Processing software and all associated maintenance. This is a modernization project to replace the aging and limited capability systems that are currently in place. The new systems have expanded capabilities that will enable the Mail Center to offer a wider variety of services to its City department customers. Furthermore, it allows piece by piece tracking of mail through the mail stream, enabling follow up with Utilities customers. This project spans across three contracts, and between them there is a cost savings seen via eliminated maintenance costs on current equipment, lease and maintenance costs on Xerox printers from the Datacenter, as well as some replacement funds available on current equipment.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List


## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	NASPO Contract with Pitney Bowes for lease of new Mail Center equipment (Insertter, Mail Machine, associated software)
<b>Date:</b>	June 17, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD Budget: Mail Center Operating Leases, Hardware Maintenance, and Software Maintenance Utilizing Budget Codes: 5300-73700-18880-54501 = \$39,139.05 5300-73700-18850-54804 = \$7,651.84 5300-73700-18850-54820 = \$2,983.52
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	New contract; start date will correspond with contract signing.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Implementation of new Mail Center equipment, including folder-insertter, mailing machine, and proprietary software that connects and controls the new machinery in order to replace the current aged, end-of-life, and limited capacity machines.
<b>Background/History:</b> <p>In fourth quarter 2017, discussions began with Pitney Bowes in an effort to get an idea of what modernizing the Mail Center's technology would involve. Over the course of several meetings involving ITSD, Reprographics, and Utility Billing a solution was proposed. Because of a strong past and existing relationship with Pitney Bowes, and that this is on a state government contract, NASPO, no other bids were sought out. This contract contains Pitney Bowes Relay 7000 Tabletop Insertter, Pitney Bowes SendPro3000 Mailing Machine, Planet Press software, and File Based Processing software and all associated maintenance.</p> <p>This is a modernization project to replace the aging and limited capability systems that are currently in place. The new systems have expanded capabilities that will enable the Mail Center to offer a wider variety of services to its City department customers. Furthermore, it allows piece by piece tracking of mail through the mail stream, enabling follow up with Utilities customers.</p> <p>This project spans across three contracts, and between them there is a cost savings seen via eliminated maintenance costs on current equipment, lease and maintenance costs on Xerox printers from the Datacenter, as well as some replacement funds available on current equipment.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Lease Contract with Pitney Bowes for Folder/Insertter, SendPro Mailing Machine, and proprietary software.</li> <li>Contract term: 5 years – August 12, 2019 through August 11, 2024</li> <li>Annual lease and maintenance cost: \$45,706.56 plus \$4,067.85 sales tax for an annual total of \$49,774.41 (5300-73700-18880-54501 = \$39,139.05; 5300-73700-18850-54804 = \$7,651.84; 5300-73700-18850-54820 = \$2,983.52)</li> <li>Total contract amount for five (5) years = \$248,872.05 including tax.</li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: Cost offsets from replacement of older machines with lease/maintenance/replacement funds.

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: Processes with handling of Utility Bill insertion and mailing will be updated to match the functionality of the new software and hardware.

Known challenges/barriers:



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF SPOKANE	916001280

Sold-To: Address
808 W SPOKANE FALLS BLVDBSMNT, SPOKANE, WA, 99201-3333, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
TC Brenden	(509) 625-6477	0013176911

Bill-To: Address
808 W SPOKANE FALLS BLVDBSMNT, SPOKANE, WA, 99201-3333, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
IT Mail Center	(509) 625-6477	0015245496	itadmin@spokanecity.org

Ship-To: Address
808 W SPOKANE FALLS BLVDBSMNT, SPOKANE, WA, 99201-3333, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
TC Brenden	(509) 625-6477	0013176911

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	PLANETPRESS	PlanetPress Software
1	CRM8	CRight Mailer Elec Deliv Integrated SW
	F90I	Basic Installation and Training
	F90I	Basic Installation and Training
	MSSD	Implementation Day Rate Mailing
1	SMA_TIER1	SMA Tier 1 - Software Service Agreement
	SSS4	Implementation Half Day Rate - Solutions
	SSSD	Implementation Day Rate
1	WPP8	PlanetPress Connect
1	RELAY7000	Relay 7000 Inserting System
1	F72D	F72D 2D Camera for High Cap Sheet Feeder
3	F780183	F780183 - Sheet/Flat envelope Tray
3	F780184	F780184 - Insert Tray
2	F790018	F790018 - 18 in. Console Extension

1	F790034	HUB
1	F790250	F790250 Scan Mount Kit HiCap Sheet Feed
1	F790442	Flats Feeding Kit
1	F7DI	F7DI - Bottom Address Inverter Kit
1	F7SB	F7SB - Barcode Scanning Software
	F90I	Basic Installation and Training
1	F9PG	F9PG-PowerGuard Service Package
1	SMA_TIER1	SMA Tier 1 - Software Service Agreement
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 7000 Inserting System)
1	TI70	TI70 - Relay 7000 Inserting System
1	TI9P	File Based Processing w/o PC
1	TIET	TIET - Exit Transport
1	TIHC	TIHC - High Capacity Sheet Feeder
1	TIRD	TIRD - 90 in Table w/Shelf
1	RELAYADDON	Add on to Relay Inserter
2	F790018	F790018 - 18 in. Console Extension
1	F7MU	F7MU- Interface for Connect+ 3000
	F90I	Basic Installation and Training
1	TIRD	TIRD - 90 in Table w/Shelf
1	SENDPROPSERIES	SendPro P Series
1	1FAH	Business Manager Software Feature
1	1FS1	USPS Special Services Software
1	1FW7	70 lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFB	Color Graphics Printing
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature

1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBM	SendPro P3000 Color Print Module
1	BMZ1	SendPro P / Connect+ Bus Mgr Interface
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT70	Platform Scale 70 LB / 35 KG
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	NV90 - InView Subscription
1	NVMA	InView Dashboard - Single Meter
1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard for SendPro P3000
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 3,808.86	\$ 11,426.58

*\*Does not include any applicable sales, use, or property taxes which will be billed separately.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☐ Purchase Power<sup>®</sup> transaction fees included
- ☒ Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; 05516  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Doug Macdonald	doug.macdonald@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

Attest:

Approved as to Form:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

Profit Corporation

BUSINESS LICENSE

PITNEY BOWES INC.  
PITNEY BOWES CUSTOMER CARE CTR  
1313 N ATLANTIC ST FL 3  
SPOKANE, WA 99201-2318

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11031146BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

Issue Date: May 24, 2019  
Unified Business ID #: 409002814  
Business ID #: 001  
Location: 0001  
Expires: Jan 31, 2020

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*Vikki Smith*

Director, Department of Revenue

UBI: 409002814 001 0001

PITNEY BOWES INC.  
PITNEY BOWES CUSTOMER CARE  
CTR  
1313 N ATLANTIC ST FL 3  
SPOKANE, WA 99201-2318

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS  
#T11031146BUS - ACTIVE

Expires: Jan 31, 2020

*Vikki Smith*

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, **destroy the old one and post this one in its place.**
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

- Login to **My DOR** at [business.wa.gov/BLS](http://business.wa.gov/BLS) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 1-800-451-7985

#### Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

#### Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call 1-800-451-7985. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
07/16/2018

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

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

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Pitney Bowes Inc. Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Commerce &amp; Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Commerce & Industry Insurance Company	19410	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
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INSURER C: Indemnity Insurance Company of North America	43575														
INSURER D: ACE Fire Underwriters Insurance Company	20702														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W6903806**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71094510	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H2515826A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			28294918	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	WLR C64787019	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Workers Compensation and Employers' Liability</b> Per Statute			WLR C64786970	07/01/2018	07/01/2019	E.L. Each Accident \$2,000,000 E.L. Disease-Ea Emp. \$2,000,000 E.L. Disease Policy \$2,000,000

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

EVIDENCE OF COVERAGE ONLY

SEE ATTACHED

**CERTIFICATE HOLDER**PITNEY BOWES INC.  
WORLD HEADQUARTERS  
3001 SUMMER STREET  
STAMFORD, CT 06926**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New York, Inc.		NAMED INSURED Pitney Bowes Inc. Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability InsuranceINSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance CompanyNAIC#: 20702POLICY NUMBER: SCF C64787093 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	\$2,000,000
Employers' Liability	E.L. Disease-Ea Emp.	\$2,000,000
Per Statute	E.L. Disease Policy	\$2,000,000

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

07/01/2019

<u>Date Rec'd</u>	6/3/2019
<u>Clerk's File #</u>	OPR 2019-0456
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20640
Agenda Item Name	5300 PITNEY BOWES SOURCEWELL LEASE		

Agenda Wording

Lease Contract with Pitney Bowes for RISO ComColor GD9630 Printer. Contract term: 5 years - July 15, 2019 through July 14, 2024.

Summary (Background)

In fourth quarter 2017, discussions began with Pitney Bowes in an effort to get an idea of what modernizing the Mail Center's technology would involve. Over the course of several meetings involving ITSD, Reprographics, and Utility Billing a solution was proposed. Because of a strong past and existing relationship with Pitney Bowes, and that this is on a state government contract, Sourcewell, no other bids were sought out.

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

Expense	\$ 24,922.24	# 5300-73700-18880-54501
Expense	\$ 7,256.53	# 5300-73700-18850-54804
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res -
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Pitney: Salvatore Polletta -	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Annual lease and maintenance cost: \$29,548.92 plus \$2,629.85 sales tax for an annual total of \$32,178.77 (5300-73700-18880-54501 = \$24,922.24; 5300-73700-18850-54804 = \$7,256.53). Total contract amount for five (5) years = \$160,893.85 including tax.

Summary (Background)

This contract contains a RISO ComColor GD9630 printer, and all associated maintenance serviced by Pitney Bowes, to be utilized primarily for the printing of utility bill cycles prior to inserting and mailing. This is a modernization project to replace the current disjointed, and aged, systems for printing utility bills prior to mailing. This new solution has expanded interactivity with other mailing components, streamlines workflow, and enables the Mail Center to offer a wider variety of services to its City department customers. This project spans across three contracts, and between them there is a cost savings seen via eliminated maintenance costs on current equipment, lease and maintenance costs on Xerox printers from the Datacenter, as well as some replacement funds available on current equipment.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List


## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Sourcewell Contract with Pitney Bowes for lease of new Mail Center equipment (RISO printer)
<b>Date:</b>	June 17, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD Budget: Mail Center Operating Leases and Hardware Maintenance  Utilizing Budget Codes: 5300-73700-18880-54501 = \$24,845.54 5300-73700-18850-54804 = \$7,256.53
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	New contract; start date will correspond with contract signing
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Moving utility bill printing out of the datacenter and into the Mail Center. Implementing new printing hardware to integrate with other new Mail Center hardware to create an improved, and more dynamic workflow.
<b>Background/History:</b>  <p>In fourth quarter 2017, discussions began with Pitney Bowes in an effort to get an idea of what modernizing the Mail Center's technology would involve. Over the course of several meetings involving ITSD, Reprographics, and Utility Billing a solution was proposed. Because of a strong past and existing relationship with Pitney Bowes, and that this is on a state government contract, Sourcewell, no other bids were sought out. This contract contains a RISO ComColor GD9630 printer, and all associated maintenance serviced by Pitney Bowes, to be utilized primarily for the printing of utility bill cycles prior to inserting and mailing.</p> <p>This is a modernization project to replace the current disjointed, and aged, systems for printing utility bills prior to mailing. This new solution has expanded interactivity with other mailing components, streamlines workflow, and enables the Mail Center to offer a wider variety of services to its City department customers.</p> <p>This project spans across three contracts, and between them there is a cost savings seen via eliminated maintenance costs on current equipment, lease and maintenance costs on Xerox printers from the Datacenter, as well as some replacement funds available on current equipment.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Lease Contract with Pitney Bowes for RISO ComColor GD9630 Printer</li> <li>• Contract term: 5 years – July 15, 2019 through July 14, 2024</li> <li>• Annual lease and maintenance cost: \$29,478.48 plus \$2,623.59 sales tax for an annual total of \$32,102.07 (5300-73700-18880-54501 = \$24,845.54; 5300-73700-18850-54804 = \$7,256.53).</li> <li>• Total contract amount for five (5) years = \$160,510.35 including tax.</li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: Cost offsets from replacement funds of older machines with leases/maintenance/replacement funds.

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: The moving of utility bill printing operations from the ITSD Datacenter to the ITSD Mail Center. Also, Reprographics will no longer be pre-printing utility bill forms.

Known challenges/barriers:



## Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 2,462.41	\$ 7,387.23

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
( ) Purchase Power® transaction fees included  
( ) Purchase Power® transaction fees extra

## Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 4/17) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

## Sales Information

Doug Macdonald

doug.macdonald@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Attest:

Approved as to Form:

Spokane City Clerk

Date

Assistant City Attorney

Date

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

Profit Corporation

BUSINESS LICENSE

PITNEY BOWES INC.  
PITNEY BOWES CUSTOMER CARE CTR  
1313 N ATLANTIC ST FL 3  
SPOKANE, WA 99201-2318

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11031146BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

Issue Date: May 24, 2019  
Unified Business ID #: 409002814  
Business ID #: 001  
Location: 0001  
Expires: Jan 31, 2020

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*Vikki Smith*

Director, Department of Revenue

UBI: 409002814 001 0001

PITNEY BOWES INC.  
PITNEY BOWES CUSTOMER CARE  
CTR  
1313 N ATLANTIC ST FL 3  
SPOKANE, WA 99201-2318

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS  
#T11031146BUS - ACTIVE

Expires: Jan 31, 2020

*Vikki Smith*

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, **destroy the old one and post this one in its place.**
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

- Login to **My DOR** at [business.wa.gov/BLS](http://business.wa.gov/BLS) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 1-800-451-7985

#### Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

#### Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call 1-800-451-7985. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
07/16/2018

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

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

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Pitney Bowes Inc. Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Commerce &amp; Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Commerce & Industry Insurance Company	19410	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W6903806**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71094510	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H2515826A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			28294918	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	WLR C64787019	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Workers Compensation and Employers' Liability</b> Per Statute			WLR C64786970	07/01/2018	07/01/2019	E.L. Each Accident \$2,000,000 E.L. Disease-Ea Emp. \$2,000,000 E.L. Disease Policy \$2,000,000

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

EVIDENCE OF COVERAGE ONLY

SEE ATTACHED

**CERTIFICATE HOLDER**PITNEY BOWES INC.  
WORLD HEADQUARTERS  
3001 SUMMER STREET  
STAMFORD, CT 06926**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of New York, Inc.		NAMED INSURED Pitney Bowes Inc. Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCF C64787093 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	\$2,000,000
Employers' Liability	E.L. Disease-Ea Emp.	\$2,000,000
Per Statute	E.L. Disease Policy	\$2,000,000

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

07/01/2019

<u>Date Rec'd</u>	5/28/2019
<u>Clerk's File #</u>	OPR 2019-0457
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4196-16
<u>Requisition #</u>	CR 20608

Submitting Dept	INNOVATION & TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 PMWEB PROF SVCS

Agenda Wording

Contract for professional services with PMWeb for: Training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR2017-0005. July 1, 2019-June 30, 2020. Total \$100,000.00

Summary (Background)

The City has selected PMWeb to provide Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb.

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

Expense	\$ 33,333.00	# 4250-30210-38141-54201-99999
Expense	\$ 66,667.00	# 0370-30210-44200-54201-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res 6/17/19
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		PMWeb: Michael Vernon-	

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	PMWeb Professional Services
<b>Date:</b>	June 17, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Integrated Capital and Engineering Services – Professional Services in support of PMWeb  Budget Account # 4250-30210-38141-54201      \$33,333.00 Budget Account # 0370-30210-44200-54201      \$66,667.00
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	June 30, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Professional Services in support of enhancing PMWeb for Integrated Capital and Engineering Services.
<b>Background/History:</b> Contract for professional services with PMWeb for the following description of work: Training, report development, PMWeb software enhancements, software configuration, and workflow development. This is in support of existing contract OPR 2017-0005.  The City selected PMWeb to provide Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb.  This is a one year contract for \$100,000 with the option to renew.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with PMWeb for Professional Services.</li> <li>Requesting \$100,000 including tax for this contract.</li> <li>The \$100,000 will be broken out with 1/3 (\$33,333.00) to Integrated Capital and 2/3 Engineering Services (\$67,667.00)</li> <li>Term is July 1, 2019 – June 30, 2020</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

City Clerk's No. \_\_\_\_\_



**City of Spokane**

**CONTRACT**

Title: **PROFESSIONAL SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **PMWeb, INC.**, whose address is 1 Pope Street, Wakefield, MA 01880-2179, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected through RFP No.4196-16. This Contract is in support of OPR 2017-0005.*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide **Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects** in accordance with the Change Order Estimate dated May 14, 2019, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin July 1, 2019 and run through June 30, 2020, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written

agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City

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

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

**PMWeb, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – PMWeb Change Order Estimate dated May 14, 2019

19-093

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

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

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

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

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

Exhibit B



## Change Order Estimate

**Client:** City of Spokane

**Date:** 5/14/2019

**Contact:** Kara Heatherly

**PMWeb Agent:** Patrick Gaffney

**Email:** kheatherly@spokanecity.org

**PMWeb Version:** 6.0.03

**Phone #:** 509.625.6988

**Billing Type:** Not To Exceed

**Scope:** As Needed Services (See Detail Below)

**Target Date:** Ongoing

**Estimated Time to Complete:** 500 hours

**Rate:** \$200.00 per hour

**Maximum T&M Price:** \$100,000.00

**Travel Allowance:** \$ -

**Total Change Order Amount:** \$100,000.00

### Detailed Description of Work to be Performed

- a) Administrator, "Train the Trainer" and End User Training:** The Company will provide training in the configuration, administration and general use of PMWeb to existing and new users of PMWeb in compliance with the Client's policies and procedures.
- b) Facilitation of Reports:** Additional forms or reports identified as being required by the Client's personnel will be designed via document markup. Upon approval by the Client, the report or form will be entered into the Company's SQL Development ticketing system for development, testing and system upload for end user utilization. All work by the Company in the development of designs, markups and the like, as may be required for the Client's approval – together with execution of the approved work – will be invoiced under the terms of this Agreement.
- c) Coordination with PMWeb on Enhancement Requests & Upgrades:** Based upon the Client's identification of additional software features desired, the Company will submit enhancement requests to PMWeb for inclusion in service releases. The Company will further submit and coordinate resolution on any identified software issues (e.g., "Bugs" or gaps in needed functionality). In addition, as PMWeb releases new software upgrades, system changes will be identified. Upon upgrade approval from the Client, the Company will facilitate the timing of the upgrade as to minimize any service interruption to the end users.
- d) Configuration of New Processes or Adjusting Existing Processes:** Upon request, as new processes are identified or refined by the Client, the Company will provide system configuration in support of the process, including, but not limited to development of custom forms, workflows, reports and dashboards.
- e) System Resets and coordination with PMWeb on system related issues:** Upon notification of any service outage by the Client, the Company will conduct a system restart to minimize disruption to end users and coordinate with PMWeb on outage cause and resolution.
- f) Workflow Setup and Modification:** At the direction of the Client, the Company will aid in project setup by assigning project members to defined roles as requested within automated workflows and make workflow modifications as directed by the Client.
- g) User Issue Resolution:** The Company will aid the Client in resolution of end-user issues unknown at the time of this Agreement. These can be issues pertaining to record or document location, software procedures, access rights or other difficulties encountered by users which could cause delay in data submission into PMWeb.

#### Notes

1. Pricing is valid for 30 days.
2. Various Agreements with Full T&C's, if applicable, will be sent once quote is approved
3. To be billed, monthly in arrears of services performed, on actual billable time up to the Estimated Hours to Complete.
4. All amounts in U.S. Dollars
5. Travel & expenses, if applicable, will be billed additionally.
6. Upon delivery of services, Client will have 14 calendar days to notify PMWeb of any deficiencies or the Work Order will be deemed completed to the satisfaction of the Client.
7. Customizations are not supported under the PMWeb Support & Maintenance Agreement. As such all customization support will be billed on a Time & Materials basis. These customizations (if any) are guaranteed to function as per the attached SOW only for the PMWeb version indicated above. Should these customizations cease to function as expected on a version of PMWeb other than that as indicated above, PMWeb reserves the right to refuse to repair them without a signed proposal for said repairs. indicated above, PMWeb reserves the right to refuse to repair these reports without a signed proposal for said repairs.

#### PMWeb Authorization

**Michael Vernon**

Digitally signed by Michael Vernon  
Date: 2019.05.14 13:58:47 -04'00'

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

#### City of Spokane Authorization

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PMWEB](#)

## License Information:

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

**Entity name:** PMWEB, INC.

**Business name:** PMWEB

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

**UBI #:** 604-090-803

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1 POPE ST  
WAKEFIELD MA 01880-2179 USA

**Mailing address:** 1 POPE ST  
WAKEFIELD MA 01880-2179 USA

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

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

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Feb-29-2020	Mar-20-2017

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

Governing people	Title
JAUDE, MARC	President

The Business Lookup information is updated nightly. Search date and time: 5/22/2019 2:06:27 PM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2018

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

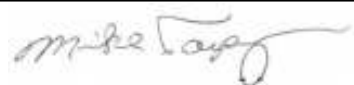
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not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

<b>PRODUCER</b> Tarpey Insurance Group, Inc. 343 Washington Street Newton, MA 02458	<b>CONTACT NAME:</b> Emily Miles	
	<b>PHONE (A/C No. Ext):</b> 617-527-6070 <b>FAX (A/C No.):</b> 617-527-1980	
	<b>E-MAIL ADDRESS:</b> emily@tarpeyinsurance.com	
<b>INSURED</b> PMWeb, Inc. 1 Pope Street Floor 1 Wakefield, MA 01880	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Cas & Sure of ILL	19046
	<b>INSURER B:</b> Travelers Indemnity Company	25658
	<b>INSURER C:</b> Travelers Insurance Co	36161
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2018-2019	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805407R826	07/22/2018	07/22/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6805407R826	07/22/2018	07/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP7E642032	07/22/2018	07/22/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime			106900309	04/03/2018	04/03/2019	Computer Fraud 1,000,000 Employee Dishonesty 1,000,000

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

<b>CERTIFICATE HOLDER</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 992013344	<b>CANCELLATION</b> 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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**Agenda Sheet for City Council Meeting of:**

07/01/2019

<u>Date Rec'd</u>	6/19/2019
<u>Clerk's File #</u>	OPR 2019-0461
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370-CONTAMINATED SOIL DISPOSAL		

Agenda Wording

This contract will provide for the disposal of contaminated soil excavated and removed from City of Spokane construction projects.

Summary (Background)

City projects periodically encounter contaminated materials. The proposed contract sets up an agreement between the City and a licensed landfill such that the City avoids the markup charged by an excavation and hauling contractor.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 00		# 00
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PIES 6/24/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org



**City of Spokane**

**MASTER SERVICE CONTRACT**

Title: **WASTE SOIL DISPOSAL SERVICES**

This Master Service Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Waste Management**, whose address is 1820 South Graham Road, Medical Lake, Washington 99022 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to provide Waste Soil Disposal Services for the City of Spokane; and*

*WHEREAS, the Company was selected through IRFP No. 5089-19 issued by the City.*

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

**1. SCOPE OF WORK.**

The General Scope of Work for this Contract is described in *IRFP No. 5089-19, Waste Management's June 18, 2019 Proposal, and Waste Management's Quote No. 3550, (Exhibit A)*, which is attached as Exhibit A and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Master Service Contract controls.

The Work is subject to City review and approval. The Company 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 Company's progress.

**2. TERM OF CONTRACT.**

The term of this Contract begins on July 8, 2019, and shall run through July 7, 2020, unless amended by written agreement or terminated earlier under the provisions

**3. TERMINATION.**

Company may not terminate this Contract for any reason during the contract term.

**4. COMPENSATION / PAYMENT.**

The City shall compensate the Contractor in accordance with IRFP, and Waste Management's Quote No. 3550, (Exhibit A). Payment will only be made for services requested, received and accepted. This is a price per use contract with no guarantee of minimum or maximum usage or payment amount.

The Company shall submit its applications for payment to Engineering Services Department, Construction Management, 1225 East Marietta Avenue, Spokane, Washington 99207-2751.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **5. INSURANCE.**

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **6. 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 Contract, 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 Contract.

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

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

## **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 Company 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 Company 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company 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. DEBARMENT AND SUSPENSION.**

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

## **11. AUDIT.**

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

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

The Company shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Contract, except as otherwise provided.

The Company 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 Company from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

### **13. STANDARD OF PERFORMANCE.**

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

### **14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

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).

### **15. ANTI KICK-BACK.**

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

### **16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company 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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

**WASTE MANAGEMENT**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A:     IRFP No. 5089-19  
                    Waste Management's June 18, 2019 Proposal, and  
                    Waste Management's Quote No. 3550

Exhibit B: Certification Regarding Debarment

## Exhibit A

DAVID A. CONDON  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

# INFORMAL REQUEST FOR PROPOSALS

City of Spokane, Washington

**IRFP NUMBER: #5089-19**

**DESCRIPTION: WASTE SOIL DISPOSAL SERVICES**

**DUE DATE: MONDAY, JUNE 17, 2019**  
**No later than 10:00 a.m.**

City of Spokane - Purchasing  
4<sup>TH</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

---

Connie Wahl, C.P.M., CPPB  
Purchasing

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## 1. INTRODUCTION

### 1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Engineering Services Department (hereinafter "City") is initiating this Informal Request for Proposals (IRFP) to solicit Proposals from Firms interested in participating on a project to provide SOIL WASTE DISPOSAL SERVICES.

This proposal will provide for the disposal of contaminated soil excavated and removed from City of Spokane construction projects. Multiple contracts may be awarded and used determined by distance to project and other factors in the best interest of the City.

### 1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must be licensed to accept the material types that pricing is proposed for in the line item Pricing Table in Paragraph 4.4 "Cost Proposal".

### 1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this IRFP is tentatively scheduled to begin on or about July, 2019 and to end on June, 2021.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

### 1.4 DEFINITIONS

Definitions for the purposes of this IRFP include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this IRFP.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**Informal Request for Proposals (IRFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an IRFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

### 1.5 ADDENDA

**It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request.**

## 1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

## 2. SCOPE OF SERVICES

This Proposal will establish a fixed rate for the disposal of various types of contaminated soils excavated and removed from City of Spokane construction projects. See Attachment 1 for example of waste soil to be disposed of.

## 3. GENERAL INFORMATION

### 3.1 IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this IRFP shall be with the IRFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>.

Name and Department	Mark Melnick
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the IRFP Coordinator through the ProcureWare system may result in disqualification of the Firm.

### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Informal Request for Proposals	6/11/2019
Question and answer period	6/11/2019 - 6/13/2019 -1:00 p.m.
Proposals due	6/17/2019 – 10:00 a.m.
Evaluate Proposals	6/17/19 to 6/19/19
City Council approval of contract	Late June, 2019
Begin contract work	July, 2019

The City reserves the right to revise the above schedule.

### 3.3 SUBMISSION OF PROPOSALS

#### A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted.**

**Late Proposals will not be accepted.** The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 10:00 a.m. on the Proposal due date.

## **B. ELECTRONIC SUBMITTAL INSTRUCTIONS**

Proposers must go online to the City's online procurement system portal (<https://spokane.procureware.com>) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on "Browse" for each item.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the appropriate Proposal.

## **3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the IRFP Coordinator.

## **3.5 REVISIONS TO THE IRFP**

In the event it becomes necessary to revise any part of this IRFP or provide any other pertinent information, it shall be posted it shall be posted through the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the IRFP in whole or in part, prior to final award of a contract.

### **3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

### **3.7 ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

### **3.8 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the IRFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.9 MOST FAVORABLE TERMS**

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this IRFP for incorporation into a contract resulting from this IRFP. Contract negotiations may incorporate some or all of the Proposal.

### **3.10 COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, in conduct of a presentation, or any other activities related to responding to this IRFP.

### **3.11 NO OBLIGATION TO CONTRACT**

This IRFP does not obligate the City to contract for services specified herein.

### **3.12 REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this IRFP.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

The sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a response.

### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Informal Request for Proposals, unless otherwise agreed by the City.

### **4.3 TECHNICAL PROPOSAL**

The intent of this Informal Request for Proposal is to establish a fixed rate contract for the disposal of contaminated soils excavated and removed from City of Spokane construction projects.

- **Provide the general conditions required for the receipt of material.**
- **Explain the process for approval of soil to be accepted and confirmation that Firm is licensed to accept the contaminated soils that prices have been provided for.**
- **Provide location of Disposal Facility(s).**

#### 4.4 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this IRFP.

##### 1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract as a fixed rate per Ton. The Proposal shall include line item accounting of fees, charges and applicable taxes used to develop the fixed rate for the disposal of contaminated soils excavated and removed from City of Spokane construction projects. Include a separate list of the fees charged if General Conditions required for the receipt of material are not met. Firms are required to collect and pay Washington state sales tax, if applicable.

##### PRICING TABLE

Material Category	Cost Per Ton(1)	
	Less than 500 tons(2)	Greater than or equal to 500 tons(2)
Unrestricted clean material	no bid	no- bid
Inert & demolition debris	no-bid	no-bid
Nonhazardous contaminated soil	\$41.78/ton	\$37.80/ton
Contaminated soil that designates as dangerous for heavy metals	See Exhibit A	See Exhibit A

**(1) Proposer does not need to supply a price for every material category shown.**

**(2) The work under the contract that results from this IRFP will span multiple city public works construction jobs. The quantity ranges shown apply to each city public works construction job separately. The intent of listing the two quantity ranges is to capture any savings that may result from disposal of large quantities of material from a given city public works construction job at the Proposer's facility vs. disposal of small quantities of material.**

#### 5. EVALUATION

##### 5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The IRFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

## 5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

<b>Technical Proposal – 20%</b>	20 points
<b>Cost Proposal – 80%</b>	80 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>	<b>100 POINTS</b>

## 5.3 AWARD OF CONTRACT

This IRFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. **Multiple contracts may be awarded to facilitate efficient and cost effective disposal of material.**

Award of contract(s), when made, will be to the Proposer(s) whose Proposal is the most favorable to the City, taking into consideration evaluation factors including proximity to project sites, proposed disposal fees and other factors. The City Council shall make the award of contract or purchase.

## 5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

## 6. CONTRACT TERMS

### 6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm 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.

### 6.2 ANTI-KICKBACK

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

### **6.3 DISPUTES**

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

### **6.4 TERMINATION**

Either party may terminate this contract by sixty (60) days written notice to the other party.

### **6.5 NONDISCRIMINATION**

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

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

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

### **6.7 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

### **6.8 LIABILITY**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its

obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **6.9 INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **7. RFP ATTACHMENTS**

Attached to this RFP and incorporated herein by reference are the following background documents:

ATTACHMENT 1 – Example of a Project with Soil Sampling Test and Results



**Graham Road Recycling and Disposal Facility**

1820 S. Graham Road  
Medical Lake, WA 99022  
(509) 244-0151 Office  
(509) 244-0207 Fax

June 18, 2019

Mr. Mark Melnick  
City of Spokane – Purchasing  
4<sup>th</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

Re: IRFP Number #5089-19 Waste Soil Disposal Services

Dear Mr. Melnick:

Waste Management, a Corporation, is please to submit this letter of submittal which, includes the technical proposal to the City of Spokane's IRFP Number #5089-19. Waste Soil Disposal Services. This submittal supplies a fixed rate for the disposal only services for non-hazardous into our Graham Road Recycling Facility, located at 1820 S. Graham Road, Medical Lake, WA 99022 and select hazardous contaminated soil into our Chemical Waste Management Landfill, located at 17629 Cedar Springs Lane, Arlington, OR 97812.

**Technical Proposal:**

General conditions required for the receipt of materials are as follows:

1. Pricing is contingent upon waste profile acceptance as proposed.
2. Truck transportation pricing is based on same day unload at the proposed WM facility. It is the customers responsibility to schedule transportation to meet same day unload. Next Day unload will be charged double the quoted rate".
3. Railroad schedules are dictated by the corresponding Railroad. WM will not be liable for any charges resulting in delays caused by the Railroad.
4. Pricing in this proposal is valid for a term of 30 days from the date listed above. Upon acceptance, pricing will be valid for one calendar year.
5. Generator is responsible for waste classification.
6. Material with a density < 75 pounds/cubic foot will be billed by the cubic yard.
7. Unless otherwise noted, applicable state, local and federal taxes are not included in the enclosed rates and will be assessed during invoicing.
8. Waste removal scheduling is dependent upon available equipment at the time of project startup.
9. Nonconforming waste is subject to additional charges and fees.
10. Unless otherwise noted, a 10 - ton/yard minimum will apply to all bulk solid disposal rates.

11. Demurrage charges of \$125/hr will be assessed on delays exceeding ½ hour load and unload time.
12. Rinsate from tanker washout will be invoiced at quoted disposal rates.
13. Transportation quoted by weight or volume will be subject to a minimum charge.
14. Certificates of disposal (other than TSCA waste) will be charged at \$35/cert if noted at the time of profile generation and \$400/cert if requested after the waste is received.
15. Standard profile approval time is 2-5 days. 1 day expedited approval available for an additional fee of \$500.
16. Transportation ordered, but not used will be invoiced at cost plus 15%.
17. Unless noted above, a variable fuel and environmental fee currently at 17.5% will apply to this project.
18. Excluding certain contracted rates, pricing will be increased annually based on consumer product index, customarily ranging between 2%-8%.
19. Expedited delivery of manifests, LDR's or other paperwork will be \$100
20. All scale weights will be recorded at certified scales at the WM facility
21. Tarping/closing lids of containers must be done before WM picks up the container or additional charges will apply
22. All waste shipped using a hazardous waste manifest will be subject to an e-manifest surcharge

#### Profile Approval Process:

Once Generator has characterized soils determining waste type, Non-hazardous or Hazardous, generator will complete, download analytical, and submit a waste profile thru [www.wmsolutions.com](http://www.wmsolutions.com). Once submitted the profile is reviewed by our Waste Approvals Manager for permit approval. Approved profiles are issued a specific Permit number. A copy of the Waste Approvals Form identifying the approved permit number is required for each load delivered to the landfill if non-hazardous. A hazardous Waste Manifest is required for each Hazardous load being delivered to the hazardous waste landfill. A wt. ticket is developed at the scale house showing the gross, tare, and net wt. for each load and the associated approved permit number. Disposal costs are outlined on this as well.

#### Proposed Disposal Facilities:

##### Non-hazardous characterized and permitted soils:

Graham Road Recycling and Disposal Facility  
1820 S. Graham Road  
Medical Lake, WA 99022

##### Hazardous Waste characterized and permitted soils

Chemical Waste Management of the NW  
17629 Cedar Springs Lane  
Arlington, Or 97812

#### Cost Proposal:

Attached is Exhibit A identifying all disposal only costs breakdown for non-haz and potential hazardous, low level metal contaminated soils only.

Sincerely,



Fred Downs  
Waste Management  
Senior Industrial Account Manager  
Cell (509) 309-6850  
Fax (866)-333-2192  
[fdowns1@wm.com](mailto:fdowns1@wm.com)

*Waste Management's renewable energy projects create enough energy to power over 1 million homes.*



Quote number 3550

Date: 6/17/2019

Connie Wahl

City of Spokane - Purchasing

4th Floor, City Hall 808 W Spokane Falls Blvd

Spokane, WA, 99201

Office: (509) 625-6400

Mobile:

email:

#### **Exhibit A - Confidential**

Regarding: City of Spokane IRFP #5089-19 Waste Soil Disposal Services

Dear Connie,

Thank you for considering Waste Management (WM) for your Industrial and Hazardous Waste needs. We appreciate your business and look forward to providing you with the best waste services in the industry. The attached quotation is based on our discussions regarding your service needs as summarized below.

#### **Scope of Service**

- WM will provide Disposal only.
- See Special Conditions.

This quotation is made subject to: (1) the terms and conditions of Waste Management's standard Industrial Waste Service Agreement, which shall be executed by the parties in connection with performing the services described above, (2) the proper submittal of an acceptable Generator Waste Profile Sheet(s), which must be submitted to and approved by an authorized Waste Management facility, including any analytical data requested by Waste Management regarding the waste stream.

Waste Management is a recognized leader in the waste disposal business with the ability to manage the quoted services at or through our permitted and licensed facilities. To accept this proposal and initiate project start, please sign the acknowledgement block below and return this document to my attention.

I look forward to assisting you with your environmental needs. If you have any questions or need further assistance, you may reach me at the contact information listed below.

Sincerely,

**Fred Downs**

Fred Downs



## PRICE SCHEDULE

### Disposal Pricing

Code / Description	Price	Unit	Facility
LF02 <i>Non Hazardous Solids for Daily cover</i>	\$33.00	Ton	Graham Road
LF02 <i>Non Hazardous Solids for Daily cover</i>	\$34.25	Ton	Graham Road
LF04 <i>Hazardous Waste for Subtitle C Disposal (meets LDR's)</i>	\$101.50	Ton	Chem Waste
LF04 <i>Hazardous Waste for Subtitle C Disposal (meets LDR's)</i>	\$115.00	Ton	Chem Waste
STAB03 <i>Hazardous liquids, sludges or solids with D004-D011 can include D002, treatment then landfill (Simple Mix)</i>	\$200.00	Ton	Chem Waste
STAB03 <i>Hazardous liquids, sludges or solids with D004-D011 can include D002, treatment then landfill (Simple Mix)</i>	\$225.00	Ton	Chem Waste
STAB04 <i>Hazardous liquids, sludges or solids with D004-D011 can include D002, treatment then landfill (Moderate Mix)</i>	\$285.00	Ton	Chem Waste
STAB04 <i>Hazardous liquids, sludges or solids with D004-D011 can include D002, treatment then landfill (Moderate Mix)</i>	\$300.00	Ton	Chem Waste

### Transportation Pricing

#### Assessorial

#### Fees and Taxes

- \$75 profile fee charged to each profile submitted.
- A variable fuel, environmental and administrative fee (FEA), currently at 17.5 % will be charged to the disposal total.
- A variable fuel, environmental and administrative fee (FEA), currently at 10 % will be charged to the disposal total.
- Spokane Regional Heath District fee of \$.32/ton.
- Washington State Refuse tax of 3.6% of invoiced total.
- \$2/ton Oregon DEQ fee.

#### General Conditions

1. Pricing is contingent upon waste profile acceptance as proposed.
2. Truck transportation pricing is based on same day unload at the proposed WM facility. It is the customers responsibility to schedule transportation to meet same day unload. Next Day unload will be charged double the quoted rate".
3. Railroad schedules are dictated by the corresponding Railroad. WM will not be liable for any charges resulting in delays caused by the Railroad.



4. Pricing in this proposal is valid for a term of 30 days from the date listed above. Upon acceptance, pricing will be valid for one calendar year.
5. Generator is responsible for waste classification.
6. Material with a density < 75 pounds/cubic foot will be billed by the cubic yard.
7. Unless otherwise noted, applicable state, local and federal taxes are not included in the enclosed rates and will be assessed during invoicing.
8. Waste removal scheduling is dependent upon available equipment at the time of project startup.
9. Nonconforming waste is subject to additional charges and fees.
10. Unless otherwise noted, a 10 - ton/yard minimum will apply to all bulk solid disposal rates.
11. Demurrage charges of \$125/hr will be assessed on delays exceeding ½ hour load and unload time.
12. Rinsate from tanker washout will be invoiced at quoted disposal rates.
13. Transportation quoted by weight or volume will be subject to a minimum charge.
14. Certificates of disposal (other than TSCA waste) will be charged at \$35/cert if noted at the time of profile generation and \$400/cert if requested after the waste is received.
15. Standard profile approval time is 2-5 days. 1 day expedited approval available for an additional fee of \$500.
16. Transportation ordered, but not used will be invoiced at cost plus 15%.
17. Unless noted above, a variable fuel and environmental fee currently at 17.5% will apply to this project.
18. Excluding certain contracted rates, pricing will be increased annually based on consumer product index, customarily ranging between 2%-8%.
19. Expedited delivery of manifests, LDR's or other paperwork will be \$100
20. All scale weights will be recorded at certified scales at the WM facility
21. Tarping/closing lids of containers must be done before WM picks up the container or additional charges will apply
22. All waste shipped using a hazardous waste manifest will be subject to an e-manifest surcharge

### **Special Conditions**

Note: Pricing for nonhaz soils LF02 at \$34.25/ton and \$33.00/ton for projects profiled for less than and greater than 500 tons respectively.

FEA fee of 17.5% applies to projects profiled up to 500 tons.

FEA fee of 10% applies to project profiled over 500 tons.

Spokane Regional Health District Fee applies to all non-haz tons dispose.

WSRT applies to all non-haz soils.

ODEQ Fee applies to Hazardous waste only.

### **Acknowledgement**

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above. Thanks you for the opportunity.

---

Signature

---

Date



---

Printed Name

**Waste Category Definitions**

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LF02	Must pass paint filter test, non regulated, no PCB's, no asbestos,
LF04	Must pass paint filter test, meet LDR's, no asbestos
STAB03	Stabilization requiring only the addition of only a single reagent, lead only <100ppm TCLP no UHC's (example lead only stabilization), debris <10%
STAB04	Stabilization requiring the addition of multiple reagents. As, Ba, Cd, Ni, Pb up to 50 ppm by TCLP, Cr, Se up to 30 ppm by TCLP, Hg up to 10 ppm by TCLP (no antimony, antimony always complex mix), debris <10%

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

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

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

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

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

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

07/01/2019

Date Rec'd

6/19/2019

Clerk's File #

OPR 2019-0463

Renews #Submitting Dept

HOUSING &amp; HUMAN SERVICES

Cross Ref #Contact Name/Phone

KELLY KEENAN 625-6056

Project #Contact E-Mail

KKEENAN@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1680 - SPOKANE COUNTY CONSOLIDATED HOMELESS GRANT FUNDS

Agenda Wording

CHHS is requesting permission to accept \$2,016,492.00 in Consolidated Homeless Grant (CHG) funds from Spokane county and authorization to subgrant the funds out to partner agencies. See attached briefing paper for further detail.

Summary (Background)

City of Spokane CHHS staff and Spokane County staff have been meeting to improve the coordination of our separate implementations of the CHG program. It was determined that the most efficient path forward would be for the County to subgrant its CHG award to the City to be utilized in coordination with the other funds the City of Spokane operates to serve households experiencing homelessness within our community. SBO document will be submitted once finalized.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 2,016,492.00

# 1541-95483-99999-33442-99999

Expense \$ 2,016,492.00

# 1541-95483-65410-54201-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEENAN, KELLY

Study Session

PIES - 6/24/2019

Division Director

CORTRIGHT, CARLY

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

kkeenan@spokanecity.org

For the Mayor

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Purchasing

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GRANTS &  
CONTRACT MGMT

BROWN, SKYLER

cbrown@spokanecity.org

kburnett@spokanecity.org

chhsaccounting@spokanecity.org

## Briefing Paper

### Public Infrastructure and Environmental Sustainability Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	SBO for Spokane County Consolidated Homeless Grant Funds
<b>Date:</b>	6/12/19
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	Effective Date for the agreement is 7/1/2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$2,016,492.00 in Consolidated Homeless Grant (CHG) funds Spokane County and to subgrant them out to partner agencies in accordance with regional Continuum of Care Strategy.
<b>Background/History:</b> For several months CHHS staff have met with Spokane County Community Services, Housing & Community Development (CSHCD) staff to improve the coordination of our separate implementations of the Consolidated Homeless Grant (CHG) program. It was determined that the most efficient path forward would be for the County to subgrant its CHG award from the Department of Commerce to the City to be utilized in coordination with the other funds the City of Spokane operates to serve households experiencing homelessness within our community.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21</li> <li>The County will subgrant \$2,016,492.00 to the City of Spokane. Accepting this award from Spokane County requires an SBO for \$2,091,492.00</li> <li>The City of Spokane will subgrant \$1,772,486.00 to community providers to serve households experiencing homelessness</li> <li>The initial awards will be to continue current County programming for 6 months (to conclude December 31, 2019).</li> <li>The CHHS Department will release an RFP in late summer 2019 to determine programming for the latter 18 months of the award period</li> <li>The draft agreement between Spokane County and the City of Spokane is attached for reference</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Spokane County Consolidated Homeless Grant Other budget impacts: SBO required.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.

Known challenges/barriers: None.

**AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR  
ADMINISTERING SPOKANE COUNTY'S FY 2019 CONSOLIDATED HOMELESS GRANT  
(CHG)**

<b>1. Contractor</b> City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201		<b>2. Contract Amount</b> <p style="text-align: center;">\$2,016,492.00</p>	<b>3. Tax ID#</b> 91-6001280 <hr/> <b>4. DUNS#</b> 115528189
<b>5. Representative</b> Kelly Keenan, Director City of Spokane Community, Housing and Human Services 808 West Spokane Falls Boulevard Spokane, WA 99201 (509) 625-6056 kkeenana@spokanecity.org		<b>6. Spokane County's Representative</b> Kathleen Torella, Director Spokane County Community Services, Housing, and Community Development (CSHCD) Department 312 West 8 <sup>th</sup> Avenue Spokane, WA 99204 509-477-7561 torella@spokanecounty.org	
<b>7. Contract ID #</b> 19HCD2390	<b>8. Original Grant ID#</b> 19 - X X X X X - X X	<b>9. Start Date</b> 07/01/2019	<b>10. End Date</b> 06/30/2021
<b>11. Funding Source:</b> <div style="text-align: right;"> <input type="checkbox"/> Federal    <input type="checkbox"/> State    <input checked="" type="checkbox"/> Local         </div>			
<b>12. Federal Funds (as applicable)</b> N/A	<b>CFDA #</b> N/A	<b>Federal Agency:</b> N/A	
<b>13. Contractor Selection Process: (check all that apply or qualify)</b> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>14. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUB-RECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>15. Grant Purpose &amp; Description:</b> This grant provides resources to assist people who are experiencing homelessness, obtain and maintain housing stability. The Contractor and its subcontractors must prioritize unsheltered homeless households for assistance and services.			
<b>16. IN WITNESS WHEREOF</b> Spokane County and the City of Spokane, acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Scope of Work (Exhibit A); Budget (Exhibit B); Consolidated Homeless Grant Guidelines (Exhibit C); Department of Commerce CHG Agreement (Exhibit D); Coordinated Entry Guidelines (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
<b>FOR THE CONTRACTOR:</b>  <hr/> Signature _____ Date _____  <hr/> Name _____  <hr/> Title _____		<b>FOR SPOKANE COUNTY:</b>  <hr/> Signature _____ Date _____  <hr/> Name _____  <hr/> Title _____	

This Agreement, (the AGREEMENT), is entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development Department, whose address is 312 West 8<sup>th</sup> Avenue, Spokane, WA 99204 (herein after referred to as COUNTY), and the CITY OF SPOKANE (herein after referred to as "CITY", a municipal corporation of the State of Washington, in care of the Community Housing and Human Services Department (CHHS), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and jointly referred to, as the "Parties." In the matter set forth herein.

### WITNESSETH

WHEREAS, The Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington (RCW) Section 36.32.120(6), has the care of SPOKANE COUNTY property and the management of COUNTY funds and business; and

WHEREAS, the CITY is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to the provisions of the RCW 36.080, the COUNTY and the CITY may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the purpose of this AGREEMENT is to contract with the CITY to administer the COUNTY'S portion of the Consolidated Homeless Grant (CHG) funds, provided through the Washington State Department of Commerce (COMMERCE); and

WHEREAS, for purposes of administering the Grant, SPOKANE COUNTY designates the CITY to act, on behalf of the COUNTY, as a subcontractor in providing homeless assistance to individuals and families within the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Millwood, City of Spokane Valley, Town of Fairfield, Town of Inland, Town of Rockford, Town of Spangle, the Town of Waverly, and the unincorporated areas of the COUNTY; and

WHEREAS, the COUNTY and the CHHS shall collaborate in the use of grant funded activities, pursuant with the most recent CHG Guidelines, as amended, and the established Regional Homeless Crisis Response System; and

WHEREAS, the CHG is authorized, in accordance with Chapter RCW 43.185C, of the Homeless Housing and Assistance Act.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the Parties agree as follows:

## 1. PERIOD OF PERFORMANCE

- 1.1. Contingent on the receipt of a notice to proceed from the COUNTY, this AGREEMENT shall be effective on July 1, 2019 and shall be completed no later than June 30, 2021 hereinafter referred to as the Project Period.
- 1.2. Except as stated herein, the Project Period may be changed only by amendment to this AGREEMENT executed no less than forty-five (45) days in advance of the expiration date of this AGREEMENT, acceptance of which amendment shall be within the sole discretion of the COUNTY.

## 2. SERVICES

- 2.1. The CITY agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this AGREEMENT, the applicable sections of the COMMERCE/COUNTY Agreement attached as Exhibit D, and generally accepted practices.

## 3. STATEMENT OF WORK AND DELIVERABLES

- 3.1. The CITY will plan, administer, and implement the Project described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth. The CITY and its subcontractors, shall adhere to the agreed upon budgets, schedules, and commitments.
- 3.2. The CITY shall be responsible for meeting the following deliverables, as well as others identified in this AGREEMENT, unless otherwise exempted in this AGREEMENT or by written notification of exemption by the COUNTY:

Document	Due Date
Certificates of Insurance and Insurance Letter	Upon execution of this AGREEMENT and within five (5) days of renewal of coverage
Fraud and Abuse Policy	Available upon request
Records Retention and Storage Policy	Available upon request

- 3.3. In compliance with RCW 39.26.180, the CITY shall provide access to data generated under this AGREEMENT to SPOKANE COUNTY, COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CITY's reports, including computer models and the methodology for those models.

### 3.4. Reports

- 3.4.1. The CITY shall prepare, complete and submit reports and other information as required by the COUNTY to demonstrate compliance with applicable regulations, and project performance standards as described in this document. Failure to prepare and submit required reports and documents will constitute a breach of the performance of this Agreement and lead to suspension and/or termination of the Agreement pursuant to the terms of this Agreement.

## 3.4.2. The CITY shall:

- 3.4.2.1. Report to the COUNTY methods used to implement Fair Housing Laws and affirmatively market services to otherwise qualified persons, without regard to age, sex, color, ethnic origin, religion, disability or familial status.
- 3.4.2.2. Include identification of the COUNTY CHG funding on all printed materials, including signage, books, reports, pamphlets, brochures, posters and articles, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under this Agreement.
- 3.4.2.3. Submit project progress, project benefit, and project financial reports within the timelines presented below.
- 3.4.2.4. At the earliest date during and/or after completion of the project, submit to the COUNTY an audit report of the project, for the project period if applicable. Refer to Section 9. Access, Examination, Audit, and Monitoring, for instructions regarding audit requirements.
- 3.4.3. Reports will be submitted in the formats provided by the COUNTY which are attached to this Contract as Exhibit C:
  - 3.4.3.1. Data Reporting
- 3.4.4. All reports unless otherwise specifically noted will be due by the 15th of each month and will contain data obtained during the preceding month, or other indicated reporting period.
- 3.4.5. Accurate input and maintenance of data in an approved HMIS is a condition of funding.
  - 3.4.5.1. Input and maintenance of data must be completed by the 5<sup>th</sup> day of the month following the month of service.
- 3.4.6. **Reimbursement for project costs incurred will be contingent upon the submission of required reports. Failure to notify a CITY subcontractor to submit timely required reports, does not release the CITY from the responsibility for their timely submittal.**

3.5. **Data Collection**

- 3.5.1. The CITY will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the PARTIES, regarding work under this AGREEMENT performed by the CITY and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business subcontractors. Subcontractors shall mean subcontractors at any tier.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1. The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY and/or employees or agents performing under this

AGREEMENT are not employees or agents of SPOKANE COUNTY or COMMERCE in any manner whatsoever. The CITY will not be presented as, nor claim to be, an officer or employee of SPOKANE COUNTY or COMMERCE by reason of this AGREEMENT nor will the CITY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of SPOKANE COUNTY or COMMERCE by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW chapter 41.06.

- 4.2. The CITY agrees to not hold the State of Washington or COMMERCE liable for claims or damages arising from the CITY's performance of this AGREEMENT.

## **5. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

- 5.1. Funding sources under this AGREEMENT are as follows:

CHG Funds RCW 43.185C:	\$2,016,492.00
------------------------	----------------

- 5.2. Total maximum funding under this AGREEMENT is Two Million, Sixteen Thousand, Four Hundred Ninety-Two Dollars (\$2,016,492.00). Only funds for the reimbursement of actual allowable costs will be reimbursed to the CITY.
- 5.3. The CITY must abide by the limitations outlined in the Scope of Work, Exhibit A, including any mutually agreed upon Exhibit A updates, for the allowable and unallowable uses of funds under this program.
- 5.4. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under the AGREEMENT. The CITY shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 5.5. Duplication of Billing. The CITY shall not bill the COUNTY for services performed under the AGREEMENT, and the COUNTY shall not pay the CITY, if the CITY is entitled to payment or has been or will be paid by any other source, including grants for that service.
- 5.6. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- 5.7. Eligible Uses of Funds. Funding awarded under the AGREEMENT may only be used for eligible activities and expenses described in the CHG Program Guidelines, Exhibit C, including any Exhibit C updates.
- 5.8. Requests for Reimbursement

- 5.8.1. The CITY shall submit requests for reimbursement of actual allowable costs incurred by the CITY in performance of this Agreement and in accordance with the attached budget, Exhibit B. Requests for reimbursement must be accompanied by documentation substantiating eligibility of costs for which reimbursement is requested. The CITY shall submit the final requests for reimbursement not later than thirty (30) days after this expiration of the close of the Project period. The final request for reimbursement shall provide a reconciliation of actual revenue and expenses for the entire period of this Agreement.

- 5.8.2. Costs incurred prior to the effective date of or after the expiration date of this Agreement, ineligible costs, or unallowable costs, will not be reimbursed by the COUNTY, unless previously approved by the COUNTY and subject to this Agreement being signed by all parties.
  - 5.8.3. Only those budget line items that appear in the budget section of Exhibit B will be considered for reimbursement.
  - 5.8.4. No change(s) to the budget shall be binding upon the Parties except by amendment to this Agreement executed pursuant to the General Terms and Conditions of this Agreement.
  - 5.8.5. If allowable actual costs for a given month are less than the budgeted amount pursuant to the budget, Exhibit B, reimbursement shall not exceed the allowable actual costs. The maximum allowable monthly payment shall equal the total budget maximum to date less the total payments to date.
  - 5.8.6. All funds obligated or committed by the COUNTY to contractors, suppliers, etc. during the Project Period must be expended on or before June 30, 2021. CHG funds, which are not expended by June 30, 2021, shall be returned to the COUNTY.
  - 5.8.7. Invoices are due by no later than the 15<sup>th</sup> day of the month following the provision of services. If the CITY fails to submit an invoice prior to the 16<sup>th</sup> of the month following the provision of services, without a reasonable explanation, the COUNTY may withhold payment.
    - 5.8.7.1. The City will make every attempt to include all contracted sub-grantee totals on the invoice; if their sub-grantee invoice is delayed, the City will submit a supplemental invoice for those sub-grantee's total no later than the 30th day of the month following the provision of services.
    - 5.8.7.2. Invoices can be emailed to [CSHCDHCDFinance@spokanecounty.org](mailto:CSHCDHCDFinance@spokanecounty.org).
  - 5.8.8. Complete invoices are defined as submitting a timely, completed and signed county-designed invoice form, supportive documentation for administrative, operational and programmatic expenditures, the monthly report and supportive documentation substantiating numbers submitted on the monthly reports. Please see the Performance Measurement and Supportive Reports section for more details. Invoices are not considered complete until all pieces have been received and will not be sent forward for payment.
- 5.9. Budgeting.
- 5.9.1. RCWs 36.22.179 and 36.22.1791 shall apply to the AGREEMENT and to all funds disbursed hereunder. Except as noted in the AGREEMENT, costs are reimbursable under the Budgeting Accounting Reporting System (BARS), including all supplements and revisions thereto, prescribed by the Washington State Auditor's Office.

- 5.9.2. Up to One Thousand Five Hundred Dollars (\$1,500.00) per grant period can be spent on equipment expenditures, unless approved in advance by the COUNTY in writing.
- 5.9.3. All budget revisions must be requested in writing and approved by the COUNTY in writing. The detailed budget form submitted upon application to deliver services for this contract shall be used when requesting revisions and will include a column for the original budget and a column clearly denoting the newly revised and requested budget.
- 5.9.4. When revisions move funds from one budget category to another and/or the revision reaches more than ten percent (10%) of the grant total a formal amendment is additionally required-
- 5.10. Recovery of Overpayment to the CITY. The CITY shall not be reimbursed more than the amount of the allowable costs of performance of this AGREEMENT. When the CITY, COUNTY, or any other state or federal agency determines that the CITY has received payments under this AGREEMENT in excess of reimbursement described in the reimbursement subsection of this AGREEMENT, or otherwise not in conformity with the AGREEMENT, the COUNTY shall recoup those payments, together with interest, from what would otherwise be the COUNTY's liability under this AGREEMENT. If the CITY receives a notice of overpayment, which the COUNTY shall be required to timely provide, the CITY may protest the overpayment determination pursuant to the Dispute Resolution Section of this AGREEMENT. Failure to make said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the CITY.

## 6. AUDIT

- 6.1. General Requirements
  - 6.1.1. The CITY shall procure audit services based on the following guidelines.
  - 6.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that subcontractors also maintain auditable records.
  - 6.1.3. The CITY is responsible for any audit exceptions incurred by its own organization or that of its subcontractors.
  - 6.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
  - 6.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- 6.2. State Funds Requirements
  - 6.2.1. In the event an audit is required, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY.

- 6.2.2. The CITY shall include the above audit requirements in any subcontracts.
- 6.2.3. In any case, the CITY's records must be available for review by the COUNTY or by COMMERCE.

6.3. Documentation Requirements

- 6.3.1. The CITY must send a copy of any audit report no later than six (6) months after the end of the CITY's fiscal year(s) by sending a scanned copy to [CSHCDHCDFinance@spokanecounty.org](mailto:CSHCDHCDFinance@spokanecounty.org) or a hard copy to:

Community Services, Housing, and  
Community Development Department  
ATTN: Fiscal Department  
312 W 8<sup>th</sup> Avenue  
Spokane, WA 99204

- 6.3.1.1. In addition to sending a copy of the audit, when applicable, the CITY must include:

- 6.3.1.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
- 6.3.1.1.2. Copy of the Management Letter and management Decision Letter, where applicable.

- 6.3.1.2. If the CITY is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to the COUNTY; no other report is required.

7. **VENUE STIPULATION**

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

8. **COMPLIANCE WITH LAWS**

- 8.1. The CITY and its subcontractors shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.
- 8.2. The CITY and its subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 8.3. During the performance of this AGREEMENT, the CITY and its subcontractors, shall comply with all federal, state, and local nondiscrimination laws, regulations, and

policies. In the event of the CITY's or its subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY or its subcontractors may be declared ineligible for further grants from the COUNTY or COMMERCE. The CITY or its subcontractors shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

## **9. WASHINGTON STATE QUALITY AWARD (WSQA) - WASHINGTON STATE RCW 43.185C.210(5)(A).**

9.1. Organization receiving over Five Hundred Thousand Dollars (\$500,000.00) during the previous calendar year must apply for a Washington State Quality Award (WSQA) assessment once every three (3) years if the funding is from any of the following sources:

- 9.1.1. State housing-related funding sources;
- 9.1.2. The affordable housing for all surcharge in [RCW 36.22.178](#);
- 9.1.3. The home security fund surcharges in [RCW 36.22.179](#) and [36.22.1791](#); and
- 9.1.4. Any other surcharge imposed under RCW chapters [36.22](#) or [43.185C](#) to fund homelessness programs or other housing programs.

9.2. For more information about WSQA visit their website at <https://performanceexcellence.wa.gov/>

## **10. ORDER OF PRECEDENCE**

10.1. In the event of an inconsistency in the AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 10.1.1. Applicable federal and State of Washington Statutes and Regulations;
- 10.1.2. The agreement between COMMERCE and the COUNTY, Exhibit D;
- 10.1.3. This AGREEMENT and its Exhibits; and
- 10.1.4. The CHC Guidelines, Exhibit C.

## **11. FRAUD AND ABUSE**

11.1. The CITY shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this AGREEMENT and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. The CITY's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by the COUNTY.

11.2. The CITY shall do the following to guard against Fraud and Abuse:

- 11.2.1. Develop written policies, procedures, and standards of conduct that articulate the CITY's commitment to comply with all applicable Federal

and State standards including management responsibility and mandatory compliance plan;

- 11.2.2. Provide effective, ongoing training, and education to the staff of the CITY and providers regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act, and whistle blower protection;
  - 11.2.3. Provide effective communication between, management, the CITY's staff, and providers;
  - 11.2.4. Enforce standards through well-publicized disciplinary guidelines;
  - 11.2.5. Conduct Internal monitoring and auditing;
  - 11.2.6. Respond promptly to detected offenses and development of corrective action initiatives; and
  - 11.2.7. Report fraud and/or abuse information to the COUNTY within one (1) business day of discovery to include the source of the complaint, the involved individual(s), nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.
- 11.3. The CITY shall adhere to the following requirements, as outlined in Exhibits A and C: Fraud, Waste, and Abuse; HIPAA; and HIPAA HITECH.

## **12. CONFIDENTIALITY/SAFEGUARDING INFORMATION**

- 12.1. Confidential Information as used in this section includes:
- 12.1.1. All material provided to the CITY by the COUNTY or COMMERCE that is designated as "confidential" by the COUNTY or COMMERCE;
  - 12.1.2. All material produced by the CITY that is designated as "confidential" by COMMERCE; and
  - 12.1.3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal Information" includes, but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or COMMERCE or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of the Confidential Information or violation of any state or federal laws thereto. Upon request, the CITY shall provide the COUNTY or COMMERCE with its policies and procedures on confidentiality. SPOKANE

COUNTY or COMMERCE may require changes to such policies and procedures as they apply to this grant whenever it is determined that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by SPOKANE COUNTY or COMMERCE. Upon request, the CITY shall immediately return to the COUNTY or COMMERCE any Confidential Information that the COUNTY or COMMERCE reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

- 12.3. Unauthorized Use or Disclosure. The CITY shall notify the COUNTY within one (1) working day of any unauthorized use or disclosure of Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **13. SUBCONTRACTORS**

- 13.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT.
- 13.2. The CITY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the COUNTY or COMMERCE in writing may:
- 13.2.1. Require the CITY to amend its subcontracting procedures as they relate to this AGREEMENT;
  - 13.2.2. Prohibit the CITY from subcontracting with a particular person or entity; or
  - 13.2.3. Require the CITY to rescind or amend a subcontract.
- 13.3. Every subcontract shall bind the subcontractor to the follow all applicable terms of this AGREEMENT. The CITY is responsible to the COUNTY and COMMERCE if the CITY or its subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The CITY shall appropriately monitor the activities of the subcontractor to assure fiscal conditions of this AGREEMENT. In no event, shall the existence of a subcontract operate to release or reduce the liability of the CITY to the COUNTY for any breach in the performance of the CITY's duties.
- 13.4. Every subcontract shall include a term that COMMERCE, the State of Washington, and the COUNTY are not liable for claims or damages arising from a subcontractors' performance of the subcontract.

### **14. MONITORING**

- 14.1. The COUNTY shall provide technical assistance to the CITY, to the extent practicable. The COUNTY will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the CITY, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.

- 14.1.1. The CITY will be given a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
- 14.2. The CITY shall cooperate with the COUNTY or its agent in the evaluation of the CITY's performance under this AGREEMENT and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or United States Code (USC) 5 USC 552 (Freedom of Information Act).
- 14.3. The CITY shall provide right of access to its facilities, including those of any subcontractor, to the COUNTY, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The COUNTY shall provide reasonable notice of any COUNTY monitoring or evaluation, unless the COUNTY has reason to believe that monitoring without notice is necessary. The COUNTY shall monitor the CITY programmatically and financially on site within the sole discretion of the COUNTY. The CITY shall make available to the COUNTY, the state auditor, books or pertinent information which the CITY shall have kept pertaining to this AGREEMENT and as required by the AGREEMENT, Washington law. The CITY shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this AGREEMENT.
- 14.4. The CITY shall respond timely and accurately to requests from the COUNTY to provide information necessary to respond to inquiries from entities having authority to make such request.
- 14.5. The CITY agrees to notify the COUNTY in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to the COUNTY copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.
- 14.6. The CITY will monitor the performance of services and evaluate accomplishments and compliance with the terms of its agreements with its subcontractor throughout the project period. Monitoring may include a visit to the project site or to the subcontractor's organization, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
  - 14.6.1. The CITY will give its subcontractor a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
  - 14.6.2. The CITY will include the monitoring language in 14.1. through 14.5. above in all subcontracts.

## **15. AMENDMENTS AND MODIFICATIONS**

- 15.1. The COUNTY and/or the CITY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification

shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and the CITY. No other understandings or agreements, written or oral, shall be binding on the PARTIES.

- 15.2. The CITY hereby acknowledges that this AGREEMENT is subject to all, RCWs, and Washington Administrative Codes (WAC) applicable to this AGREEMENT. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The COUNTY will provide notice of such amendment required by this paragraph when the COUNTY is aware of them. The CITY agrees to accept, and execute any and all amendments offered by the COUNTY needed to effectuate the, RCW, and/or WAC.
- 15.3. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the CITY's Application and Scope of Work, must be submitted in writing to the COUNTY for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this AGREEMENT.

## **16. WAIVER**

- 16.1. No officer, employee, agent or otherwise of the COUNTY or the CITY has the power, right or authority to waive any of the terms, conditions, provisions, and/or covenants to this AGREEMENT. No waiver of any breach or violation of any provision of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or by law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce, at any time, any of the provisions of the AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

## **17. TERMINATION FOR CAUSE / SUSPENSION**

- 17.1. In the event the COUNTY determines the CITY has failed to comply with the conditions of this AGREEMENT in a timely manner, the COUNTY has the right to suspend or terminate this AGREEMENT in whole or in part upon written notice to the CITY. Before suspending or terminating this AGREEMENT, the COUNTY shall notify the CITY in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this AGREEMENT may be terminated or suspended. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

- 17.2. In the event of termination or suspension, the CITY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).
- 17.3. The COUNTY reserves the right to suspend all or part of this AGREEMENT, withhold further payments, or may prohibit the CITY's from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CITY or decision by the COUNTY to terminate this AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CITY was not in default or the failure to perform was outside his or her control, fault, or negligence.
- 17.4. All rights and remedies of the COUNTY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

- 18.1. Except as otherwise provided in this AGREEMENT, the COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part, for convenience. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

- 19.1. Upon termination of this AGREEMENT, the COUNTY in addition to any other rights provided in this AGREEMENT, may require the CITY to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of the AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- 19.2. The COUNTY shall pay the CITY the agreed upon price, if separately stated, for completed work and services accepted by the COUNTY, and the amount agreed upon by the CITY AND the COUNTY for: (i) completed works and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by the COUNTY; and (iv) the protection and presentation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The COUNTY may withhold from any amounts due to the CITY such sum as the Authorized Representative determines to be necessary to protect the COUNTY against potential loss or liability.
- 19.3. The rights and remedies of the COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions

of this AGREEMENT, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

19.4. After receipt of a Notice of Termination, and except as otherwise directed by the COUNTY, the CITY shall:

- 19.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- 19.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- 19.4.3. Assign to the COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of the COUNTY; and
- 19.4.4. Preserve and transfer any materials, Agreement deliverables and/or the COUNTY property in the City's possession as directed by the COUNTY.

## **20. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

- 20.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW Chapter 42.17A and the Federal Hatch Act 5 USC 1501 – 1508.
- 20.2. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **21. CONFLICT OF INTEREST**

- 21.1. No officer or employee of the COUNTY; no member, officer, or employee of the CITY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.
- 21.2. The CITY shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.
- 21.3. Notwithstanding any determination made by the Executive Ethics Board of COMMERCE, other tribunal, or the Spokane Board of County Commissioners, the COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination that there is a violation of Ethics in Public Service Act, RCW Chapters 42.52 and 42.23 or any other similar statute involving the CITY in the procurement of, or performance under this contract.

- 21.4. Specific restrictions apply to contracting with current or former state employees pursuant to RCW Chapter 42.52. The CITY and their subcontractor(s) must identify any person employed in any capacity by the State of Washington that worked on the CHG program (during the twenty-four (24) month period preceding the start date of this AGREEMENT) including but not limited to: formulating or drafting legislation; participating in grant procurement planning and execution; awarding grants; and monitoring grants. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined that a conflict exists, the CITY may be disqualified from further consideration for the award of this grant.

## **22. DISPUTE RESOLUTION**

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

## **23. INDEMNIFICATION AND INSURANCE**

### **23.1. Indemnification**

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

of each Party's own negligence.

- 23.1.3. SPOKANE COUNTY and the CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any SPOKANE COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, SPOKANE COUNTY and the CITY, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 23.1.4. These indemnifications and waiver shall survive the termination of this AGREEMENT.
- 23.1.5. No officer or employee of the CITY or SPOKANE COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT. It is understood that in such matters they are acting solely as agents of their respective agencies.
- 23.1.6. Insofar as the funding source, is an agency of the government, the following shall apply:
  - 23.1.6.1. 44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.
  - 23.1.6.2. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): The CITY represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the CITY's performance under this AGREEMENT. To the extent allowed by law, the CITY further agrees to indemnify and hold harmless SPOKANE COUNTY, and its employees and agents from all liability, damages, and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against SPOKANE COUNTY as a result of the failure of the CITY to so comply.
- 23.2. Insurance
  - 23.2.1. The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

## **24. LOSS OR REDUCTION OF FUNDING**

- 24.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination

for Cause” without providing the CITY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under “Amendments and Modifications” to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

## 25. NONASSIGNABILITY

- 25.1. Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY.

## 26. NOTICES

- 26.1. Any notices required in accordance with any of the provisions herein shall be delivered personally, or sent by registered or certified mail to:

To: **Director**

Spokane County Community Services, Housing, and Community  
Development Department  
312 West 8<sup>th</sup> Avenue, Fourth Floor  
Spokane, WA 99204

With a copy to: **Community Development Specialist 3**

Spokane County Community Services, Housing, and Community  
Development Department  
312 West 8<sup>th</sup> Avenue, Fourth Floor  
Spokane, WA 99204

Contractor to: **Kelly Keenan**

Director  
City of Spokane  
Community, Housing & Human Services  
508 West Spokane Falls Blvd  
Spokane, WA 99201

## 27. COPYRIGHT PROVISIONS

- 27.1. The COUNTY hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with CHG funds.

## 28. PAY EQUITY

- 28.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
- 28.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions.

Job titles alone are not determinative of whether employees are similarly employed;

- 28.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 28.1.2.1. A seniority system, a merit systems, a system that measures earnings by quality of production, a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
    - 28.1.2.1.1. A bona fide job related factor or factors may include, but not be limited to: education; training; or experience that is consistent with business necessity, not based on or derived from a gender-based differential. and accounts for the entire differential.
    - 28.1.2.1.2. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential, and account for the entire differential.
- 28.2. This AGREEMENT may be terminated by the COUNTY, if the COUNTY or COMMERCE determines that the CITY is not in compliance with this provision.

## **29. POLITICAL ACTIVITY**

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

## **30. PUBLICITY**

- 30.1. The CITY agrees to submit to the COUNTY and COMMERCE, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein the COUNTY's and/or COMMERCE's name is mentioned or language used from which the connection of the COUNTY and/or COMMERCE's name may, in the judgment of the COUNTY and/or the COMMERCE be inferred or implied. The CITY agrees not to publish or use such advertising and publicity matters without the prior written consent of the COUNTY and/or COMMERCE. The CITY may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, COMMERCE reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.
- 30.2. Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of the COUNTY'S AND COMMERCE's financial support, and a statement that the publication does not constitute an endorsement by the COUNTY/COMMERCE or reflect the COUNTY/COMMERCE's views.

## **31. RECORDS**

- 31.1. The CITY agrees to maintain all books, records, documents, receipts, invoices and all

other electronic or written records necessary to sufficiently and properly reflect THE CITY's contracts, sub awards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").

- 31.2. The CITY's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or COMMERCE or its designee, by the Office of the State Auditor, HUD or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- 31.3. The records shall be made available by the CITY for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY's normal working day.
- 31.4. The CITY shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

## **32. SEVERABILITY**

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

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

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

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

- 34.1. The CITY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

## **35. EXECUTION AND APPROVAL**

- 35.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized

representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

### 36. MISCELLANEOUS

- 36.1. All Writings Contained Herein. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise, or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.
- 36.2. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this AGREEMENT, the day of the act or event after which the designated period of time begins to run shall not be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or County holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 36.3. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- 36.4. Further Documentation. The CITY agrees to execute, acknowledge, and deliver upon reasonable request by the COUNTY any document, which the COUNTY reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 36.5. Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 36.6. Headings. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 36.7. Licensing, Accreditation, and Registration. The CITY shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this AGREEMENT.
- 36.8. No Third-Party Beneficiaries. Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefits or right, greater than that enjoyed by the general public, to third persons.

- 36.9. Registration with the Department of Revenue. If required by law, the CITY shall complete registration with the Washington State Department of Revenue.
- 36.10. Right of Inspection. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.
- 36.11. Site Security. While on the COUNTY or COMMERCE premises, the CITY, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.
- 36.12. Survival. The terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this AGREEMENT, shall so survive.
- 36.13. Time of Essence. Time is of the essence of this AGREEMENT.

DRAFT

**EXHIBIT “A”**  
**SCOPE OF WORK**

(Placeholder)

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

DRAFT

**CONSOLIDATED HOMELESS GRANT SERVICES AGREEMENT****EXHIBIT B****BUDGET**

<b>Budget Category</b>	<b>Amount</b>
CHG Base: Administrative Costs	\$178,817.00
CHG Base: Rent/Fac Support Lease	\$862,846.00
CHG Base: Other Rent/Fac Support Lease & Housing Costs	\$8,716.00
CHG Base: Operations	\$801,893.00
PSH CHF: Rent/Fac Support Lease	\$83,403.00
PSH CHF: Other Rent and Housing Costs	\$842.00
PSH CHF: Operations	\$79,975.00
<b>Total Budget</b>	<b>\$2,016,492.00</b>

**EXHIBIT “C”**

**CONSOLIDATED HOMELESS GRANT (CHG) GUIDELINES**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

DRAFT

**EXHIBIT “D”**

**DEPARTMENT OF COMMERCE CONTRACT**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

DRAFT

**EXHIBIT “E”**

**DEPARTMENT OF COMMERCE COORDINATED ENTRY GUIDELINES**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

DRAFT

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

07/01/2019

Date Rec'd

4/11/2012

Clerk's File #

CPR 2019-0002

Renews #Cross Ref #Submitting Dept

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Project #Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-CLAIMS-2019

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 6/21/19.  
Total: \$8,535,503.56 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$8,008,506.80

Summary (Background)

Pages 1-37 Check numbers: 561638 - 561793 ACH payment numbers: 65239 - 65523 On file for review in City Clerks Office: 37 Page listing of Claims NOTE:

Fiscal Impact

Grant related?

Budget Account

Public Works? NO

Expense \$ 8,008,506.80

# Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

MARCHAND, CRYSTAL

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

REPORT: PG3620  
06/24/19  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 25

APPROVAL FUND SUMMARY

DATE:  
TIME: 07:53  
PAGE: 1

FUND	FUND NAME	AMOUNT
0000	ALL DEPARTMENTS	283,613.00
0100	GENERAL FUND	629,608.24
1100	STREET FUND	290,342.51
1200	CODE ENFORCEMENT FUND	11,535.87
1300	LIBRARY FUND	32,983.14
1380	TRAFFIC CALMING MEASURES	153.04
1400	PARKS AND RECREATION FUND	54,743.92
1450	UNDER FREEWAY PARKING FUND	514.00
1460	PARKING METER REVENUE FUND	16,090.35
1510	SPOKANE REG EMERG COM SYS	767.59
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,170.71
1630	COMBINED COMMUNICATIONS CENTER	15,822.61
1640	COMMUNICATIONS BLDG M&O FUND	64,451.12
1680	CD/HS OPERATIONS	9,960.64
1910	CRIMINAL JUSTICE ASSISTANCE FD	21,106.24
1970	FIRE/EMS FUND	240,503.32
1990	TRANSPORTATION BENEFIT FUND	50,898.79
3200	ARTERIAL STREET FUND	33,374.53
3500	KENDALL YARDS TIF	130,288.86
4100	WATER DIVISION	254,150.31
4250	INTEGRATED CAPITAL MANAGEMENT	282,683.94
4300	SEWER FUND	402,655.63
4480	SOLID WASTE FUND	79,547.59
4490	SOLID WASTE DISPOSAL	638,773.80
4530	SOLID WASTE LANDFILLS	9,175.83
4600	GOLF FUND	6,625.12
4700	DEVELOPMENT SVCS CENTER	27,895.66
5100	FLEET SERVICES FUND	241,517.31
5110	FLEET SVCS EQUIP REPL FUND	72,728.87
5200	PUBLIC WORKS AND UTILITIES	11,536.26
5300	IT FUND	157,221.37
5310	IT CAPITAL REPLACEMENT FUND	149,500.00
5400	REPROGRAPHICS FUND	11,983.29
5500	PURCHASING & STORES FUND	3,516.76
5600	ACCOUNTING SERVICES	19,021.29
5700	MY SPOKANE	5,502.57
5750	OFFICE OF PERFORMANCE MGMT	3,437.92
5800	RISK MANAGEMENT FUND	18,858.14
5810	WORKERS' COMPENSATION FUND	3,319.34
5820	UNEMPLOYMENT COMPENSATION FUND	89.96
5830	EMPLOYEES BENEFITS FUND	1,092,482.14
5900	ASSET MANAGEMENT FUND OPS	77,571.04
5901	ASSET MANAGEMENT FUND CAPITAL	11,524.47
6060	EMPLOYEES' RETIREMENT FUND	3,854.26
6070	FIREFIGHTERS' PENSION FUND	13,248.49
6080	POLICE PENSION FUND	7,396.20
6960	SALARY CLEARING FUND NEW	2,513,760.76

TOTAL: 8,008,506.80

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 25

DATE: 06/24/19  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

J&K PROPERTY MANAGEMENT LLC MAXINE SILVER	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00561677	137.00
LIZ SHEFFIELD COPYWRITING LLC ATTN ELIZABETH SHEFFIELD	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00561676	127.00
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80065448	438.71
TOTAL FOR 0020 - NONDEPARTMENTAL		702.71

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	127.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	250.00
JENNIFER ROSE	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80065261	35.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	651.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	749.40
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,813.63

0100 - GENERAL FUND

AMON VESELITS 515 W 1ST AVE APT 410	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00561650	500.00
ATIF ADO 4006 N MADISON ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00561652	1,000.00
CHARLES JONES 5034 CANYON DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00561646	100.00
JOHN THAYER 507 S HOWARD ST APT 32	DEPOSIT - RESTITUTION CHECK NO. - 00561762	50.00
NICK SANGIL 5203 W ALDERWOOD AVE	DEPOSIT - RESTITUTION CHECK NO. - 00561763	160.00

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY	
	ACH PMT NO. - 80065264	10,570.00
SPOKANE INT'L AIRPORT	DEPOSIT-AIRPORT PARK VIOLATION	
AIRPORT PARKING TICKETS	ACH PMT NO. - 80065337	202.97

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VLADA PAVLENCO	DEPOSIT-CASH BAIL BONDS	
17815 N COLFAX ST	CHECK NO. - 00561651	1,000.00
TOTAL FOR 0100 - GENERAL FUND		13,582.97

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80065249	229.16
CRAIG E HULT	OTHER MISC CHARGES	
	ACH PMT NO. - 80065354	35.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561775	660.00
JUDITH GILMORE	OTHER MISC CHARGES	
	ACH PMT NO. - 80065303	35.00
MARK E LINDSEY	OTHER MISC CHARGES	
	ACH PMT NO. - 80065356	35.00
PAMELA DECOUNTER	OTHER MISC CHARGES	
	ACH PMT NO. - 80065294	35.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00561679	11,270.97
SCOTT A STEPHENS	OTHER MISC CHARGES	
	ACH PMT NO. - 80065339	35.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561786	2,252.27
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80065517	2,468.65
TOTAL FOR 0230 - CIVIL SERVICE		17,056.05

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561775	265.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00561786	1,193.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,447.88
TOTAL FOR 0260 - CITY CLERK		2,906.32

0320 - COUNCIL

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HANNAHLEE ALLERS	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00561640	6.83
HANNAHLEE ALLERS	PER DIEM CHECK NO. - 00561640	224.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	625.00
KARA ODEGARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00561654	9.94
KARA ODEGARD	PER DIEM CHECK NO. - 00561654	224.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80065297	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,779.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	2,890.99
TOTAL FOR 0320 - COUNCIL		9,260.59

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

CHAPTER & VERSE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065288	21,932.87
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	430.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,792.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,862.43
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		26,018.27

## 0350 - COMMUNITY CENTERS

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80065436	6,647.57
SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80065451	3,091.71
TOTAL FOR 0350 - COMMUNITY CENTERS		9,739.28

## 0370 - ENGINEERING SERVICES

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

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065244	38.39
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80065244	15.40
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	173.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	3,435.00
MICHELE L DAILEY	LOCAL MILEAGE ACH PMT NO. - 80065470	34.80
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	14,192.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	16,654.14
WESTERN REBAR	OPERATING SUPPLIES ACH PMT NO. - 80065350	58.81
TOTAL FOR 0370 - ENGINEERING SERVICES		34,603.01

## 0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	305.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,034.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,251.80
TOTAL FOR 0410 - FINANCE		2,590.88

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	141.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	672.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	839.12
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,652.47

0450 - COMM & NEIGHBHD SVCS DIVISION

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	197.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	233.54
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		506.39

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	463.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	367.56
TOTAL FOR 0470 - HISTORIC PRESERVATION		930.81

0500 - LEGAL

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	PROFESSIONAL SERVICES ACH PMT NO. - 80065359	891.12
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065282	36.12
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	

	ACH PMT NO. - 80065249	372.42
DAVID A KLING	LOCAL MILEAGE	
	ACH PMT NO. - 80065355	11.95
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80065295	17.92
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES	
	CHECK NO. - 00561756	65.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES	
	CHECK NO. - 00561673	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00561775	2,180.00
JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS	
	ACH PMT NO. - 80065312	406.25
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS	
	ACH PMT NO. - 80065313	2,456.50

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACER SERVICE CENTER	JUDGEMENTS/DAMAGES	
	ACH PMT NO. - 80065440	46.60
SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80065335	55.02
TAISIA MOGA	INTERPRETER COSTS	
	CHECK NO. - 00561678	225.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS	
	ACH PMT NO. - 80065459	4,202.92
T-MOBILE	CELL PHONE	
	CHECK NO. - 00561683	51.64
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY	
	CHECK NO. - 00561786	9,154.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80065517	10,963.43
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80065462	55.52

TOTAL FOR 0500 - LEGAL

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31,266.64

0520 - MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00561775	280.00

K & L GATES LLP	PROFESSIONAL SERVICES ACH PMT NO. - 80065423	3,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,117.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,961.07
TOTAL FOR 0520 - MAYOR		7,358.12

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	125.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	724.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	887.85
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,737.74

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0560 - MUNICIPAL COURT

AMY HARTE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80065353	132.24
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	931.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	1,845.00
KING COUNTY DIRECTORS ASSN PURCHASING DEPARTMENT	BUILDING IMPROVEMENTS CHECK NO. - 00561675	14,129.32
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065327	1,085.19
PPC SOLUTIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80065259	88.16
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80065345	83.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	8,188.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	10,123.12

TOTAL FOR 0560 - MUNICIPAL COURT		36,606.55
0570 - OFFICE OF HEARING EXAMINER		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	458.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	573.72
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,192.43
0620 - HUMAN RESOURCES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	588.76
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,212.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	2,531.27
HONORABLE MAYOR AND COUNCIL MEMBERS		06/24/19 PAGE 9
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 0620 - HUMAN RESOURCES		5,332.09
0650 - PLANNING SERVICES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	765.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,985.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	3,231.74
TOTAL FOR 0650 - PLANNING SERVICES		6,982.58
0680 - POLICE		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80065276	144.00
ALLIED ENVELOPE	OFFICE SUPPLIES	

	ACH PMT NO. - 80065278	45.40
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065283	6,069.43
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80065283	818.50
CENTURYLINK	TELEPHONE CHECK NO. - 00561754	142.90
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80065291	2,276.61
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065292	3,772.53
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80065402	714.87
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80065251	192.64
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80065408	26,843.85
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80065411	67.85
FREEDOM SALES & SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80065301	422.69
GALLS LLC	CLOTHING ACH PMT NO. - 80065412	5,014.86

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80065412	812.37
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80065415	358.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	72,385.63
L N CURTIS & SONS	AMMUNITION ACH PMT NO. - 80065316	2,334.16
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80065425	31.34
LEXIPOL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80065317	43,527.00
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80065426	56.36

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065427	511.88
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80065375	918.04
SPECIAL SERVICES GROUP LLC	COMPUTERS ACH PMT NO. - 80065453	2,040.00
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES ACH PMT NO. - 80065454	43.31
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80065454	27.51
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00561656	23.95
SPOKANE POLICE DEPARTMENT IMPREST FUND	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00561656	133.00
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00561684	51.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00561767	90.57
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	38,263.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	21,854.36
VERIZON WIRELESS	MINOR EQUIPMENT ACH PMT NO. - 80065346	653.26
VERIZON WIRELESS LERT B	PROFESSIONAL SERVICES ACH PMT NO. - 80065347	50.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA ASSN OF SHERIFFS & POLICE CHIEFS	REGISTRATION/SCHOOLING CHECK NO. - 00561687	600.00
WA STATE DEPT OF REVENUE	COMPUTERS -	181.56
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00561791	143,981.59
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00561792	650.00
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80065352	35.18

TOTAL FOR 0680 - POLICE

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376,139.80

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	196.87
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	735.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,556.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	3,178.74
TOTAL FOR 0690 - PROBATION SERVICES		6,667.45

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065282	29.64
A-1 SERVICE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00561731	660.00
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80065403	1,202.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	317.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	1,405.00
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80065458	1,197.25
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS ACH PMT NO. - 80065318	62.08

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80065443	903.92
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80065459	941.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	6,469.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	7,447.12

TOTAL FOR 0700 - PUBLIC DEFENDER

20,635.98

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	38.51
NAILS WITH PZAZZ & PARAMOUNT SPA	CONTRACTUAL SERVICES ACH PMT NO. - 80065435	10,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	735.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	35.62

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT

10,809.68

0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	365.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,428.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,722.44

TOTAL FOR 0860 - TREASURY SERVICES

3,515.80

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065244	228,417.67
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80065244	470.56
CENTURYLINK	TELEPHONE CHECK NO. - 00561641	254.45

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	510.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	4,706.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80065320	52.66

NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00561653	31.51
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80065240	180.00
SARGENT ENGINEERS INC	STRUCTURE REPAIRS/MAINTENANCE ACH PMT NO. - 80065331	183.00
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES ACH PMT NO. - 80065344	10,151.66
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	21,412.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	22,366.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80065266	912.85
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80065266	439.26
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80065268	169.24
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00561659	22.86
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80065271	61.76
TOTAL FOR 1100 - STREET FUND		290,342.51

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	795.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80065497	1,127.63
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80065240	244.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	3,449.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	3,467.54
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80065266	543.62

VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80065266	120.16
WITHERSPOON BRAJCICH	CONTRACTUAL SERVICES	
MCPHEE PLLC	ACH PMT NO. - 80065467	1,788.40

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	11,535.87
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561775	2,245.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561786	14,074.90
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80065517	16,663.24

TOTAL FOR 1300 - LIBRARY FUND	32,983.14
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1380 - TRAFFIC CALMING MEASURES

ADELINA VALENZUELA	PHOTO RED FINES	
1033 S MARNA LN	CHECK NO. - 00561649	17.04
JERRY LEWIS	PHOTO RED FINES	
12709 N FREYA ST	CHECK NO. - 00561648	136.00

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	153.04
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1400 - PARKS AND RECREATION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80065244	244.89
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80065249	315.34
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561775	4,068.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561786	29,617.86
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80065517	20,497.83

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1400 - PARKS AND RECREATION FUND 54,743.92

1450 - UNDER FREEWAY PARKING FUND

NORTHWEST INDUSTRIAL SERVICES OPERATING RENTALS/LEASES  
DBA AMERICAN ON SITE SERVICES ACH PMT NO. - 80065240 514.00

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND 514.00

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES  
ACH PMT NO. - 80065249 89.88

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00561775 590.17

PARKEON INC CONTRACTUAL SERVICES  
DBA FLOWBIRD INC ACH PMT NO. - 80065325 570.00

PCS MOBILE SOFTWARE (NONCAPITALIZED)  
ACH PMT NO. - 80065326 7,346.05

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00561786 2,925.45

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80065517 3,467.94

VERIZON WIRELESS CELL PHONE  
ACH PMT NO. - 80065266 871.39

VERIZON WIRELESS IT/DATA SERVICES  
ACH PMT NO. - 80065266 133.70

WA STATE DEPT OF LICENSING MISC SERVICES/CHARGES  
ATTN: RECORD REQUEST UNIT CHECK NO. - 00561658 45.04

WA STATE DEPT OF REVENUE CONTRACTUAL SERVICES  
- 50.73

TOTAL FOR 1460 - PARKING METER REVENUE FUND 16,090.35

1510 - SPOKANE REG EMERG COM SYS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00561775 100.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00561786 301.66

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80065517 365.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		767.59
-----		
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	653.10
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	172.47
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00561791	1,345.14
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		2,170.71
		-----
1630 - COMBINED COMMUNICATIONS CENTER		
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COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	168.91
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	1,810.18
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561779	1,129.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	5,420.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	6,345.48
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00561791	948.46
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		15,822.61
		-----
1640 - COMMUNICATIONS BLDG M&O FUND		
-----		
SPOKANE REGIONAL COMMUNICATION	BUILDING IMPROVEMENTS ACH PMT NO. - 80065508	64,451.12
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		64,451.12
		-----
1680 - CD/HS OPERATIONS		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	835.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	4,084.49

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	5,041.15
TOTAL FOR 1680 - CD/HS OPERATIONS		9,960.64
-----		
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
-----		
ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80065390	16,194.24
WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW	STATE OF WASHINGTON ACH PMT NO. - 80065463	4,912.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		21,106.24
-----		
1970 - FIRE/EMS FUND		
-----		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	717.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	10,226.80
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561779	45,436.88
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065456	4,275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	22,660.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	4,470.66
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00561791	152,716.31
TOTAL FOR 1970 - FIRE/EMS FUND		240,503.32
-----		
1990 - TRANSPORTATION BENEFIT FUND		
-----		
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	PRINTING/BINDING/REPRO CHECK NO. - 00561638	10.89
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065376	50,887.90
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TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

50,898.79

3200 - ARTERIAL STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADAMS & CLARK INC	RIGHT OF WAY ACH PMT NO. - 80065277	4,184.09
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065245	1,281.33
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065315	7,087.14
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065376	20,821.97
TOTAL FOR 3200 - ARTERIAL STREET FUND		33,374.53

3500 - KENDALL YARDS TIF

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NORTH GORGE RESIDENTIAL PARTNERS LLC	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80065321	566.34
NORTH GORGE RESIDENTIAL PARTNERS LLC	OTHER DEBT ACH PMT NO. - 80065321	129,722.52
TOTAL FOR 3500 - KENDALL YARDS TIF		130,288.86

4100 - WATER DIVISION

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C & C YARD CARE	CONTRACTUAL SERVICES ACH PMT NO. - 80065476	2,940.49
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	453.20
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80065417	26,329.12
CORE & MAIN LP	MINOR EQUIPMENT ACH PMT NO. - 80065417	352.67
CYNTHIA DELEON, AAL 109 N PINES RD	REFUNDS CHECK NO. - 00561643	140.54
DEPARTMENT OF COMMERCE TRADE & ECONOMIC DEVELOPMENT	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80065400	3,804.13
DEPARTMENT OF COMMERCE TRADE & ECONOMIC DEVELOPMENT	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80065400	47,551.60

FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80065299	14,734.29
GEO ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065252	13,861.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	8,080.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INTERMOUNTAIN SIGN & SAFETY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065311	24,657.32
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065320	740.52
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80065323	3,067.71
PUMP SYSTEMS MATTER INC	CONTRACTUAL SERVICES ACH PMT NO. - 80065328	35,947.20
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00561766	370.29
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80065265	28.66
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	32,510.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	38,450.54
WELK APPLIANCE REPAIR	MINOR EQUIPMENT CHECK NO. - 00561688	130.68

TOTAL FOR 4100 - WATER DIVISION	-----	254,150.31
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4250 - INTEGRATED CAPITAL MANAGEMENT

APOLLO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065241	234,751.67
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065302	330.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	905.00
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065255	7,589.03
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00561655	1,511.28

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	4,309.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	4,623.57
WALKER HALME JOINT VENTURE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065267	28,664.24

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	282,683.94
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4300 - SEWER FUND

ALDERBROOK ENTERPRISE INC 8220 W GAGE BLVD	REFUNDS CHECK NO. - 00561760	260.17
SHIRLEY O NORD 5703 N LINCOLN ST	REFUNDS CHECK NO. - 00561761	30.52

TOTAL FOR 4300 - SEWER FUND	290.69
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4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065283	48.74
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80065290	3,341.31
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	270.35
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065287	1,511.14
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	2,335.00
KENWORTH SALES COMPANY	MACHINERY/EQUIPMENT ACH PMT NO. - 80065424	140,485.89
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00561680	99.97
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	8,259.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	9,901.44

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	166,252.86
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4320 - RIVERSIDE PARK RECLAMATION FAC

APSCO LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065281	4,982.08
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065391	99,145.11
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065396	5,066.85
CINTAS CORPORATION NO 3 LOC 606	OPERATING SUPPLIES ACH PMT NO. - 80065396	561.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80065397	165.01
CONTROL SOLUTIONS NW INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065366	1,361.25
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	650.39
EVOQUA WATER TECHNOLOGIES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065409	213.66
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065300	35.39
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	POSTAGE ACH PMT NO. - 80065300	47.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	5,795.00
NETWORK SERVICES COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80065437	351.69
TRM SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80065514	50,622.17
UNITED TECHNOLOGY CORP dba OTIS ELEVATOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80065380	522.70
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	23,911.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	29,365.37
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80065468	133.56

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 222,930.63

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065283	119.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	1,525.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	4,777.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	6,085.45

TOTAL FOR 4330 - STORMWATER 12,507.65

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	313.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	285.20

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS 673.80

4480 - SOLID WASTE FUND

JVC 1 LLC 1063 E MEMORIAL DR	REFUNDS CHECK NO. - 00561759	365.42
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TOTAL FOR 4480 - SOLID WASTE FUND 365.42

4490 - SOLID WASTE DISPOSAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065283	222.54
BIG SKY INDUSTRIAL/DIV OF WWSS ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065475	50,445.89
BRANOM INSTRUMENT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065394	568.02

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065289	13,571.22
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065398	417.07
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80065405	5,788.09
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065481	425.99
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80065296	1,330.93
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80065410	588.47
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80065410	583.34
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80065410	580.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GARVEY SCHUBERT BARER	PROFESSIONAL SERVICES ACH PMT NO. - 80065413	979.53
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80065306	24,716.82
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00561674	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	3,745.00
J & T'S LAWN CARE INC DBA GREENSCAPE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80065490	565.95
JOHNSON CONTROLS FIRE PROTECTION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065492	5,549.53
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065493	35,817.01
KNIGHT CONSTRUCTION & SUPPLY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80065493	114,820.21
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065319	3,863.34
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80065280	1,195.00
ROGERS MACHINERY COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80065499	579.89
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES	
	ACH PMT NO. - 80065264	979.90
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80065461	457.38
UNITEC DORSH LLC	EQUIPMENT REPAIRS/MAINTENANCE	
C/O UNITEC CORPORATION	ACH PMT NO. - 80065515	1,181.57
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561786	18,993.48
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80065517	22,127.59
VYANET OPERATIONS GROUP dba	EQUIPMENT REPAIRS/MAINTENANCE	
ALLIED FIRE & SECURITY	ACH PMT NO. - 80065279	98.01
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	
	CHECK NO. - 00561657	54.00
WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00561672	180.11
ZAMPELL REFRACTORIES INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80065523	327,847.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4490 - SOLID WASTE DISPOSAL		638,773.80
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4500 - SOLID WASTE COLLECTION		
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ALAN GLENN HIBBS	PERMITS/OTHER FEES	
	CHECK NO. - 00561758	102.00
BIG BELLY SOLAR INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80065393	1,189.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT	
	ACH PMT NO. - 80065476	979.81
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80065249	666.15
DRI STICK DECAL CORP	PRINTING/BINDING/REPRO	
DBA RYDIN DECAL	ACH PMT NO. - 80065330	1,676.00
HOME DEPOT USA INC	EQUIPMENT REPAIRS/MAINTENANCE	
THE HOME DEPOT PRO-SUPPLYWORKS	ACH PMT NO. - 80065422	372.98
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561775	4,735.00

OTTO ENVIRONMENTAL SYSTEMS LLC	OPERATING SUPPLIES ACH PMT NO. - 80065439	652.32
SCHAEFER SYSTEMS INTERNATIONAL INC	MINOR EQUIPMENT ACH PMT NO. - 80065446	24,003.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	19,755.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	24,794.92
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	105.82
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	149.16
TOTAL FOR 4500 - SOLID WASTE COLLECTION		79,182.17

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00561639	172.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065283	1,888.69
CENTURYLINK	TELEPHONE CHECK NO. - 00561671	56.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CH2M HILL ENGINEERS INC	CONTRACTUAL SERVICES CHECK NO. - 00561755	4,657.50
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065289	15.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	75.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80065280	270.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80065264	204.10
STARPLEX CORP	OPERATING RENTALS/LEASES ACH PMT NO. - 80065338	1,110.00
STARPLEX CORP	REGISTRATION/SCHOOLING ACH PMT NO. - 80065338	148.00
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES ACH PMT NO. - 80065461	73.18

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	218.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	286.31
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		9,175.83

4600 - GOLF FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065244	28.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	513.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	4,072.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	2,011.64
TOTAL FOR 4600 - GOLF FUND		6,625.12

4700 - DEVELOPMENT SVCS CENTER

ADT LLC ATTN: KRISTY PEREZ	PERMIT REFUNDS PAYABLE CHECK NO. - 00561647	15.00
AIR DESIGN HEATING & A/C ATTN: AARON LINDEMAN	PERMIT REFUNDS PAYABLE CHECK NO. - 00561645	35.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CALIBER ELECTRIC INC ATTN: KERRY D SCHUBERT	PERMIT REFUNDS PAYABLE CHECK NO. - 00561644	270.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	2,519.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	12,277.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	12,835.05
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80065266	55.82-
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		27,895.66

5100 - FLEET SERVICES FUND

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065284	497.21
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065472	3,216.45
BRAD L WHITE dba SUPERIOR FLUID POWER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065457	252.43
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065285	87.07
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80065477	46,485.92
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	216.78
CUMMINS NORTHWEST LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80065293	409.47
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065401	442.89
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065465	820.27
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065407	544.50
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80065484	356.10
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065410	308.97
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065486	9,053.63

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GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065414	307.36
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065415	222.26
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065308	418.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	1,745.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00561778	634.34

INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065310	571.09
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065314	2,508.93
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065424	10.60
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065416	321.26
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065433	2,723.06
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065434	129.60
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065322	2,755.94
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00561764	169.31
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065441	446.49
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065324	142.90
R 'N R RV CENTER RNR HOLIDAY RV INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00561784	163.92
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065445	208.22
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00561765	505.68
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065501	8,726.32
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065334	6,781.62

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065336	2,767.36
SUNSET COACH WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00561682	691.52
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065341	187.12
TESSCO INCORPORATED SUNTRUST BANK	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065342	113.87

THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065343	1,267.48
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065513	2,592.82
ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00561685	2,115.71
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	6,849.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	7,787.37
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065520	680.08
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065466	3,544.93
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065521	55,511.19
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065351	0.00
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065522	26,335.58
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80065522	38,888.73
		-----
TOTAL FOR 5100 - FLEET SERVICES FUND		241,517.31
5110 - FLEET SVCS EQUIP REPL FUND		
-----		
SPECIAL ASPHALT PRODUCTS	RENTAL EQUIPMENT ACH PMT NO. - 80065452	72,728.87
		-----
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		72,728.87
5200 - PUBLIC WORKS AND UTILITIES		
-----		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80065291	3,459.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	820.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00561786	3,438.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	3,818.07
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		11,536.26

5300 - IT FUND

BRIAN LOLLIS	AIRFARE ACH PMT NO. - 80065357	536.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	2,426.00
REX FRANKLIN	AIRFARE CHECK NO. - 00561757	60.00
REX FRANKLIN	LODGING CHECK NO. - 00561757	1,295.68
REX FRANKLIN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00561757	234.38
REX FRANKLIN	PER DIEM CHECK NO. - 00561757	105.00-
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80065333	124,221.03
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	12,205.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	14,018.26
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80065468	941.29
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80065469	1,388.00
TOTAL FOR 5300 - IT FUND		157,221.37

5310 - IT CAPITAL REPLACEMENT FUND

INCAPSULATE LLC	CAPITALIZED SOFTWARE ACH PMT NO. - 80065419	149,500.00
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	149,500.00
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5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	7,800.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	180.00
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	HARDWARE MAINTENANCE ACH PMT NO. - 80065429	1,536.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	640.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	802.09
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80065349	1,024.17
TOTAL FOR 5400 - REPROGRAPHICS FUND		11,983.29

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	409.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,391.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,716.41
TOTAL FOR 5500 - PURCHASING & STORES FUND		3,516.76

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	2,193.17
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	7,562.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	9,265.43
TOTAL FOR 5600 - ACCOUNTING SERVICES		19,021.29

5700 - MY SPOKANE

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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	650.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	2,178.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	2,674.48
TOTAL FOR 5700 - MY SPOKANE		5,502.57
5750 - OFFICE OF PERFORMANCE MGMT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	375.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,505.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,557.03
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		3,437.92
5800 - RISK MANAGEMENT FUND		
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80065381	18,858.14
TOTAL FOR 5800 - RISK MANAGEMENT FUND		18,858.14
5810 - WORKERS' COMPENSATION FUND		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80065249	141.89
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	360.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,402.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	1,414.57
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		3,319.34
5820 - UNEMPLOYMENT COMPENSATION FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	11.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	35.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	42.75
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		89.96
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5830 - EMPLOYEES BENEFITS FUND		
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AMY BLACK	LOCAL MILEAGE ACH PMT NO. - 80065273	88.39
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80065489	2,970.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	245.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80065487	156,195.91
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80065372	178,265.30
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80065444	660.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80065506	713,776.92
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	937.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	891.77
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80065519	4.12
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80065519	38,447.27
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,092,482.14
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5900 - ASSET MANAGEMENT FUND OPS		
-----		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80065242	131.12
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80065243	18,077.91

AVISTA CORPORATION

UTILITY NATURAL GAS  
ACH PMT NO. - 80065243

362.71

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CONTRACT DESIGN ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065248	418.18
FELTON FIRE SERVICE LLC	OTHER IMPROVEMENTS ACH PMT NO. - 80065485	47,279.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	395.00
JOHNSON CONTROLS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80065491	6,817.14
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561786	1,863.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80065517	2,225.83
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		77,571.04
5901 - ASSET MANAGEMENT FUND CAPITAL		
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80065404	4,524.48
DW EXCAVATING INC	OTHER IMPROVEMENTS ACH PMT NO. - 80065482	6,999.99
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		11,524.47
5902 - PROPERTY ACQUISITION POLICE		
LENCO INDUSTRIES DBA LENCO ARMORED VEHICLES	VEHICLES ACH PMT NO. - 80065494	283,613.00
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		283,613.00
6100 - RETIREMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561775	260.00
PHILLIP TENCICK	LODGING ACH PMT NO. - 80065358	962.72
PHILLIP TENCICK	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80065358	86.68

PHILLIP TENCICK	PER DIEM	
	ACH PMT NO. - 80065358	749.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561786	806.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80065517	989.76

TOTAL FOR 6100 - RETIREMENT	3,854.26
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6200 - FIREFIGHTERS' PENSION FUND

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80065372	13,248.49

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	13,248.49
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6300 - POLICE PENSION

CRISTA SENIOR COMMUNITY	SERVICE REIMBURSEMENT	
ASSISTED LIVING	CHECK NO. - 00561642	866.00

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80065372	6,530.20

TOTAL FOR 6300 - POLICE PENSION	7,396.20
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6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE	AFLAC	
ASSURANCE CO OF COLUMBUS	ACH PMT NO. - 80065471	24,114.88

CALIFORNIA STATE DISBURSEMENT	CA STATE DISBURSEMENT UNIT	
UNIT	CHECK NO. - 00561769	810.50

CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00561768	280.50

DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00561770	1,044.87

DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80065480	120.00

EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80065483	22.50

EMPLOYMENT SECURITY DEPT	EMPLOYMENT SECURITY DEPT	
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BENEFIT PAYMENT CONTROL	CHECK NO. - 00561772	150.00
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00561773	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00561774	818.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00561775	250,160.96

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00561775	9,266.36
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00561776	58,543.85
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00561777	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00561779	84,035.76
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00561790	948.66
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80065495	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80065496	2,511.52
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00561780	158.15
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00561781	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00561782	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80065488	606.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00561783	473.55
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80065498	6,059.21
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80065498	16,102.13
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80065473	55,645.00

SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80065473	2,699.58
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80065474	2,456.70
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80065502	855.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80065503	3,289.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80065507	671.37

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80065505	24,861.15
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80065504	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80065510	410.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80065512	248.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80065509	13,192.24
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80065509	255.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80065509	2,861.80
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00561771	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00561785	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80065516	854.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00561786	272,242.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00561786	669,479.64
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00561786	102,615.87
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80065517	373,932.67

US DEPARTMENT OF EDUCATION AWG	US DEPT. OF EDUCATION AWG CHECK NO. - 00561787	496.24
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00561788	600.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80065518	28,472.82
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00561789	17,054.55
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00561791	481,799.84
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00561792	975.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00561793	310.97
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,513,760.76
TOTAL CLAIMS		8,008,506.80

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 25

APPROVAL FUND SUMMARY

DATE: 06/24/19  
TIME: 07:53  
PAGE: 1

FUND	FUND NAME	AMOUNT
0000	ALL DEPARTMENTS	283,613.00
0100	GENERAL FUND	629,608.24
1100	STREET FUND	290,342.51
1200	CODE ENFORCEMENT FUND	11,535.87
1300	LIBRARY FUND	32,983.14
1380	TRAFFIC CALMING MEASURES	153.04
1400	PARKS AND RECREATION FUND	54,743.92
1450	UNDER FREEWAY PARKING FUND	514.00
1460	PARKING METER REVENUE FUND	16,090.35
1510	SPOKANE REG EMERG COM SYS	767.59
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,170.71
1630	COMBINED COMMUNICATIONS CENTER	15,822.61
1640	COMMUNICATIONS BLDG M&O FUND	64,451.12
1680	CD/HS OPERATIONS	9,960.64
1910	CRIMINAL JUSTICE ASSISTANCE FD	21,106.24
1970	FIRE/EMS FUND	240,503.32
1990	TRANSPORTATION BENEFIT FUND	50,898.79
3200	ARTERIAL STREET FUND	33,374.53
3500	KENDALL YARDS TIF	130,288.86
4100	WATER DIVISION	254,150.31
4250	INTEGRATED CAPITAL MANAGEMENT	282,683.94
4300	SEWER FUND	402,655.63
4480	SOLID WASTE FUND	79,547.59
4490	SOLID WASTE DISPOSAL	638,773.80
4530	SOLID WASTE LANDFILLS	9,175.83
4600	GOLF FUND	6,625.12
4700	DEVELOPMENT SVCS CENTER	27,895.66
5100	FLEET SERVICES FUND	241,517.31
5110	FLEET SVCS EQUIP REPL FUND	72,728.87
5200	PUBLIC WORKS AND UTILITIES	11,536.26
5300	IT FUND	157,221.37
5310	IT CAPITAL REPLACEMENT FUND	149,500.00
5400	REPROGRAPHICS FUND	11,983.29
5500	PURCHASING & STORES FUND	3,516.76
5600	ACCOUNTING SERVICES	19,021.29
5700	MY SPOKANE	5,502.57
5750	OFFICE OF PERFORMANCE MGMT	3,437.92
5800	RISK MANAGEMENT FUND	18,858.14
5810	WORKERS' COMPENSATION FUND	3,319.34
5820	UNEMPLOYMENT COMPENSATION FUND	89.96
5830	EMPLOYEES BENEFITS FUND	1,092,482.14
5900	ASSET MANAGEMENT FUND OPS	77,571.04
5901	ASSET MANAGEMENT FUND CAPITAL	11,524.47
6060	EMPLOYEES' RETIREMENT FUND	3,854.26
6070	FIREFIGHTERS' PENSION FUND	13,248.49
6080	POLICE PENSION FUND	7,396.20
6960	SALARY CLEARING FUND NEW	2,513,760.76
TOTAL:		8,008,506.80

## MINUTES OF SPOKANE CITY COUNCIL

Monday, June 17, 2019

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

#### Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

#### Advance Agenda Review

The City Council received an overview from staff on the June 24, 2019, Advance Agenda items.

#### Action to Approve June 24, 2019, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the June 24, 2019, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, June 24, 2019; **carried unanimously**.

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council reviewed changes to the June 17, 2019, Current Agenda items.

#### Setting Hearings on Proposed Initiatives No. 2019-1 and 2019-2 (LGL 2019-0014 and LGL 2019-0015)

City Clerk Terri Pfister reported on the filing of proposed initiative petition signatures filed on behalf of Michael Cathcart, Better Spokane, for Proposed Initiative No. 2019-1 and Initiative No. 2019-2. Subsequently, the following actions were taken:

**Motion** by Council Member Fagan, seconded by Council Member Burke, **to suspend** the Council Rules; **carried unanimously**.

**Motion** by Council Member Beggs, seconded by Council Member Fagan, **to add** LGL 2019-0014 (setting Hearing for June 24, 2019, on proposed Initiative No. 2019-1 regarding Charter amendment regarding open government and transparency in City government) and LGL 2019-0015 (setting Hearing for June 24, 2019, on proposed Initiative No. 2019-2 regarding Charter amendment prohibiting a City of Spokane income tax); **carried unanimously.**

Memorandum of Understanding with Spokane Hoopfest Association (OPR 2019-0423)

Council Member Burke requested that Consent Agenda Item No. 2—Memorandum of Understanding with Spokane Hoopfest Association for special event cost recovery associated with the Hoopfest tournament for the 2019-2021 years—be moved to the 6:00 p.m. Legislative Session.

Final Reading Ordinance C35779

**Motion** by Council Member Stratton, seconded by Council Member Fagan, **to defer** Final Reading Ordinance C35779—updating parking time limits and regulations—for one week (to June 24, 2019); **carried unanimously.**

## **CONSENT AGENDA**

**Upon motion by Council Member Fagan, and seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following (Consent Agenda Items 1.a. and 3 thru 7):**

Low Bid of Shamrock Paving (Spokane, WA) for 2019 Residential Grind & Overlay—\$1,395,309.60 (plus tax). An administrative reserve of \$139,530.96 (plus tax), which is 10% of the contract, will be set aside. Total Contract Amount: \$1,534,840.56 (plus tax). (OPR 2019-0421 / ENG 2019044)

Contract with Intellectyx (Denver, CO) for professional services for implementation, integration, training, conversion, project management and related services for Master Data Management from June 15, 2019, through June 14, 2020—\$303,936 (inc. tax). (OPR 2019-0424 / RFP 4504-18)

First Amendment with Spokane Transit Authority to increase amount of the Spokane Youth Card Agreement due to the need to increase the number of cards that will be given to youth for the Summer Youth Card Program—\$24,000. (OPR 2019-0362)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through June 7, 2019, total \$5,750,213.16 (Check Nos. 561145-561412; ACH Payment Nos. 64639-64944), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,488,467.25 (CPR 2019-0002)

Setting Hearings before City Council for Monday, June 24, 2019, on proposed initiatives with petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, on:

- a. Proposed Initiative No. 2019-1 regarding Charter amendment regarding open government and transparency in City Government. (LGL 2019-0014)
- b. Proposed Initiative No. 2019-2 regarding Charter amendment prohibiting a City of Spokane income tax. (LGL 2019-0015)

### **Council Recess/Executive Session**

The City Council adjourned at 3:58 p.m. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

### **Roll Call**

Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and City Council Policy Advisor Brian McClatchey were also present on the dais.

### **POETRY AT THE PODIUM**

Mika Moloney presented a new poem that she just wrote earlier today.

There were no **Mayoral Proclamations**.

There was no **Administrative Report**.

There were no **Board and Commission Appointments**.

There were no **Council Committee Reports**.

## **OPEN FORUM**

**John Lemus** commented on illegal ADA barriers within the City of Spokane created by Lime and remarked on scooters blocking the curb cut and bicycles protruding into sidewalk.

**George Orr** remarked on street parking and expressed frustration with the City's street parking ordinance.

**Laura Renz** remarked on Lime scooters and thinks they are fantastic but they are on the sidewalks. She stated she is hoping the City Council can do something somehow for enforcement (to keep the Lime scooters off the sidewalks.)

**Rick Bocook** commented on a friend who received a camping ticket and remarked on homelessness issues and violations of people's rights.

**Dave Bilsland** remarked on the Jensen-Byrd building and stated it is an academic solution for social challenges.

**Brandon Mast** remarked on wellness in the community and homelessness issues. He stated the biggest problem with homelessness is storage of valuables.

**David Brookbank** commented on an incident in January involving a Library patron and a guest service ambassador contracted by the Spokane Public Library that was in the news a few weeks ago and he remarked on private security.

**Michael McGuire** stated the homeless and the poor are well aware that winter is coming, and he remarked on homelessness and the need for warming shelters before winter sets in. He also commented on the dramatic increase of rent for low income people.

**Alfredo Llamedo** remarked on the Drag Queen Story Hour held this past Saturday. He stated it was a display of people in the community coming together against bigotry, against hate, and against labeling someone as something other than a human being.

**Sharon Frankovi** remarked on what she termed as the antique nonfunctioning credit-debit card readers at the Utility payment counter and shared her experience when paying her City utility bills for properties she owns.

## **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCES**

### **Special Budget Ordinance C35782**

Subsequent to an overview of Special Budget Ordinance C35782 by City Planner Kevin Freibott; public testimony, and Council discussion, the following actions were taken:

**Motion** by Council Member Stratton, seconded by Council Member Burke, **to defer** this item (Special Budget Ordinance C35782) until September until there is adequate time to engage the neighborhoods so they fully understand the process, the projects, their role in it, and the impact that this money has for their neighborhoods; **rejected 2-5 (Council Members Burke and Stratton “aye” and Council President Stuckart and Council Members Beggs, Fagan, Kinnear, and Mumm “no”).**

**Upon Unanimous 5-2 Roll Call Vote (Council Members Burke and Stratton “no”),** the City Council **passed Special Budget Ordinance C35782** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

West Quadrant TIF & Parks Fund

FROM: WQTIF Undesignated Reserves, \$500,000;

TO: WQTIF Operating Transfer to Parks, same amount.

and

FROM: Operating Transfer from WQTIF, \$500,000;

TO: Parks & Rec Fund Other Improvements, same amount.

(This action budgets for the north pedestrian bridge in Riverfront Park.)

### **Special Budget Ordinance C35783**

Subsequent to an overview of Special Budget Ordinance C35783 by City Planner Kevin Freibott, Council inquiry and commentary; and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **passed Special Budget Ordinance C35783** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane

government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

West Quadrant TIF Fund

FROM: Operating Transfer from WQTIF, \$77,000;

TO: Other Improvements, same amount.

(This action budgets for improvement to Dutch Jake's Park in the West Central Neighborhood.)

### **Special Budget Ordinance C35784**

Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35784** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Communications Fund

FROM: Reserve for Total Cost Compensation, \$51,252;

TO: Various Accounts, same amount.

(This action creates a new Media Manager position in Communications.)

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

### **Resolution 2019-0040**

Subsequent to public testimony from one individual, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0040** approving the 2019 Action Plan Component of the 2015-2020 Consolidated Plan for CDBG, HOME and ESG federal grant programs and approval to enter into an agreement with HUD and awarded organizations.

#### **Resolution 2019-0041**

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0041** declaring Hotsy of Spokane (Spokane, WA) a sole source provider for the maintenance, service and product supplier for the Hotsy pressure washing machines utilized by the Fleet Services Department, for a five year period—estimated amount of \$70,000 yearly (incl. tax).

#### **Resolution 2019-0042**

Council President Stuckart provided an overview of Resolution 2019-0042. Public testimony was received and Council commentary held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0042** requesting that the Spokane City Attorney provide to the City Council an analysis and recommendation concerning possible legal action against the manufacturers and distributors of addictive opioid medication.

#### **FINAL READING ORDINANCES**

**For Council action on Final Reading Ordinance C35779, see section of minutes under 3:30 p.m. Administrative Session.**

There were no **First Reading Ordinances**.

#### **SPECIAL CONSIDERATIONS**

##### **Memorandum of Understanding with Spokane Hoopfest Association (OPR 2019-0423)**

Council commentary was held on the Memorandum of Understanding with Spokane Hoopfest Association. Council Members remarked on the lack of a policy (regarding special events). Council Member Mumm stated that if a policy has not come forward to the City Council then the City Council needs to create the policy, and it will take some time. Council President Stuckart noted that if this matter is deferred it goes back to the old memorandum of understanding which doesn't include a charge for the trucks and

caps it at \$58,000. Council President Stuckart further stated the City needs to come to an agreement on what the policy is and there needs to be a set policy in place so expectations are clear. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Motion** by Council Member Burke, seconded by Council Member Kinnear, **to suspend (table indefinitely)** the Memorandum of Understanding with Spokane Hoopfest Association for special event cost recovery associated with the Hoopfest tournament for the 2019-2021 years and make sure that we have a set policy that we can fall back on); **carried 6-1 (Council Member Fagan “no”)**.

There were no **Hearings**.

## **SECOND OPEN FORUM**

**Jennifer Calvert** noted she is a resident of Spokane Valley but does work often in Spokane. She remarked on walking on the sidewalk east of Brown and Main Street last Tuesday when she was unexpectedly closely passed from behind without warning by two young men whizzing by her on Lime scooters and a third young man on a scooter ran into her. She remarked on enforcement of the Lime scooters on the sidewalks.

**Jon Lossing** remarked on open forum restricts and asked Council to work on fixing those as he can't talk for another month. He stated he is with Spokane Community Gardens and he is trying to highlight Spokane and different events. He noted Make Music Day is coming to Spokane. He stated he has a new trolley tour that is a New York themed tour.

**Tim Tanner** noted he lives in Spokane County and he remarked on the firing by the Spokane County Sheriff's Office of an officer for racial slurs and stated a lot of people feel like they didn't get the answers they desired from the statement made by the Sheriff.

Council President Stuckart noted the City has the Spokane Police Department that takes care of the City and the Sheriff is an elected official that is in charge of everything outside of the City and noted the City has zero jurisdiction over what the Sheriff does. He suggested Mr. Tanner talk to the County Commissioners.

**Jan Yoder** remarked on the two block stretch that she lives on in Peaceful Valley that has 11 residences, with one being a condo which does have underground parking for residents. Of the other ten houses, six houses have no onsite parking so residences have to park on the street. She referenced the proposed ordinance increasing time limits (C35779). She suggested the City come up with some pocket change to print some

stickers that residents can place on their vehicle to tell the parking enforcement folks not to give tickets.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:09 p.m.

Minutes prepared and submitted for publication in the June 26, 2019, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, June 20, 2019**

A regularly scheduled study session meeting of the Spokane City Council was held on the above date at 3:30 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Mumm was absent.

The following topics were discussed:

- Women Helping Women Presentation
- Council Office Birthday Celebration

The meeting was open to the public, but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:06 p.m.

Minutes prepared and submitted for publication in the July 3, 2019, issue of the Official Gazette:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

## MINUTES OF SPOKANE CITY COUNCIL

Monday, June 24, 2019

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

#### Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, Assistant City Attorney Mike Piccolo (substituting for City Council Policy Advisor Brian McClatchey who was absent), and City Clerk Terri Pfister were also present on the dais.

#### Advance Agenda Review

The City Council received an overview from staff on the July 1, 2019, Advance Agenda items.

#### Acceptance of Consolidated Homeless Grant Funds (OPR 2019-0563)

Matt Davis of CHHS reported on the acceptance of \$2,016,492 in Consolidated Homeless Grant funds from Spokane County and authorization to subgrant the funds out to partner agencies. Council inquiry and discussion was held, with response by Mr. Davis. Council Member Beggs stated it would be great to get a presentation at one of the City Council committee meetings about what the possibilities are going to be (with the grant funding).

#### Final Reading Ordinance C35780

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to suspend** the Council Rules; carried unanimously.

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to add** Final Reading Ordinance C35780—vacating portions of Erie Street (as part of the City's MLK Way Street project)—to the July 1, 2019, Advance Agenda; **carried unanimously**.

#### Hearing on the Vacation of the Alley between 3<sup>rd</sup> and I-90 from Cedar to Adams and Related First Reading Ordinance C35791

Upon review of the Hearing on the vacation of the alley between 3<sup>rd</sup> and I-90 from Cedar to Adams and the west 20 feet of Adams between 3<sup>rd</sup> and I-90, Council President Stuckart presented an argument to zero out the value of this vacation. He noted the City Council passed a policy earlier this year that said the State legislature allowed the City to use land and give land for no value for affordable housing. Council President Stuckart further stated the Hope House is not just a shelter but it has affordable housing above it. In order

to facilitate that, he requested a motion to zero out the value of this vacation because it will help the project get done and it will be the first time the City Council has used the land policy that the City Council passed for affordable housing.

**Motion** by Council Member Kinnear, seconded by Council Member Stratton, to so move **(to zero out** the value of this vacation); **carried unanimously.**

Council President Stuckart stated he would work with staff to get the language right for the vacation before next week.

### **Action to Approve July 1, 2019, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the July 1, 2019, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, July 1, 2019 (as modified); **carried unanimously.**

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council reviewed changes to the June 24, 2019, Current Agenda items.

#### Final Reading Ordinance C35779

Council President Stuckart noted there is a new version of C35779 (updating parking time limits and regulations). Council Member Stratton provided an overview of revisions to the ordinance. The following action was taken following Council commentary:

**Motion** by Council Member Stratton, seconded by Council Member Beggs, **to adopt** the new (revised) version of Final Reading Ordinance C35779 (for consideration during the 6:00 p.m. Legislative Session); **carried unanimously.**

#### Resolution 2019-0035 (deferred from Special Meeting held on May 23, 2019)

Council President Stuckart noted there is an updated version of Resolution 2019-0035 (terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC). He stated Council Member Beggs worked on changes to the resolution based on the fact of discussions over the last two weeks and based on layoffs.

Council Member Beggs noted that he and Council Member Kinnear have been meeting with some members of the SREC Board and getting more information and pushing them to actually get specific on what their proposals are. He stated Council has been told all

along, and the Council has passed ordinances, to the effect that it has to be the same or better service; it has to be the same or lower cost; and it has to take care of all the employees – the same or equivalent. Council Member Beggs stated he and Council Member Kinnear wanted to make a change to the resolution to indicate based on the last SREC meeting that there doesn't seem to be really a reason to lay off all of the fire dispatchers they are going to lay off because all of the Valley Fire Districts except for District 1 have not left our CCC (Combined Communications Center) and aren't planning on leaving until things get further down the road. Council Member Beggs further stated not all of the dispatchers need to be laid off, and he wanted to put that on the record. Additional Council inquiry and discussion was held. The following action was taken:

**Motion** by Council Member Beggs, seconded by Council Member Burke, **to substitute** the original resolution with the new (revised) resolution; **carried unanimously.**

### **CONSENT AGENDA**

**Upon motion by Council Member Fagan, and seconded by Council Member Burke, the City Council unanimously approved Staff Recommendations for the following items:**

Amendment to Interlocal Agreement with Spokane Conservation District for the Spokane River Gorge Restoration project for watering services during spring and summer 2019— increase of \$12,000. Total Contract Amount: \$42,000. (OPR 2017-0319.)

Contract with Thomson Reuters for Westlaw Legal Research Service for legal research licenses for the offices of City Legal, City Prosecutor, City Council, Hearing Examiner, Human Resources, and Office of Police Ombudsman from July 1, 2019, through June 30, 2024—\$259,867.84 (plus tax). (OPR 2019-0435)

Contract with Mitchell Humphrey & Co. (St. Louis, MS) for software, professional services, and annual maintenance for the purchase and implementation of Mitchell Humphrey Asset module from June 24, 2019, through June 23, 2020—\$74,403. (incl. tax). (OPR 2019-0436)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 14, 2019, total \$13,756,106.16 (Check Nos. 561414-561637; ACH Payment Nos. 64945-65238), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$13,340,040.87. (CPR 2019-0002)

- b. Report of the Mayor of pending claims and payments of previously approved obligations through June 1, 2019, total \$7,248,035.99 (Check Nos. 553321-553574.) (CPR 2019-0003)

City Council Minutes: June 10, 2019. (CPR 2019-0013)

### **Council Recess/Executive Session**

The City Council adjourned at 4:01 p.m. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

### **Poetry at the Podium**

Roin Morigeau read a poem in recognition and dedication to her grandmother.

### **Roll Call**

Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and Assistant City Attorney Mike Piccolo were also present on the dais. (Policy Advisor Brian McClatchey was absent.)

## **MAYORAL PROCLAMATIONS**

June 26, 2019

*Smoke Ready Communities Day*

The proclamation was read by Council Member Kinnear. A representative of the Spokane Regional Health District accepted the proclamation. Smoke from wildfires has become a reoccurring seasonal air quality hazard in the Western United States and British Columbia. During the last four years, wildfire smoke caused Spokane's air quality to be unhealthy to breath on 42 days. Washington has experienced over 300 fires so far in 2019. The Washington State Department of Natural Resources believes we may see a record number of wildfires in 2019. Smoke from wildfires is hazard to the health of Spokane residents, especially people with heart disease or breathing problems, pregnant women, the young, and the elderly and vulnerable populations. Annual preparations can help Spokane residents mitigate the effect of wildfire smoke on their health and daily routines. These steps include talking to health care providers about health risks, keeping indoor air cleaner, sharing existing cleaner air spaces in their homes with neighbors, and limiting outdoor activity when air quality is poor. Spokane businesses can also help

mitigate the impact of wildfire smoke by ensuring they have high quality air filters on their HVAC systems to improve indoor air quality and taking precautions to protect the health of outdoor workers. All residents of Spokane should frequently check the Spokane Regional Clean Air Agency website or <https://airnow.gov> to confirm the air quality in their area and use the activity guidelines provided by the Spokane Regional Health District to ensure their safety during periods of poor air quality. The proclamation encourages all citizens to work toward ensuring our region is smoke ready.

June 21-30, 2019

### *Hooptown USA Week in Spokane*

Council President Stuckart read the proclamation. Matt Santangelo, Hoopfest Executive Director, accepted the proclamation. Spokane is all about basketball. Gonzaga University men's basketball team has made 20 consecutive NCAA tournament appearances. The women's teams are also tournament regulars and both men's and women's March madness games are played in Spokane. Additional local college teams from Whitworth and Eastern Washington have made national runs. At the high school level in the last two years, Central Valley High School won a girls' national championship and Gonzaga Prep repeated as the 4A boys state champions. In addition, each year the WIAA State B tournament brings the tradition of small town high school hoops to Spokane. Local coaches and players from Spokane have made an impact on the game of basketball on a global scale. The courts both indoors and outdoors are full of engaged citizens coming together to foster a healthy active community. Spokane Hoopfest is the largest three on three basketball tournament in the world and a one of a kind annual community festival extravaganza in which more than 24,000 players fill the streets of Downtown Spokane on over 420 courts spanning 45 city blocks. This year more than 250,000 fans and players will gather to watch our City celebrate the 30<sup>th</sup> anniversary of Spokane Hoopfest and share their love for the only major sport invented in the United States. The proclamation encourages citizens to celebrate Spokane's unique basketball identity and enjoy Hoopfest 2019.

There was no **Administrative Report**.

## **BOARDS AND COMMISSIONS APPOINTMENTS**

### **Spokane Regional Clean Air Agency (CPR 1981-0040)**

**Upon Unanimous Roll Call Vote**, the City Council **approved** (and thereby confirmed) the appointment of Kris Becker as the City of Spokane representative on the Spokane Regional Clean Air Agency Board, effective immediately and expiring on December 31, 2021.

There were no **Council Committee Reports**.

## **OPEN FORUM**

**Karen Kearney and Kevin Oxley** remarked on the Disabled Veteran's Thrift Store which is a Washington state charity that offers free handyman services for disabled veterans in need and coordinate volunteers in the community to help disabled veterans with stuff they need to have fixed around the house.

**Barb Brock** noted that a group of citizens continues to meet for about two hours each week as Camp Hope on Monday afternoons and she remarked on homelessness issues.

**Joan Medina** finished reading Ms. Brock's remarks regarding homelessness issues. She also remarked on the Camp Hope meeting and long term goal of not being homeless. She noted there is another goal that is more immediate and urgent and serves basic human needs and that is restrooms for the homeless and stated it is a public safety hazard.

**Ken Lee** remarked on homelessness matters, the constitutional activity of panhandling, and the lack of housing units.

**George McGrath** remarked on an article in the newspaper which indicated the Lime scooter/bicycle organization is going to put out a Lime patrol and questioned who gave them the authority to have people out patrolling the streets of Spokane.

**Cherrie Barnett** stated the City is losing its foundation of the nation – the family and faith. She remarked on Planned Parenthood, the school board, sex education, and abortion. She also remarked that the DNA in a baby is not the same of the mother's DNA.

**Gabriel Elliot** remarked on transnationalism and gothic punk rock catholicity, and provided other remarks.

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

#### Special Budget Ordinance C35790

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35790** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Employees Benefits Fund  
FROM: Various Accounts, \$740,000;  
TO: Various Accounts, same amount.

(This action makes changes in the appropriations of the Employees Benefits Fund.)

There were no **Emergency Ordinances**.

### RESOLUTIONS

#### Resolution 2019-0043

Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0043** endorsing the personnel prioritization plans formulated by the Spokane Police & Fire Departments regarding the use of funds raised by the Public Safety Levy and committing a minimum of \$250,000 of Public Safety Levy funds for crime reduction programs. (Relates to First Reading Ordinance C35787)

**For Council action on Resolution 2019-0044, see section of minutes under “Hearings.”**

#### **Resolution 2019-0045**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0045** City of Spokane, Spokane County, and Spokane International Airport Joint Resolution in the matter of approving and authorizing the execution of U.S. Department of Transportation Federal Aviation Administration Airport Improvement Program Grant #3-53- 072-058-2019—Not to exceed \$753,662 (for the Aircraft Rescue and Fire Fighting Acquisition).

#### **Resolution 2019-0035 (deferred from Special Meeting held on May 23, 2019)**

The City Council considered Resolution 2019-0035. Subsequent to public testimony and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0035** (as substituted during the 3:30 p.m. Administrative Session) terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC.

#### **FINAL READING ORDINANCES**

##### **Final Reading Ordinance C35779 (deferred from June 17, 2019, City Council Meeting)**

Council Member Stratton provided an overview of Final Reading Ordinance C35779 (as revised during the 3:30 p.m. Administrative Session). Public testimony was received and Council commentary held, after which the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35779** (as revised during the 3:30 p.m. Administrative Session) updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

## **FIRST READING ORDINANCES**

**The following First Reading Ordinances were read for the first time, with further action deferred:**

- ORD C35787**      Creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code. (Relates to Resolution 2019-0043.)
- ORD C35788**      Relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.
- ORD C35789**      Regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

**For Council action on First Reading Ordinance C35785, see section of minutes under “Hearings.”**

**For Council action on First Reading Ordinance C35786, see section of minutes under “Hearings.”**

There were no **Special Considerations**.

## **HEARINGS**

### **Hearing on Proposed Initiative No. 2019-1 (LGL 2019-0014)**

The City Council held a hearing on Proposed Initiative No. 2019-1 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment regarding open government and transparency in City government. Public testimony was received and Council commentary held. Council Member Fagan presented a motion to send Initiative No. 2019-1 to the ballot. The motion died for lack of a second. Subsequent to additional Council commentary, the following action was taken:

**Motion** by Council Member Kinnear, seconded by Council Member Stratton, to send Initiative No. 2019-1 for signature verification; **carried unanimously**.

In conjunction with the hearing, Ordinance C35785—regarding open government and transparency in City government—was provided a first reading, with further action deferred.

#### **Hearing on Proposed Initiative No. 2019-2 (LGL 2019-0015)**

The City Council held a hearing on Proposed Initiative No. 2019-2 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax. Public testimony was received and Council commentary held. Council Member Fagan presented a motion to send Initiative No. 2019-2 to the ballot. The motion died for lack of a second. Subsequent to additional Council commentary, the following action was taken:

**Motion** by Council Member Stratton, seconded by Council Member Kinnear, to verify the signatures; **carried unanimously.**

In conjunction with the hearing, Ordinance C35786—prohibiting a City of Spokane income tax—was provided a first reading, with further action deferred.

#### **Hearing on Resolution 2019-0044**

The City Council held a hearing on Resolution 2019-0044 adopting the 2020-2025 Six-Year Comprehensive Street Program (Various Neighborhoods). Brandon Blankenagel of Integrated Capital Management provided an overview of the 2020-2025 Six-Year Comprehensive Street Program. Council inquiry and discussion was held, with commentary by Mr. Blankenagel. There was an opportunity for public testimony, with no individuals requesting to speak. The following actions were taken:

**Motion** by Council Member Mumm, seconded by Council Member Kinnear, **to add** in the language consistent with the pedestrian safety ordinance that the City Council passed in May (2019) (Ordinance C35768); **carried unanimously.** [Prior to action on this matter, Council President Stuckart indicated this (action) can be a placeholder and Council can work on the language (with staff).]

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0044 (as amended)** adopting the 2020-2025 Six-Year Comprehensive Street Program. (Various Neighborhoods)

### **SECOND OPEN FORUM**

**Josh Hiler** commented that since the Library is a subsection of the City, he suggested if there is any way the City could help the Library set up audio/video recording the Library

Board meetings so that people who can't be in the room who want to be there can see what happened.

**Jade Ann** remarked on ending the gay trans-panic defense in Washington State.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:52 p.m.

Minutes prepared and submitted for publication in the July 3, 2019, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

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

07/01/2019

Date Rec'd

6/17/2019

Clerk's File #

RES 2019-0046

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4700- VACATION OF ALLEY BETWEEN NAPA AND MARTIN AND SOUTH OF

Cross Ref #Project #Bid #Requisition #Agenda Wording

Resolution setting hearing before the City Council for August 12, 2019 for the vacation of the alley between Napa St. and Martin St. in Block 15 of the plat of Avondale as requested by Ibex Commercial Flooring.

Summary (Background)

A petition was submitted representing 89.54% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study Session

Urban Experience

Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

ccortright@spokanecity.org

dnorman@spokanecity.org

korlob@spokanecity.org

## R E S O L U T I O N 2019-0046

WHEREAS, on April 29, 2019, the Spokane City Council received a petition for the vacation of the alley between Napa St. and Martin St. and within Block 15 of the plat of Avondale, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the vacation of the alley between Napa St. and Martin St. and within Block 15 of the plat of Avondale, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Napa St. and Martin St. and within Block 15 of the plat of Avondale, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 12, 2019**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Approved as to form:

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

**P1902357VACA**

E North Foothills Dr

E Fairview Ave

N Napa St

N Martin St

E Fairview-Grace Aly

0 40 80 120 Feet



**Right-of-way Description:  
Vacation of the alley between Fairview  
and parcel 35092.5702 - between  
Martin & Napa**

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

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

**STREET VACATION REPORT**  
June 11, 2019

**LOCATION:** Alley between Napa and Martin – from Fairview and the old RR RW.

**PROPONENT:** ibex Commercial Flooring

**PURPOSE:** To secure the buildings and help control illegal dumping.

**HEARING:** August 5, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista has overhead electric and natural gas facilities in the portion of the alley being vacated and requests an easement be reserved for those facilities.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation as long as we can maintain an easement to allow for our existing aerial path.

**CENTURYLINK** – CenturyLink has no objection to the vacation of the alley between Fairview and parcel 35092.5702 between Martin & Napa.

**ZAYO COMMUNICATIONS** – Zayo has no comment or objection to the ROW Vacation at E Fairview, N Napa & N Martin St.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

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

**FIRE DEPARTMENT** – No concerns from Fire.

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – This alley does not appear to connect to other alleys. No concern.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** - No comments

**WASTEWATER MANAGEMENT** – Wastewater Mgmt. has no assets in the proposed vacation area, therefore we have no objection to the vacation provided onsite runoff be maintained and treated on site.

**WATER DEPARTMENT** – The Water Department has no infrastructure in this area and no concerns with the vacation request.

**BICYCLE ADVISORY BOARD** - No comments

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

1. An easement as requested by Avista Utilities and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The alley was platted during a time period where a previous version of a non-user statute was in place stating, *“Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.”* Because of this, staff is recommending that the alley is vacated at no cost to the applicants.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

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

*Edith W. Dunn*

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

07/01/2019

<u>Date Rec'd</u>	6/17/2019
<u>Clerk's File #</u>	RES 2019-0047
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF ALLEY BETWEEN CENTRAL AND COLUMBIA, MYRTLE TO		

Agenda Wording

Resolution setting hearing before the City Council for August 12, 2019 for the vacation of the alley between Central and Columbia, from Julia to Myrtle, as requested by Ronald & Renea Dehn

Summary (Background)

A petition was submitted representing 85.27% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals			Council Notifications		
<u>Dept Head</u>		WEST, JACQUE		<u>Study Session</u>	
<u>Division Director</u>		CORTRIGHT, CARLY		Urban Experience	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Other</u>	
<u>Legal</u>		RICHMAN, JAMES		Distribution List	
<u>For the Mayor</u>		ORMSBY, MICHAEL		ebrown@spokanecity.org	
Additional Approvals			edjohnson@spokanecity.org		
<u>Purchasing</u>				kbecker@spokanecity.org	
				korlob@spokanecity.org	
				dnorman@spokanecity.org	

## R E S O L U T I O N 2019-0047

WHEREAS, on April 18, 2019, the Spokane City Council received a petition for the vacation of the alley between Central Avenue and Columbia Avenue, from the east line of Julia Street to the west line of Myrtle Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Central Avenue and Columbia Avenue, from the east line of Julia Street to the west line of Myrtle Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between Central Avenue and Columbia Avenue, from the east line of Julia Street to the west line of Myrtle Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 12, 2019**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Approved as to form:

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

**P1902050VACA**

N Julia St

E Bismark Ave

N Myrtle St

E Central Ave

E Columbia Ave

E Joseph Ave

0 70 140 210 Feet



**Right-of-way Description:**  
**Vacation of the alley between Central Ave**  
**and Columbia Ave, from the east line of Julia Street**  
**to the west line of Myrtle Street.**

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
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from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

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

**STREET VACATION REPORT**  
June 11, 2019

**LOCATION:** Alley between Central Ave and Columbia Ave, from Julia St. to Myrtle St.

**PROPONENT:** Ronald & Renea Dehn

**PURPOSE:** Alley collects garbage and the property owners would like to own and maintain

**HEARING:** August 5, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista has overhead electric facilities running the entire length of the alley and requests an easement be reserved for those facilities.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a system map showing our cable in this alley. Comcast would require an easement for access to our plant in order to approve the vacation.

**CENTURYLINK** – CenturyLink no objections to the vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no issues.

**ZAYO COMMUNICATIONS** – Zayo has no comments or objections to this review concerning the vacation between N Myrtle, N Julia, E Central & E Columbia.

**NEIGHBORHOOD SERVICES** – No comments

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

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – No comments.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – No objections

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

**WATER DEPARTMENT** – The Water Department has no infrastructure in this vacation area and has no objection.

**BICYCLE ADVISORY BOARD** - No comments

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

1. An easement as requested Avista Utilities and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The alley was platted during a time period where a previous version of a non-user statute was in place stating, *“Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.”* Because of this, staff is recommending that the alley is vacated at no cost to the applicants.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

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



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

07/01/2019

<u>Date Rec'd</u>	6/13/2019
<u>Clerk's File #</u>	RES 2019-0048
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2019-0465
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - SCHNEIDER ELECTRIC SOFTWARE AND		

Agenda Wording

Sole Source Resolution declaring Schneider Electric software and hardware procurement from the only authorized dealer, Control Solutions Northwest Inc. at an estimated cost of \$172,161.00 plus applicable taxes.

Summary (Background)

RPWRF uses Control Solutions Northwest, Inc., to control all of our HVAC controls in the entire plant that are manufactured by Schneider Electric. Jacobs Engineering engineered our HVAC system, and selected CSN to build our system. It is in the city's best interest to stay with CSN to keep the cost down.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 172,161.00		# 4320.43290.94350.56409
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 07/01/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org
Additional Approvals		mhughes@spokanecity.org
<u>Purchasing</u>		tprince@spokanecity.org
		Tax & Licenses
		bmcmillan@spokanecity.org
		mcannon@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This is a sole source Resolution declaring Control Solutions Northwest sole source procurement and authorizing the purchase from the only authorized dealer due to existing equipment compatibility and warranty, Control Solutions Northwest, Inc. (Spokane, WA) at an estimated cost of \$172,161.00.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Purchase and Sole source Resolution of software and hardware upgrade
<b>Date:</b>	June 24 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	May 1 <sup>st</sup> , 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorize the purchase and installation from Control Solutions Northwest, Inc., to renovate and upgrade the current HVAC system's DDC control software and hardware for building control devices at RPWRF.
<p><b>Background/History:</b> RPWRF uses Control Solutions Northwest, Inc., to control all of our HVAC controls in the entire plant that are manufactured by Schneider Electric. Jacobs Engineering engineered our HVAC system, and selected CSN to build our system. It is in the city's best interest to stay with CSN to keep the cost down.</p> <p>This is a sole source Resolution declaring Control Solutions Northwest sole source procurement and authorizing the purchase from the only authorized dealer due to existing equipment compatibility and warranty, Control Solutions Northwest, Inc. (Spokane, WA) at an estimated cost of \$172,161.00.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><b>Impact</b> – In order to continue without interruption or significant cost to the plant, the system and equipment needs to be updated.</li> <li><b>Action</b> – RPWRF is seeking Council approval to authorize sole source procurement and authorizing the purchase and installation from Control Solutions Northwest, Inc., the only factory authorized upgrade installer.</li> <li><b>Funding</b> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

SOLE-SOURCE RESOLUTION 2019-0048

A RESOLUTION declaring Control Solutions Northwest, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a contract to supply, install and upgrade material for 7 UNC Building Control Devices at RPWRF for \$172,161.00, without public bidding.

WHEREAS, the HVAC System at RPWRF is run by Control Solutions Northwest, and all the equipment to be upgraded is proprietary to Schneider Electric which has authorized Control Solutions Northwest as a factory partner; and

WHEREAS, the existing HVAC building management software and hardware is outdated and needs updated; and

WHEREAS, Control Solutions Northwest is factory trained to provide engineering, networking, programming, graphics generation, systems installation, commission, expansion, integration, and follow-up service for the Schneider Electric I/A series, Network 8000 Series and DMS series product lines; and

WHEREAS, Control Solutions Northwest is also the contact to access proprietary Schneider Electric I/A series, Network 8000 series and DMS series product technical support, product warranty, training, and specialized programs; and

WHEREAS, if an unauthorized contractor obtains or installs Schneider Electric I/A series, Network 8000 series, DMS series products or any 3<sup>rd</sup> party interferes, Schneider Electric does not support or warrant the products, applications, and implementations; and

WHEREAS, the pricing and service provided by Control Solutions Northwest is consistent with past purchases; and

WHEREAS, if this sole source is not approved the City would have to re-engineer the HVAC system which would be a greater cost to the City;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the contract with Control Solutions Northwest a sole-source and

BE IT FURTHER RESOLVED that the City Council authorizes a contract in the amount of \$172,161.00 to supply, install and upgrade material for 7 UNC Building Control Devices at RPWRF, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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



**City of Spokane**

**PUBLIC WORKS CONTRACT**

**Title: RPWRF – HVAC SYSTEMS RENOVATION**

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

*WHEREAS, the purpose of this Contract is to **SUPPLY AND INSTALL UPGRADE MATERIAL FOR 7 UNC BUILDING CONTROL DEVICES AT RPWRF**; and*

*WHEREAS, the Contractor has been deemed a sole source provider by resolution approved by City Council.*

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

**1. TERM OF CONTRACT.**

This Contract shall begin on May 1, 2019 and ends on December 31, 2019 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”) as outlined above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

**3. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Contract is described in Contractor’s Proposal dated May 6, 2019, Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SUPPLY AND INSTALL UPGRADE MATERIAL FOR 7 UNC BUILDING CONTROL DEVICES AT RPWRF**.

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

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

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTY ONE AND NO/100 DOLLARS (\$172,161.00)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. 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. CONTRACT DOCUMENTS.**

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

#### **6. BONDS.**

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

**7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

#### **8. STATE PREVAILING WAGES.**

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

RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

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

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

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

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

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

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

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

The Contractor 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.

## **15. INSURANCE.**

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

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

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

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

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

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

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

## **16. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor

responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

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

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

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

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

## **19. TERMINATION.**

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

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

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

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

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

## **22. CONSTRUAL.**

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

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

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

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

## **24. MISCELLANEOUS PROVISIONS.**

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

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

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

**CONTROL SOLUTIONS NORTHWEST, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Contractor's Proposal dated May 5, 2019

Payment Bond

Performance Bond

Exhibit B – Certification Regarding Debarment

## EXHIBIT A

## PAYMENT BOND

We, **CONTROL SOLUTIONS NORTHWEST, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTY ONE AND NO/100 DOLLARS (\$172,161.00)**, excluding applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SUPPLY AND INSTALL UPGRADE MATERIAL FOR 7 UNC BUILDING CONTROL DEVICES AT RPWRF**. If the principal shall:

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

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

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

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

**CONTROL SOLUTIONS NORTHWEST, INC.,**  
AS PRINCIPAL

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

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

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

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

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

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

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

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

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

Approved as to form:

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

## PERFORMANCE BOND

We, **CONTROL SOLUTIONS NORTHWEST, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTY ONE AND NO/100 DOLLARS (\$172,161.00)**, excluding applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SUPPLY AND INSTALL UPGRADE MATERIAL FOR 7 UNC BUILDING CONTROL DEVICES AT RPWRF**. If the principal shall:

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

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

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

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

**CONTROL SOLUTIONS NORTHWEST, INC.,**  
AS PRINCIPAL

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

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

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

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

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

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

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

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

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

Approved as to form:

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

**ATTACHMENT B**

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. 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)



---

## Proposal

### RPWRF – HVAC systems DDC Controls retrofit & modernization

From: Michael Layman

To: Brian McMillan  
Heather Barnhart

Date: 6/11/2019

Company: City of Spokane RPWRF

Proposal Number: 19-008-1

Phone:

Fax:

Pages: 4

Due to the aging and lack of replacement parts it is recommended that the existing HVAC Building Management software and hardware be upgraded. This upgrade will include new hardware and software to upgrade the campus wide HVAC control system to the newest control product and versions available.

#### Proposal pricing breakout by building:

- EcoStructure Enterprise Server Software w/ 10 concurrent user licenses \$ Included.
- Headworks \$9,964.00
- Boiler Cogen \$18,283.00
- Blower Room \$12,620.00
- Chlorine \$9,500.00
- Digester \$15,400.00
- Gas Compressor Room \$15,500
- AWWTP Administration: \$87,900.00
- Performance and Payment Bond \$2994.00

**Total: \$172,161.00** (One hundred seventy-two thousand one hundred sixty one and 00/100)

Above prices do not include any applicable tax.

-Proposal scope on following pages-

---

TERMS: NET 30 DAYS

The standard terms and conditions of sale attached.

**Control Solutions Northwest, Inc.**

Accepted for \_\_\_\_\_

Proposed by \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN BUYER'S PURCHASE ORDER, SELLER WILL ACCEPT BUYER'S ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN SELLER AND BUYER UNDER WHICH BUYER'S ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT BUYER'S ORDER ONLY ON THE EXPRESS CONDITION THAT BUYER AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND, ON THE ATTACHMENTS, HERETO; AND BUYER'S ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE AGREEMENT TO SUCH TERMS AND CONDITIONS.



---

## **RPWRF – HVAC systems DDC Controls retrofit & modernization, pg.2**

**Proposal Scope:** CSN will provide submittals, engineering, shop drawings, ddc controls, ddc conduit, ddc wire/cable, installation labor, programming, startup, training, O&M documentation and one-year warranty of materials and installation. The scope of work is limited to:

**References:**

1. Project walk on 5/1/2019 with Brian McMillan
2. This proposal

**Project Notes:**

1. Project Location Spokane, Wa.
  2. Industrial Classification
- 

**A. Provide EcoStructure Enterprise Server Software with 10 licenses: \$Inclusive to pkg.**

Specific Exclusions to the above

- RPWRF to provide CPU hardware platform and IT connectivity for installation of provided software.
- 

**B. Proposal Scope for the following systems:**

**UNC#2 Headworks \$9,964.00**

**UNC#3 Boiler Cogen \$18,283.00**

**UNC#4 Blower Room \$12,620.00**

**UNC#5 Chorine \$9,500.00**

**UNC#6 Digester \$15,400.00**

- Provide new IP based DDC network head end controllers including installation in the existing control panels.
- Provide new updated operator graphic pages
- Provide new database point connection to all existing control points
- Provide new database conversion for all existing control sequences
- Provide new operator trend log screens

Specific Exclusions to the above

- No materials, devices, field work, modification or renovation is being provided to any HVAC system or control device under this proposal. This work is limited to replacement and programming of the networking head ends.
- 

Cont. on following page

---

## RPWRF – HVAC systems DDC Controls retrofit & modernization, pg.3

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### C. Proposal Scope Gas Compressor Room \$15,500

- Provide and Install 1 ea. new control panel with DDC controller, relays and pneumatic transducers to provide ddc integration of pneumatic HVAC control of Gas Compression Room HVAC.
- Provide connection to closest new IP based DDC network head end device
- Provide new operator graphic pages
- Provide new database point connection to all required pneumatic control points
- Provide new ddc control sequences to match exiting pneumatic control logic
- Provide new operator trend log screens

#### Specific Exclusions to the above

- No materials, devices, field work, modification or renovation is being provided to the HVAC mechanical system or pneumatic control devices operating in the “Gas Compression Room” (Div.1 Class1.) All work proposed is outside this area at the subject pneumatic control panel.

---

### D. Proposal Scope UNC#1 AWWTP: \$87,900.00

#### UNC#1 AWWTP

- Provide and install new IP based DDC network head end controller.
- Remove and replace 26ea. existing hvac system ddc controllers. Includes main hvac control panels and VAV box controllers for lab and offices.
- Remove, replace and relabel internal control panel wiring from terminal blocks to ddc controller termination points as required to match new installed controller foot print.
- Remove and Replace control panel wiring duct as required.
- Provide new and replace upto 12 original VAV room sensors.
- Provide new compatible ddc temperature sensors on HVAC mechanical systems
- Provide new operator graphic pages
- Provide new database point connection to all required pneumatic control points
- Provide new ddc control sequences to match exiting control sequences.
- Provide new operator trend log screens

#### Specific Exclusions to the above

- No new control panels are being provided under this proposal. Any and all existing systems, conduits, panels and field control devices are to be reused.
- No design or engineering is being provided to modify existing sequence of operations.
- No mechanical, hvac, refrigeration, damper, valve, actuator, fire alarm work is provided for under this proposal.
- No airflow balancing or modifications is provided for under this proposal.

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-Terms and conditions on following page-

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## CONDITIONS OF SALE

All goods, services and firmware furnished by Controls Solutions Northwest ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES, OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER, SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The term "goods" as used herein shall include firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its own option, make partial shipments and invoice for same.
3. **Payment/Credit/Security.** Payment terms for the buyers with a credit standing deemed adequately Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier. In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.
4. **Cancellation by Customer**
  - (a) Except as provided in subparagraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
  - (b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

1. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers, or other non-employees of Supplier.

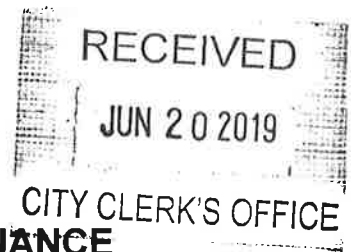
As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for CSN equipment and for building management systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time.

These express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration, or accident before replacement is made or credit issued.

2. **Force Majeure.** Supplier and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical; strikes, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of Supplier.
3. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special, or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair, or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduct (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
4. **Governing Law.** The law of the State of Washington shall govern all transactions to which these standard terms and conditions apply.
5. Prices in this quotation remain effective 45 days from date of issue.



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: June 5, 2019

TO: Eric Johnson  
Engineering Services

Clerk's File No.  
ORD C35780

FROM: Terri Pfister, City Clerk

RE: Ordinance C35780 vacating portions of Erie Street.

---

Attached is a copy of Ordinance C35780 for vacation of:

Portions of Erie Street as part of the City's MLK Way Street Project as requested by City Staff.

This ordinance was read for the first time on June 3, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

6/5/2019  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35780 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 6/17/19  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

June 3, 2019

City Clerk File No.:  
ORD C35780  
CR: RES 2019-0033

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF PORTIONS OF ERIE STREET AS PART OF THE CITY'S MLK WAY STREET PROJECT, AS REQUESTED BY CITY STAFF

During its 6:00 p.m. Legislative Session held Monday, June 3, 2019, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 5, 2018), the vacation of portions of Erie Street as part of the City's MLK Way Street Project, as requested by City Staff.

In conjunction with the hearing, Ordinance C35780—vacating portions of Erie Street—was read for the first time, with further action deferred.

Terri L. Pfister, MMC  
Spokane City Clerk

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

06/03/2019

**Date Rec'd**

5/23/2019

**Clerk's File #**

ORD C35780

**Renews #****Cross Ref #**

RES 2019-0033

**Project #**

RES 2018-0027

**Bid #**

ORD C35617

**Requisition #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ERIC JOHNSON 625-6445

**Contact E-Mail**

EDJOHNSON@SPOKANECITY.ORG

**Agenda Item Type**

Hearings

**Agenda Item Name**

4700 - ERIE - MLK STREET VACATION - HEARING

**Agenda Wording**

Vacation of portions of Erie St, as requested by City Staff.

**Summary (Background)**

At its legislative session held on April 29, 2019 the City Council set a hearing on the above vacation for June 3, 2019. Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

BECKER, KRIS

**Division Director**

CORTRIGHT, CARLY

**Finance**

HUGHES, MICHELLE

**Legal**

RICHMAN, JAMES

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other****Distribution List**

eraea@spokanecity.org

sbishop@spokanecity.org

edjohnson@spokanecity.org

ebrown@spokanecity.org

kbecker@spokanecity.org

**Additional Approvals****Purchasing**FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

6/13/2019

AND FURTHER ACTION WAS DEFERRED

  
CITY CLERK

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

## ORDINANCE NO. C35780

An ordinance vacating portions of Erie Street

WHEREAS, pursuant to Resolution 2019-0033, the City Council initiated the vacation of portions of Erie Street and more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That those portions of Erie Street described below is hereby vacated.  
Parcel number not assigned.

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 24, OF SAID PLAT; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF ERIE STREET THE FOLLOWING TWO (2) CALLS:

- 1) SOUTH 02°10'35" EAST 82.84 FEET TO THE **TRUE POINT OF BEGINNING**;
- 2) CONTINUING SOUTH 02°10'35" EAST 186.85 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 72°46'52" WEST 19.72 FEET TO A POINT ON A 281.25 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 67°56'05" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°33'43", 76.39 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 04°24'05" WEST 15.42 FEET; THENCE NORTH 36°37'56" EAST 27.69 FEET; THENCE NORTH 39°56'09" WEST 12.98 FEET TO A POINT ON A 447.00 FOOT RADIUS NONTANGENT CURVE TO THE

LEFT, CONCAVE NORTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 55°52'23" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°31'13", 89.88 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 6,193 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF THE BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG THE BOUNDARY OF SAID BINDING SITE PLAN THE FOLLOWING TWO (2) COURSES:

1) ALONG THE WEST LINE OF SAID RIGHT-OF-WAY, NORTH 02°12'22" WEST 75.00 FEET;

2) ALONG THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, NORTH 35°55'33" EAST 163.54 FEET TO A POINT ON A 101.00 FOOT RADIUS NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 59°46'40" EAST; THENCE LEAVING SAID BOUNDARY AND SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°05'53", 12.51 FEET TO A POINT OF COMPOUND CURVE OF A 637.50 FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 66°52'33" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°18'35", 159.22 FEET TO THE POINT OF TANGENT; THENCE SOUTH 08°48'52" WEST 45.04 FEET TO THE POINT OF CURVE OF A 348.50 FOOT RADIUS TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°49'08", 108.38 FEET TO A POINT ON SAID BOUNDARY AND ON SAID WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG SAID BOUNDARY AND SAID WEST RIGHT-OF-WAY LINE, NORTH 02°12'22" WEST 103.88 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,625 SQUARE FEET, MORE OR LESS.

Section 2. An easement is reserved and retained over and through the entire vacated area areas for the utility services of Avista Utilities, CenturyLink, Comcast, and the City of Spokane to protect and maintain existing and future utilities, and no building or other

structure shall be erected or placed thereon without the City's prior written approval.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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



**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

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

**STREET VACATION REPORT  
March 5, 2018**

**LOCATION:** Portions of Erie St for MLK Way Project

**PROPONENT:** City of Spokane

**PURPOSE:** To establish new roadway.

**HEARING:** April 30, 2018

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the vacation request and Avista serves the area with gas and electric distribution. Avista has existing facilities in both proposed vacation areas 1 and 2, therefore requests an easement be reserved for serving utilities in both proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request. Comcast has no objection with the vacation.

**CENTURYLINK** – CenturyLink has no facilities in the area of S Erie St. Century Link has no issues with vacations and land acquisitions.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in this MLK area.

**XO COMMUNICATIONS** - XO Comm. is fine with this proposal.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no issue with this Right-of-Way Vacation

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – It appears that one of the ROW vacation areas are over both a 69" CSO

Outfall and a 60" interceptor. It seems like the easements for the sewer would negate the usefulness of the vacation area. There may also be a 8" water main that also encroaches a bit on the same area.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – I have no issues with this street vacation

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – No issues for streets

**WASTEWATER MANAGEMENT** - WWM has multiple significant assets in both areas that are being called to vacate. Vacation area 1 has both a 69" and 60" sanitary pipe running through it. Vacation area 2 has a 36" sanitary pipe running through it. The 60" pipe in particular is very deep at around 20-25' deep.

The only way we can agree to this vacation is if the city retains an easement over the full area of the proposed vacation sites. This easement would have to specify no buildings be constructed within it and must also include complete access for both maintenance and inspection equipment. As is typical any and all storm runoff would have to be maintained and treated on site.

I would like to add that the "maintenance" of the pipelines be allowed by an easement must specifically include excavation as necessary. We (WWM) would like to review/comment on such an easement wording prior to approval.

**WATER DEPARTMENT** – No comments

**BICYCLE ADVISORY BOARD** – No comments

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

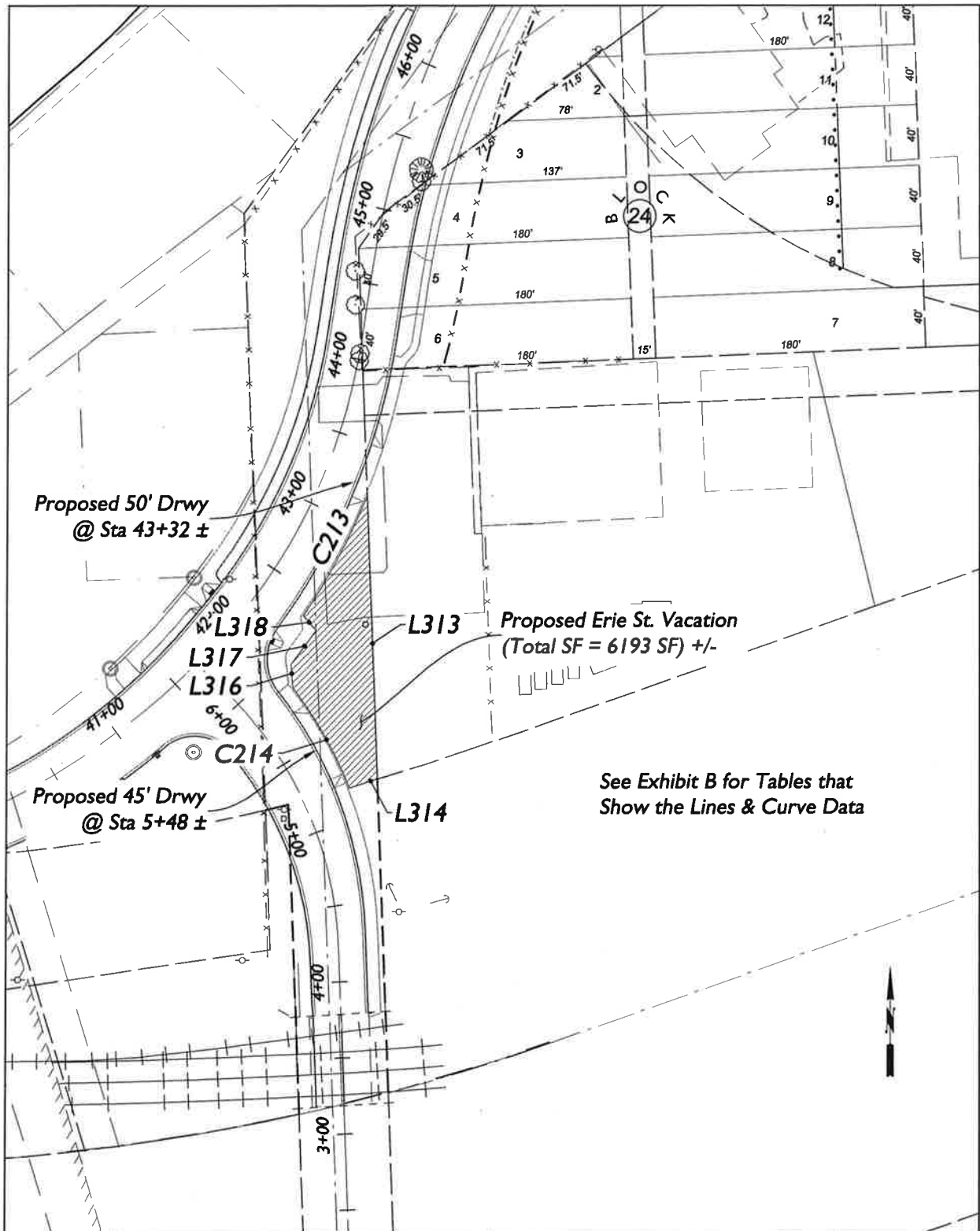
1. An easement as requested by Avista Utilities, CenturyLink, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.

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

*Edy W. Burrell*

EDJ/edj

h:\dsc\permitting\stvac\erie - mlk\report.docx



See Exhibit B for Tables that  
Show the Lines & Curve Data

**EXHIBIT A**  
**B-ONE, LLC: Erie St. Vacation**  
**SITE & ROW MAP**  
**SPOKANE COUNTY, WASHINGTON**

PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.

CITY OF SPOKANE  
ENGINEERING SERVICES  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
(509) 625-6700

Drawn By: RJS
Date: 11-07-18
Checked By: DAB
Scale: 1" = 100'
Sheet 1 of 1
Job Number
City # 2015078

<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L313</i>	<i>186.85</i>	<i>S02° 10' 35"E</i>
<i>L314</i>	<i>19.72</i>	<i>S72° 46' 52"W</i>
<i>L316</i>	<i>15.42</i>	<i>N04° 24' 05"W</i>
<i>L317</i>	<i>27.69</i>	<i>N36° 37' 56"E</i>
<i>L318</i>	<i>12.98</i>	<i>N39° 56' 09"W</i>

<i>Curve Table</i>				
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Tangent</i>
<i>C213</i>	<i>89.88</i>	<i>447.00</i>	<i>11° 31' 13"</i>	<i>45.09</i>
<i>C214</i>	<i>76.39</i>	<i>281.25</i>	<i>15° 33' 43"</i>	<i>38.43</i>

See Exhibit A for Parcel Drawing

<div>EXHIBIT B</div> <div>B-ONE, LLC: Erie St. Vacation Dimension Tables</div> <div>SPOKANE COUNTY, WASHINGTON</div>	<div>CITY OF SPOKANE ENGINEERING SERVICES</div> <div>808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6700</div>	Drawn By: RJS
		Date: 11-07-18
PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.		Checked By: DAB
		Scale: 1" = 100'
		Sheet 1 of 1
		Job Number
		City # 2015078

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

06/24/2019

Date Rec'd

6/11/2019

Clerk's File #

ORD C35787

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #Project #Bid #Requisition #Agenda Item Name

0320 PUBLIC SAFETY PERSONNEL AND CRIME REDUCTION FUND ORDINANCE

Agenda Wording

An ordinance creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.

Summary (Background)

This ordinance creates a special revenue fund known as the "public safety personnel fund" into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional police and fire personnel and funding crime reduction programs pursuant to Resolutions 2018-0103 and 2019-0043.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC - June 3rd

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mhughes@spokanecity.org

Additional ApprovalsPurchasing

## ORDINANCE NO. C 35787

An ordinance creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.

**WHEREAS**, on December 10, 2018, the Spokane City Council adopted Resolution 2018-0103 requesting that a special election be held for voters to consider a proposition by the City of Spokane ("Proposition No. 1") for a property tax levy lid lift ("Public Safety Levy") to fund police and fire personnel, as well as crime reduction programming; and

**WHEREAS**, voters in the city of Spokane approved "Proposition No. 1" in the special election of February 12, 2019;

The City of Spokane does ordain:

**Section 1.** That there is adopted a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code to read as follows:

### **Section 07.08.153 Public Safety Personnel and Crime Reduction Fund**

- A. There is created a special revenue fund known as the "public safety personnel fund" into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional police and fire personnel and funding crime reduction programs pursuant to Resolutions 2018-0103 and 2019-0043.
- B. The "Public Safety Personnel Fund" may be accumulated or expended only for the following purposes:
  - 1. Spokane Police Department personnel;
  - 2. Spokane Fire Department personnel; and
  - 3. Crime reduction programs.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

DRAFT

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

06/24/2019

<u>Date Rec'd</u>	6/10/2019
<u>Clerk's File #</u>	ORD C35788
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 6714	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 FIXED OUTDOOR ELECTRIC DEICING AND SNOW-MELTING EQUIPMENT		

Agenda Wording

An ordinance relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.

Summary (Background)

After an isolated incident in which a dog was electrocuted on a sidewalk, community members expressed concern about the safety of electric snow melting equipment within the public ROW. This ordinance will require that all electric snow melting equipment on public and private sidewalks be upgraded to include ground-fault protection. It also creates a registration program that will allow the City to maintain a database of locations of these systems and establish a monitoring program.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	4/22 PIES
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

## **ORDINANCE NO. C35788**

An ordinance relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.

**WHEREAS**, in February 2019, Zach Harper's dog, Hank, was electrocuted on a public sidewalk due to electric snow melt equipment that met code when it was installed over 40 years ago, but had not been updated with modern safety equipment that would prevent such an incident; and

**WHEREAS**, ground fault circuit interrupters (GFCIs) are designed to detect stray current and turn off power to electric snow melt systems, reducing the potential risk of electrocution for all users; and

**WHEREAS**, GFCIs have been required for all new installations of electric snowmelt equipment since 1993, but retroactive installation of the safety equipment was not previously required; and

**WHEREAS**, Council recognizes the need to make the walking environment safer for all users of public and private sidewalks that utilize electric snowmelt systems by considering enacting "Hanks Law."

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter section 17F.050.165 of the Spokane Municipal Code to read as follows:

### **Section 17F.050.165 Fixed Outdoor Electric Deicing and Snow-Melting Equipment**

- A. Ground-fault protection of equipment shall be provided in compliance with the National Electric Code for all fixed outdoor electric deicing and snow melting equipment that is embedded in driveways, sidewalks, steps, or other areas that are publically traversable. This requirement shall apply to all embedded systems and shall apply retroactively to systems that were installed under older versions of the National Electrical Code.
- B. All fixed outdoor electric deicing and snow melting systems shall be maintained by the property owner according to ANSI/IEEE 515.1-2012. Systems located within the public right of way shall be maintained by the adjacent property owner. Testing of the systems shall be conducted by the property owner and shall occur annually
- C. Property owners with a fixed outdoor electric deicing and snow melting systems located within the adjacent public right of way or on public property shall register the system with the City Engineer on a form approved by the city engineer. The registration shall include a site plan showing the location of the system. In

addition to any required permits, registration submittals for new installations shall include manufacturers cut sheets.

**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:**

06/24/2019

Date Rec'd

6/12/2019

Clerk's File #

ORD C35789

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 625-

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ORDINANCE REGULATING LOANS OF CITY EMPLOYEES AND PROPERTY

Agenda Wording

An ordinance creating regulations for the loan of City of Spokane employees and City-owned property to other government agencies.

Summary (Background)

Currently, there are no guidelines or limits on the loan of City employees or property to other government agencies, and no codified oversight of those loans. This ordinance sets reasonable guidelines and limits on the loan of City employees and City property, in the exercise of the Council's fiduciary duties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance Committee,  
6/17/2019Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## **ORDINANCE NO. C35789**

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

### **Chapter 03.13      Loaned Employees** **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

### **Section 03.13.020 Definitions**

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

### **Section 03.13.030 Authority for Loan of City Employees**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

### **Section 03.13.040 Required Terms for Loan of City Employees**

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
  - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
  - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
  - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like, the decision of the City supervisor to prevail in the event of any conflict between the two supervisors;
  - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
  - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
  - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

**Section 2.** That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

### **Chapter 12.12      Loan of City Property and Equipment**

#### **Section 12.12.010 Purpose and Intent**

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

### **Section 12.12.020 Definitions**

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

### **Section 12.12.030 Authority for Loan of City Property or Equipment**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

### **Section 12.12.040 Required Terms for Loan of City Property or Equipment**

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
  - 1. With the exception of leases of City-owned real property, no loan of City property or equipment may exceed 180 calendar days which may not be extended;
  - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
  - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
  - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
  - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
  - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property

shall be returned to the City in good and serviceable condition at the end of the loan period.

**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:**

07/01/2019

<u>Date Rec'd</u>	6/20/2019
<u>Clerk's File #</u>	ORD C35791
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2019-0038
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF ALLEY BETWEEN 3RD & I-90, FROM CEDAR TO ADAMS

## Agenda Wording

Vacation of the vacation of the alley between 3rd and I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90 as requested by Volunteers of America of Eastern Washington and Northern Idaho.

## Summary (Background)

At its legislative session held on June 3, 2019, the City Council set a hearing on the above vacation for July 1, 2019. Staff has solicited responses from all concerned parties.

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

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	WEST, JACQUE
<b><u>Division Director</u></b>	CORTRIGHT, CARLY
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	RICHMAN, JAMES
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

<b><u>Study Session</u></b>	Urban Experience 5/13/19
<b><u>Other</u></b>	
<u>Distribution List</u>	
	ebrown@spokanecity.org
	edjohnson@spokanecity.org
	kbecker@spokanecity.org
	ccortright@spokanecity.org
	dnorman@spokanecity.org
	korlob@spokanecity.org

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

## ORDINANCE NO. C35791

An ordinance vacating the alley between 3<sup>rd</sup> Avenue and I-90, from Cedar St. to Adams Street along with the west 20 feet of Adams Street from 3<sup>rd</sup> Avenue to I-90

WHEREAS, a petition for the vacation of the alley between 3<sup>rd</sup> Avenue and I-90, from Cedar St. to Adams Street along with the west 20 feet of Adams Street from 3<sup>rd</sup> Avenue to I-90 (Washington State Department of Transportation Right-of-Way) has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the alley between 3<sup>rd</sup> Avenue and I-90, from the east line of Cedar St. to the west line of Adams Street along with the west 20 feet of Adams Street from the south line of 3<sup>rd</sup> Avenue to I-90 (Washington State Department of Transportation Right-of-Way) is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Century Link, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

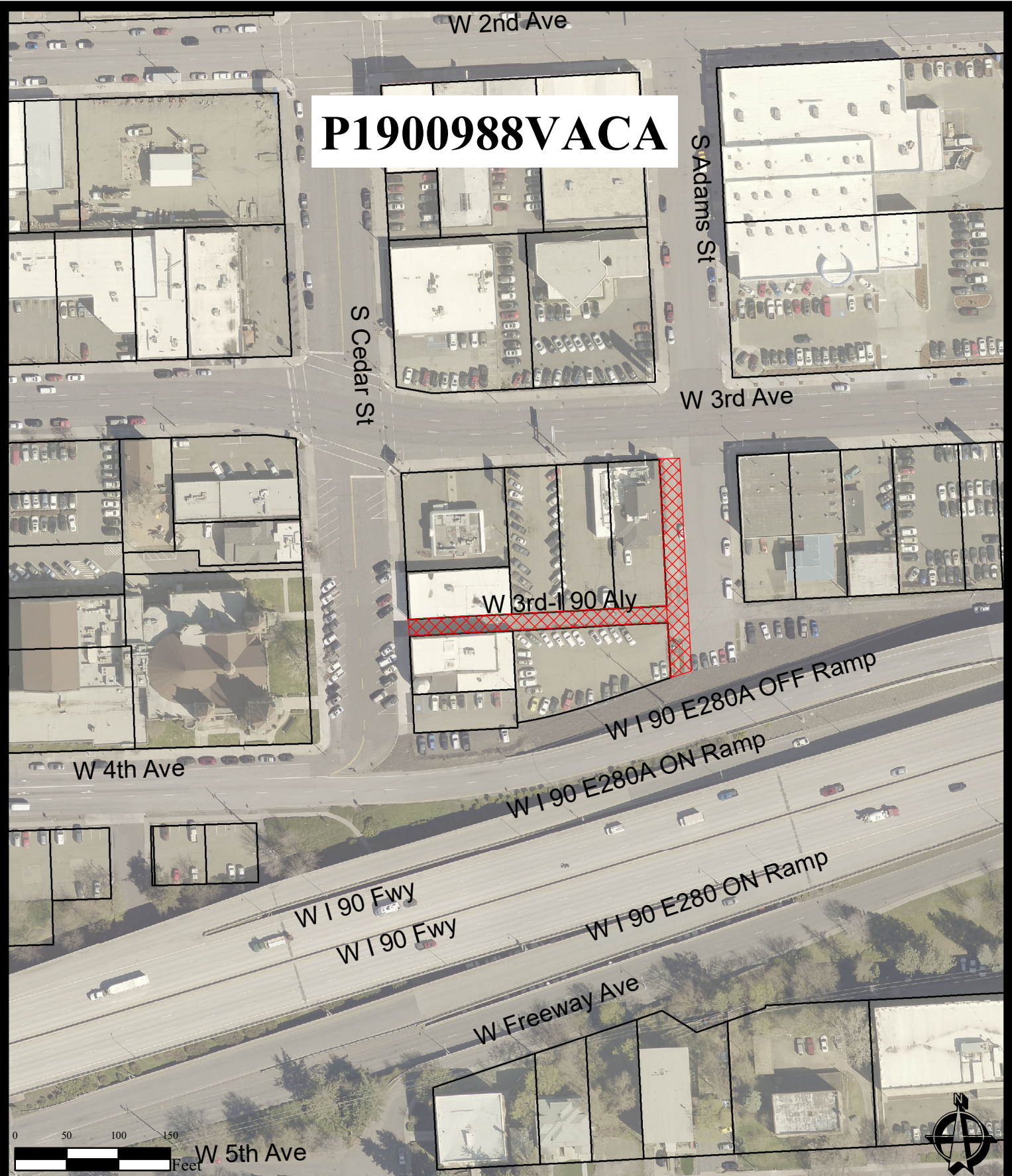
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

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

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

P1900988VACA



**Right-of-way Description:**  
The west 20 feet of Adams St. between  
3rd and the freeway along with the alley  
between 3rd and the freeway, from Cedar to Adams

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.



## South Adams west 20' + alley south of 3<sup>rd</sup> Ave. Vacation "NO COST" Justification

### **Background:**

On the corner of 3<sup>rd</sup> and Adams in downtown Spokane, Volunteers of American (VOA) and their partners are proposing a unique development meeting the needs of two separate and distinct populations. The proposed 42,000+ square foot project will provide 60 units of new, permanent, supportive housing for extremely low income, homeless men and women who are struggling with multiple special needs. The main floor of the structure will provide a 100+ bed women's shelter meeting the needs of some of our community's most vulnerable members.

Because of the two distinct populations served and the need to design the space to accommodate unique needs, the footprint of the building needs to be optimized.

### **Security/Safety:**

Neighbors around the subject property have voiced concerns about the current lack of neighborhood security and the issues of trash, graffiti, loitering, and crime. The existing alley south of Third Avenue and the area adjacent to the freeway, provide a well-traveled path, away from the more frequently traveled streets. This is a problem for the community. While not a unique situation, the developers and planners on the VOA project are seeking broad community support as they consider final design features. As a result, the neighborhood safety factors are paramount. Because the main floor hosts a shelter for vulnerable women often preyed upon by others, the security of the surrounding area is critical to the safe operation of this facility.

The neighborhood has come together with a plan to help address security concerns, which relies on site control. This is achieved by vacation of the alley, a thorough fencing plan including maintenance access gates, the provision of security staff at the VOA facility and coordination to help address these issues. All of these items come with a significant cost. VOA has taken on the role of overall security management and leadership because of the link to their mission and the needs of the shelter users.

The proposed building is designed with the neighborhood in mind and provides a proposed shelter entrance and courtyard to the rear of the building on the Interstate-90 side of the block. This design feature helps keep those most vulnerable more secure. The plan pushes foot and vehicular traffic to 3<sup>rd</sup> avenue where it can be more effectively monitored and accommodated.

### **Collaboration:**

The Larry H. Miller Group (and their real estate holding company) has stepped forward in a positive way and agreements have been reached between Miller Group and VOA that will result in land trades to make for a better project for the VOA property and help with the security

concerns. Miller is “giving up” much more land than they are getting back albeit they are getting slightly more surface parking because of the improved land configuration.

Through ongoing conversations with adjacent property owners, one item of note has continued to surface: No adjacent property owner who might be a party to the vacation of either the alley or Adams is interested in participating in purchasing vacated lands if it costs them any money. They uniformly believe the lands in question, encumbered as they are, with severely restricted uses, structure limitations, utility locations, easement requirements, etc. have no value and in some cases have more liability associated with them. They also realize that taking on the additional lands will increase their property tax bill.

We have a neighborhood of adjacent property owners who will support the requested vacations and would agree to take over ownership of their respective lands but not if it costs them money to purchase (see attached email from property owner to the West of our site). Some see the requirement to participate in fencing as a burden that takes them to their limit of participation.

**Value proposition:**

Here is a look at the value considerations for different segments of the proposed vacations.

- 1) Alley vacation area on the west end of the block with properties fronting on Cedar.
  - a. The vacated area here is between two existing structures. The distance between the two structures is approximately 16’ leaving only the alley between the two buildings.
  - b. The alley along its entire length has a 12” wastewater in the center and other utilities are present.
  - c. If the alley is vacated it will be done with a “no build” easement, prohibiting future structures or encroachments into the 16’ former alley area. Also, access must be maintained for utility maintenance.
  - d. Each property owner in this area would receive the 8’ of alley on “their” side. Because of the deed restrictions, easements, access rights, etc. this land is of little use to the property owners, but the vacation make sense as a way to deal with security issues allowing the fencing plan to move forward.
  - e. As stated previously, the property owners in this area will be required to fence and gate the western end of the alley at their expense and will take on additional responsibility to keep in clean and safe.
- 2) The alley vacation area near the center of the block bordered on the north and south by lands owned by Miller Family Real Estate.
  - a. Many of the same issues above apply to this center piece except the existence of the two existing buildings referenced in 1a.
  - b. As a part of this overall transaction the Miller group has agreed to provide additional fencing along the western edge of their ownership.

- c. The Miller Family Real Estate has agreed to an exchange of lands with VOA resulting in VOA receiving a larger ownership area and Miller a smaller ownership.
- 3) Alley vacation area south of the proposed VOA building.
  - a. Same issues as above.
  - b. This area is proposed to be used as a courtyard and queuing area for Shelter customers. This is critical to the effective operation of the facility and addresses neighborhood concerns about activity that could otherwise occur on 3<sup>rd</sup> Ave.
  - c. As a part of the overall solutions VOA is proposing to expand the easement staging area for City access to the wastewater line. This additional area would be approximately 776 square feet and would expand the width of the wastewater easement area from the current 16' to 24' giving the City better access to its facilities.
- 4) The western 20' of S. Adams adjacent to the VOA ownership
  - a. This area is encumbered by a storm sewer which will need to be accommodated via VOA's development plan at VOA cost.
  - b. This land is not encumbered by the sort of other utilities that encumber the alley and hence it can be built upon with proper accommodations.
  - c. Arguably, this easement area has some value but the proposed transfer to a non-profit whose mission is meeting important needs for the most disadvantaged in our society.
  - d. The expanded building footprint accommodated by the 20' of S. Adams vacation allows the development to accomplish its purpose of serving the two distinct needs of a women's shelter and permanent, supportive housing for the chronically homeless.
  - e. The economics of the larger building allow more of those in need to be served AND allow the operator to cover the cost of on-site security.
  - f. As a part of the overall neighborhood plan, VOA is taking on the lead in security AND fence and gate maintenance to assure the security measure remain successful well into the future.
- 5) A separate vacation request will be made for the alley extending east from Adams to Jefferson.
  - a. The land restrictions noted under 1 above apply here as well.
  - b. This area is also critical to the fencing and security plan.

In summary, we are requesting that the City vacate the requested portions of city right-of-way at no cost to the applicants because the neighborhood worked together to help create a better project that meets an important community need and that the project will be hindered without the no-cost vacations. Charging for any of these vacated lands, will push the burden directly on VOA and thereby impact an important non-profit service provider. We hope City Council will treat the second vacation request in a similar manner because it is tied to these same issues.

Thank you for your time, your consideration and your service to our community. By working together, we can solve many of our communities most pressing issues.

## Letter from Property Owners on West end of Block

Carlos Herrera <carlos@sdsrealty.com>

Wed 3/27/2019 4:39 PM

You

John,

We are willing to accept ownership of the southern 8' of the alley adjacent to our property provided there is **no cost** to accepting said ownership. The property has very little value to me as a property owner and it has been a liability. The city does not clean or patrol the alley. We constantly must clean it and remove needles and garbage. Our building is constantly vandalized from the alley as it is easy for people to hide.

I have spoken with the owners of the building on the north side of the alley (311 S Cedar) and they agree that the only way we will accept responsibility and ownership for the alley is if there is no purchase price cost.

Thanks for your consideration,

Carlos Herrera  
General Manager  
Brokerage & Property Management  
SDS Realty Inc.  
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**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

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**STREET VACATION REPORT  
5/3/19**

**LOCATION:** The west 20' of Adams between 3<sup>rd</sup> and I-90 along with the alley between 3<sup>rd</sup> and I-90, between Cedar and Adams.

**PROPONENT:** Volunteers of America Eastern Washington and Northern Idaho

**PURPOSE:** Low income housing and women's homeless shelter

**HEARING:** July 1, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista has both gas and electric distribution facilities in or crossing the requested vacated areas and will reserve an easement over the entire requested vacated area.

Additionally, I have previously communicated the following to John Pilcher, a co-developer, based on the proposed site plan dated 11.29.18. Plan dated 3.19.19 has some slight design changes, conditions below are still applicable.

Avista is agreeable to the fencing and locked gated access as designed in the contextual proposed site plan dated 11.29.18. Plan dated 3.19.19 has some slight design changes, conditions below are still applicable.

- Gates must be a minimum of 12' wide in order for adequate equipment (think line trucks) access to distribution, transmission and gas facilities that lie within the forthcoming easement area.
- Gates must have a double lock, one being an Avista lock and area must be accessible at all times. Avista will provide the Avista locks, and has an attachment that allows a two lock tandem.
- Accessing our transmission line that lies in WSDOT ORW of I-90 is critical through the area you wish to fence and gate.

As previously mentioned, I will submit my formal comments to the City of Spokane based on the final submitted site plan for the Hope House that is routed to Avista, in addition to any vacation requests as presented by the same.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our plant in the alley between 3<sup>rd</sup> and the Freeway from Cedar to Adams. We can't approve this vacation because we need access to our plant. If the alley was vacated, we would like to retain the easement.

**CENTURYLINK** – CenturyLink has cable facilities in the W 3<sup>rd</sup>-I-90 Alley and we would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed. We have no issues with Adams St.

**INLAND POWER & LIGHT** – Inland Power & Light Co. has no facilities in the proposed vacation areas.

**INTEGRATED CAPITAL PROGRAMS** – There is a sewer line in the alley and a storm line that may be within the vacation area. These will need easement that can be accessed.

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – No additional comments. I've discussed this vacation with Andy and the 9 foot setback from the new curb line will work for us.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – We have reviewed the street vacation proposal P1900988VACAm the west 20 feet of Adams St. between 3<sup>rd</sup> and the freeway along with the alley between 3<sup>rd</sup> and freeway, from Cedar to Adams and the Street Department has no objections to the proposed vacations.

**WASTEWATER MANAGEMENT** - This is modified from a previous vacation request we received that incorporated all of Adams from 3<sup>rd</sup> to 4<sup>th</sup> and the entire alley from Cedar to Jefferson. We received the previous request on Nov 6<sup>th</sup>, 2018 and response was sent on Nov 8<sup>th</sup>, 2018.

Almost all of our concerns from the previous request still apply. **We still recommend denying the vacation request.**

The south end of Adams is very close to both a state (WSDOT) owned storm line as well as a city storm line. The city line takes

drainage from Lincoln and Monroe south as far as 17<sup>th</sup> and is an overflow for the pond at Monroe and 4<sup>th</sup>. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

Additionally, the storm drains and main in Adams would be affected by this vacation and modifications would need to be made at the expense of the property owner vacating the property. This typically involves eliminating the storm structures in the vacated area and requiring the property owner to maintain and treat on site runoff on site. In this case, since only the west half of Adams is being proposed for vacation, the west inlet and the entire storm main would have to be relocated. The new main should be located at the city standard location of 6' off center of the modified right of way. A new inlet on the west side to handle right of way drainage would need to be installed and connected to the new main and the east storm inlet would need to be reconnected to the new main as well to continue handling drainage on the east half of Adams. On site runoff for the vacation area would still have to be treated and maintained on site by the property owner.

As for the alley, the sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 311 S. Cedar, 319 S. Cedar and 1217 W. 3<sup>rd</sup>). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

Ideally the 4 story building being proposed north of the alley would not be built as close to the alley as indicated to maintain a distance from the sewer main. Should the vacation and construction go ahead, we would require at a minimum that the foundation of the building extend to a depth at least equal to that of the adjacent sewer line. Based on the information I have, that means a minimum of 13' deep but could be more. This depth should be verified and taken into account for the building design. In the event we ever have to dig the main up for repair, that would insure we weren't undermining the building in the process.

We would also require any construction around that main to include replacement of the entire main to minimize (but not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Cedar to Adams which means no

construction or structures in the alley and no fences or gates blocking access to the easement. The easement would need to extend to the typical 30', centered on sanitary main, in the portion of Adams that is proposed to be vacated.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

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

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. An easement as requested by CenturyLink, Avista, Comcast, and the City of Spokane shall be retained across the alley and the extension of the alley through the west 20 feet of Adams St.
3. The existing storm facilities in the west side of Adams St. would need to be addressed. This would mean that the west inlet and the entire storm main would have to be relocated. The new main should be located at the city standard location of 6' off center of the modified right of way. A new inlet on the west side to handle right of way drainage would need to be installed and connected to the new main and the east storm inlet would need to be reconnected to the new main as well to continue handling drainage on the east half of Adams. On site runoff for the vacation area would still have to be treated and maintained on site by the property owner.
4. Plans for the termination and closure of the alley must be submitted and approved and the closure work must be completed or bonded for.
5. Plans indicating how adequate access for solid waste collection must be submitted and approved by the City of Spokane.
6. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$121,141.66 and is to be deposited to Budget Account #3200

49199 99999 39510. The applicant has requested that City Council grant the vacation at no cost.

7. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 2020.

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

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