

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **May 24, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at **<https://my.spokanecity.org/citycable5/live>**, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **187 628 0418** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 2:30 p.m. on Monday, May 24, 2021, and will close at 3:30 p.m.** At 3:30 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Briefing Session. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 2:30 p.m. on Monday, May 24, and will close at 3:30 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MAY 24, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for May 24, 2021:

User Name: **COS Guest**

Password: **RX3K2eUp**

**Please note the space in user name.
Both user name and password are case sensitive.**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS**RECOMMENDATION**

The following item (OPR 2021-0269) has been deferred to the June 7, 2021, Agenda, however, an updated briefing on this item will be provided on May 24, 2021:

- | | | |
|--|---------|---------------------------------|
| 1. Thirty-six-month Leases with Enterprise Fleet Management (Spokane) for five Hyundai Kona Electric Vehicles using Sourcewell Contract #060618-EFM—\$611.38 per vehicle per month. Total Lease Amount: \$110,048.40. (Deferred from May 10, 2021, Agenda) (Council Sponsor: Council Member Stratton) | Approve | OPR 2021-0269 |
| 2. One-year Contract Extension with Superior, LLC (Lake Mary, FL) for continued joint administration of the False Alarm Program from July 1, 2021, through June 30, 2022—\$330,000 per year revenue. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2011-0535 |
| 3. Contract with Glacier Construction Services (Mukilteo, WA) for landfill repairs and improvements from June 1, 2021, through December 31, 2021—\$1,759,005 (excl. tax) plus an administrative reserve of 10% of the contract price. (Council Sponsor: Council President Beggs) | Approve | OPR 2021-0332
PW ITB 5412-21 |

- | | | |
|---|------------------------------------|------------------------------|
| <p>4. Low Bid of Shamrock Paving Inc. (Spokane) for 2021 Arterial Chip Seal—\$1,525,525. An administrative reserve of \$152,552.50, which is 10% of the contract price, will be set aside. (Council Sponsors: Council President Beggs and Council Member Cathcart)</p> | Approve | OPR 2021-0334
ENG 2021086 |
| <p>5. Multiple Family Housing Property Tax Exemption Agreements with:</p> | Approve
All | |
| <p>a. Rad Space, LLC (Casper, WY) for nine new multi-family units in an existing commercial building at 131 S. Sherman Street, Parcel Number 35202.1606. (Council Sponsor: Council Member Kinnear)</p> | | OPR 2021-0335 |
| <p>b. Liberty Project, LLC (Spokane) for twenty-four new multi-family units at 3001 E. Liberty Avenue, Parcel Numbers 35033.1304 and 35033.1305. (Council Sponsor: Council Member Kinnear)</p> | | OPR 2021-0336 |
| <p>c. Evan Verduin (Spokane) for four new multi-family units at 1860 N. Hamilton Street, Parcel Number 352084.2928. (Council Sponsor: Council Member Kinnear)</p> | | OPR 2021-0337 |
| <p>d. 509 Capital Properties, LLC (Spokane) for four new buildings of between four and six units each for a total of twenty-one multi-family units at 515 S. Conklin Street, Parcel Number 35201.5442. (Council Sponsor: Council Member Kinnear)</p> | | OPR 2021-0338 |
| <p>e. 509 Capital Properties, LLC (Spokane) for three new buildings of between four and five units each, for a total of fourteen multi-family units at 514 S. Conklin, Parcel Number 35201.5441. (Council Sponsor: Council Member Kinnear)</p> | | OPR 2021-0039 |
| <p>6. Report of the Mayor of pending:</p> | Approve &
Authorize
Payments | |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 14, 2021, total \$8,445,411.04, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,745,288.67.</p> | | CPR 2021-0002 |

- b. Payroll claims of previously approved obligations through May 15, 2021: \$7,654,411.69. CPR 2021-0003

7. City Council Meeting Minutes: April 10 and April 20, 2021. Approve All CPR 2021-0013

Request motion for suspension of Council Rules to add the following item (OPR 2018-0628) to the Agenda:

8. Third Amendment to Lease Agreement with Ulupalakua Ranch, Inc. (Richland, WA) for the Spokane EnVision Demonstration Site at 130 S. Arthur Street from June 1, 2021, through August 31, 2021—\$48,960. (Relates to Special Budget Ordinance C36052) Approve OPR 2018-0628

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

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

~~{Council Reconvenes in Council Chamber}~~

NOTE: The regularly scheduled May 24, 2021, 6:00 p.m. Legislative Session of City Council is canceled. Council will consider all Legislative items during its regularly scheduled 3:30 p.m. Briefing / Administrative Session.

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36052 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$43,750;

TO: Operating Transfer Out, same amount;

and

Asset Management Fund

FROM: General Fund, \$43,750,

Contributions / Donations, \$33,750;

TO: Operating Rentals / Leases, \$77,500.

(This action provides budget authority for Envision Center lease costs through the end of the year.) (Relates to Consent Agenda Item No. 8) (Council Sponsor: Council President Beggs)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C36039 Granting a non-exclusive franchise to use the public right-of-way to EverGem LLC to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided. (Council Sponsors: Council President Beggs and Council Member Cathcart)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At this meeting after the conclusion of the Briefing Session, the Council shall hold an open public comment period until 7:00 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 2:30 p.m. on Monday, May 24, 2021, and will close at 3:30 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The May 24, 2021, Regular Legislative Session of the City Council will be held and is adjourned to June 7, 2021.

NOTE: There is no meeting scheduled for May 31, 2021, as this day is designated Memorial Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, June 1, 2021.

NOTES

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

05/24/2021

Date Rec'd

4/15/2021

Clerk's File #

OPR 2021-0269

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19834

Agenda Item Name

5100-LEASE OF 5 KONAS

Agenda Wording

The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract#060618-EFM. Monthly lease amount is \$611.38 for each vehicle, for 36 months.

Summary (Background)

The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols. We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department. Funding for this is included in the Parking Meter Department budget.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 110,048.40

5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

4/12/21

Division Director

WALLACE, TONYA

Council Sponsor

Karen Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**ACCOUNTING -
LEASE**

BAIRD, CHRISTI

Briefing Paper

Urban Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Lease of 5 Hyundai Kona EVs
Date:	April 12, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Experience Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:
 The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$611.38 for each vehicle. The lease is 36 months, for a total of \$110,048.40 for all five vehicles. The residual value of each vehicle at the end of the 36 months is \$16,046.28.

Executive Summary:

Impact

- The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

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:

Known challenges/barriers:

Memo

To: Spokane City Council Members

From: David Paine, Acting Fleet Director
Nathan Groh, Fleet Project Employee

Cc: Tonya Wallace, CFO
Kris Becker, Director of Development Services

Date: March 24, 2021

Re: Acquisition of Vehicles for Parking Enforcement

Request: Staff requests approval to lease five (5) 2021 new vehicles from Enterprise Fleet Management for a 3-year term, costing \$34,085 through \$37,980 annually, depending on make and model.

Background: The City's Parking Enforcement Department originally purchased the Go-4 vehicles from 2003 through 2011, at an average price of about \$24,000 each. Additionally, Parking Enforcement uses a 1997 Ford Escort for services. Parking staff recommends retiring the Go-4's and Ford Escort.

Staff considered two replacement options, as shown in the following tables:

Total Annualized Cost of Parking Enforcement Vehicles *

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquistion/Lease	\$6,195	\$7,336
Fuel/Electricity	\$626	\$234
Maintenance	\$500	\$300
Total Annualized Cost	\$7,321	\$7,870
Costs per Mile**	\$0.81	\$0.87

* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

* Assumes 9,000 miles per year.

* Does not include cost of fueling infrastructure for the EV.

Total Annualized Cost of Parking Enforcement Vehicles *

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$487	\$182
Maintenance	\$400	\$200
Total Annualized Cost	\$7,082	\$7,718
Costs per Mile**	\$1.01	\$1.10

* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled.
 Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.
 * Assumes 7,000 miles per year.
 * Does not include cost of fueling infrastructure for the EV.

The four Go-4s total annualized cost is shown below. They were used ~3,150 miles per year.

Yr/Make/Model	Westward Industries Go-4
Vehicle Description	3-Wheeled Vehicle
Acquisition/Lease	\$4,800
Fuel/Electricity	\$199
Maintenance	\$1,844
Total Annualized Cost	\$6,843
Costs per Mile**	\$2.17

The replacement option with the lowest annual cost is the 2021 Toyota RAV4 Hybrid. The replacement vehicle with the highest annual cost is the 2021 Hyundai Kona Electric. The annual cost difference between the two is either \$636 (at 7,000 miles per year) or \$549 (at 9,000 miles per year) per vehicle per year, or \$3,180 (at 7,000 miles per year) and \$2,745 (at 9,000 miles per year) for five vehicles. The reason the electric vehicle is more costly, from a total annual cost perspective, is because of the annual miles of ~7,000 – 9,000 miles per vehicle in which fuel cost for the hybrid is less than the higher acquisition cost of the electric vehicle at this time.

From a purely financial perspective, staff recommends leasing the 2021 Toyota RAV4 Hybrids, as they are the lowest cost and do not require additional charging infrastructure at the Parking Enforcement facility. The lease is limited to three (3) years but is flexible enough that it can be reconsidered annually. This would provide time for infrastructure to be installed and possibly for prices to be more favorable for electric vehicles.

However, the cost differential is not material and would offer the City an opportunity to “pilot” the electric vehicles for one-year before acquiring more EVs to replace the City’s fleet of passenger vehicles. The one-year pilot would help inform the City, from an operational perspective, on how best to proceed with the transformation of the fleet.

The new vehicles will be equipped with new License Plate Recognition equipment as part of the upgraded parking system software. If the City opted to lease and pilot the 2021 Hyundai Kona Electric vehicles, charging stations will be required at the Parking Enforcement facility located at 221 W. 1st Ave, Spokane, WA. Security fencing is highly recommended to ensure the City’s assets are properly protected from vandalism, theft, and tampering. Staff is actively working to draft a capital project plan for the security fencing and charging stations. In the interim, the vehicles will be charged at the Nelson Center after hours.

Recommendation: Staff recommends the approval of the lease agreement with Enterprise Fleet Management for the acquisition of five (5) Hyundai Kona EVs to replace the five older gasoline vehicles currently utilized by Parking Enforcement and to utilize the vehicles as part of a one-year operational pilot.

Prepared For: CITY OF SPOKANE
Conley, Jason

Date 03/15/2021
AE/AM J6H/CRB

Unit #

Year 2021 **Make** Hyundai **Model** Kona EV

Series SEL 4dr Front-wheel Drive

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

\$ 33,017.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 150.00 *	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 423.20 *	Tax on Incentive (Taxable Incentive Total : \$4,600.00)

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

Order Information

Driver Name
Exterior Color
Interior Color (0 I) Black w/Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

\$ 33,017.00	Total Capitalized Amount (Delivered Price)
\$ 445.73	Depreciation Reserve @ <u>1.3500%</u>
\$ 114.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 559.87	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

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

OverMileage Charge \$ 0.0350 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 51.51 Sales Tax 9.2000%

State WA

\$ 611.38 Total Monthly Rental Including Additional Services

\$ 16,970.72 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

LESSEE CITY OF SPOKANE

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Other Totals

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

VEHICLE INFORMATION:

2021 Hyundai Kona EV SEL 4dr Front-wheel Drive - US

Series ID: Q04A2FEZ

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,432	\$37,390.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,185.00	\$1,185.00
Total Price	\$37,617.00	\$38,575.00

SELECTED COLOR:

Exterior:

-

Interior:

TRY-(0 I) Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	7.981 Axle Ratio	STD	STD
STDEN	Engine: 150kW 201HP Electric	STD	STD
STDGV	GVWR: 4,762 lbs	STD	STD
STDRD	Radio: AM/FM/HD Radio/MP3/SiriusXM Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Single-Speed Reduction Gear	STD	STD
STDTR	Tires: 215/55R17 Low Rolling Resistance	STD	STD
STDWL	Wheels: 17" x 7.0" Alloy	STD	STD
TRY_01	(0 I) Black w/Cloth Seat Trim	NC	NC
WARANT	Fleet Customer Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
Front Bumper Insert: body-coloured front bumper insert
Rear Bumper Insert: body-coloured rear bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: grey bodyside cladding
Grille: body-coloured grille

Convenience Features:

Air Conditioning: automatic air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: Blue Link Connected Car Service (3-year complimentary subscription) emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Blue Link Connected Car Service (3-year complimentary subscription) internet access
TV Tuner: Blue Link Guidance (3-year subscription) turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

LeatherSteeringWheel: leather steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Cover: rigid cargo cover

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Cargo Net: cargo net

Standard Engine:

Engine 201-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic



Agenda Sheet for City Council Meeting of:
05/24/2021

<u>Date Rec'd</u>	5/12/2021
<u>Clerk's File #</u>	OPR 2011-0535
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	MAJ. ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - FALSE ALARM PROGRAM EXTENSION

Agenda Wording

One year contract extension with Superion LLC for continued joint administration of the False Alarm Program. Estimated revenue from the program is \$330,000/year. Extension term is July 1, 2021 to June 30, 2022.

Summary (Background)

The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration, education, and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 330,000

Select \$

Select \$

Select \$

Budget Account

0680-11150-21250-34210-68148

#

#

#

Approvals

Dept Head LUNDGREN, JUSTIN

Division Director LUNDGREN, JUSTIN

Finance SCHMITT, KEVIN

Legal MURAMATSU, MARY

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCHC 05/03/2021

Council Sponsor Councilmember Kinnear

Distribution List

SPDFINANCE@SPOKANECITY.ORG

jgoldman@spokanepolice.org

Additional Approvals

Purchasing

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	OPR 2011-0525 – SPD FARP Program
Date:	05/03/2021
Contact (email) :	Lt. Dan Waters, Lt. Kurtis Reese and Jody Goldman
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	06/30/2021
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u> SPD FARP additional contract extension from July 1, 2021 through June 30, 2022. The current vendor Superion LLC whom owns 100% of assets of PSC including all rights in the Crywolf software system has agreed to a 1-year contract extension with accepting the same terms and conditions for this 1-year contract extension period.</p> <p><u>Funding</u> This is revenue to the general fund of approximately \$19,000 to \$35,000 a month.</p>
<p><u>Background/History:</u> The current contract between PSC-now amended to Superion LLC and the City of Spokane will expire on June 30, 2021. SPD received an additional 1-year contract extension by Spokane City Legal.</p>	
<p><u>Executive Summary:</u></p> <p><u>Subject</u> Contract extension with Superion LLC for the administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$330,000 for the 1-year term from July 1, 2021 through June 30, 2022.</p> <p><u>Impact History</u> The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration, education, and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.</p>	
<p><u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice</p>	

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SUPERION, LLC**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and

WHEREAS, the original contract including Extensions has run its Term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document for one (1) additional year.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on July 1, 2021.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2022.

4. COMPENSATION.

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

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

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

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

<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:
05/24/2021

Date Rec'd	5/12/2021
Clerk's File #	OPR 2021-0332
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5412-21
Requisition #	BT

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR LANDFILL REPAIRS AND IMPROVEMENTS

Agenda Wording

Contract with Glacier Construction Services (Mukilteo, WA) for landfill repairs and improvements from Jun. 1, 2021 - Dec. 31, 2021 for a cost of \$1,759,005.00 (excl. tax) plus an administrative reserve of 10% of the contract price.

Summary (Background)

The City operates and maintains the Northside Landfill (NSLF) and Southside Landfill (SSLF). Evaluations of the cover, gas collection and gas treatment systems for these landfills were conducted and several areas of improvement and repair were identified. On April 19, 2021, bidding closed on PW ITB 5412-21 for these Landfill Improvements. Glacier Construction Services of Mukilteo, WA, was the only respondent.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 178,051.50	# 4530-45300-94000-56401 (Open Cell)
Expense	\$ 1,737,504.95	# 4530-45300-53745-54803 (Closed Cells)
Select	\$	#
Select	\$	#

Approvals

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

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Council Notifications

<u>Study Session\Other</u>	UE 5/10/21
<u>Council Sponsor</u>	CP Beggs
<u>Distribution List</u>	
	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org
	DocuSign: Jay Kizer, VP, jkizer@glacierc.com

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Landfill Gas Systems and Cover Repair
Date:	May 10, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Urban Experience Committee/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a contract with Glacier Construction Services for needed repairs at the City's landfills.
Background/History: <p>The City operates and maintains the Northside Landfill (NSLF) and Southside Landfill (SSLF). In 2018, evaluations of the cover, gas collection and gas treatment systems for these landfills were conducted and several areas of improvement and repair were identified. Engineering and budgeting for the work followed, culminating in an invitation to bid for the improvements and repairs being issued.</p> <p>On April 19, 2021, bidding closed on PW ITB 5412-21 for these Landfill Improvements. Glacier Construction Services of Mukilteo, WA, was the only respondent. The proposed contract will be for construction services for the needed repairs of the NSLF and SSLF gas collection and cover systems. The contract term will be from June 1, 2021 through December 31, 2021. The cost for this project is \$1,759,005.00 excluding tax plus a 10% administrative reserve of \$175,900.00 plus tax. The funding for this project was included in the 2021 Capital Planner.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with Glacier Construction Services, based on PW ITB 5412-21 for Landfill Site Improvement Services. Construction services will be provided for repairs/improvements needed at the NSLF and SSLF on the gas collection and cover systems. Term from Jun. 1, 2021 through Dec. 31, 2021. Cost of \$1,759,005.00 (excl. tax) plus a 10% administrative reserve of \$175,900.00 (excl. tax). 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **LANDFILL IMPROVEMENT PROJECTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GLACIER CONSTRUCTION SERVICES**, whose address is P.O. Box 827, Mukilteo, Washington 98275 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Landfill Improvement Projects, selected via PW ITB 5412-21.**
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to ITB (Exhibit B). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on June 1, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract 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.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$1,759,005.00)**, excluding sales tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior

written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd., Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

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

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

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

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

10. 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 Title 48 RCW:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
15. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts

- by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

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

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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.

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

21. 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.

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

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

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

25. 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.

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

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

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

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one

or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

GLACIER CONSTRUCTION SERVICES

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 - Certification Regarding Debarment
Exhibit B – Response to ITB
Payment Bond
Performance Bond

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 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.

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

EXHIBIT B



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

PW INVITATION TO BID

PW ITB NUMBER: 5412-21
TITLE: CITY OF SPOKANE LANDFILL
IMPROVEMENTS PROJECT:
Schedule A: Northside Landfill Closure Refuse
Unit Improvements;
Schedule B Southside Landfill Closure Refuse
Unit Improvements;
Schedule C Northside Landfill MSW Cell
Landfill Gas Collector Trench Installation

BID COORDINATOR: Thea Prince, City of
Spokane Purchasing Department

QUESTION DEADLINE: 4/1/21 5:00 pm pdt

PROPOSAL DUE DATE: 4/19/21

TIME: 1:00 pm pdt

Bid Submittal:

All Bids shall be submitted electronically
through the ProcureWare online
procurement system portal:
<https://spokane.procureware.com> before
the due date and time.

BID SUBMITTED BY:

COMPANY GLACIER CONSTRUCTION SERVICES

MAILING ADDRESS PO BOX 827

MUKILTEO, WASHINGTON 98275

PHYSICAL ADDRESS 6902 SE EOLA HILLS RD.

AMITY, OR. 97101

PHONE NUMBER 253-845-9339

E-MAIL ADDRESS JKIZER@GLACIERC.COM

THEA PRINCE
Purchasing

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #5412-21 CITY OF SPOKANE LANDFILL IMPROVEMENT PROJECT

BIDDER'S DECLARATION.

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

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 1,759,005⁰⁰
(Total for all Schedules from Bid Form)

ESTIMATED SALES TAX (8.9%) \$ 156,551⁴⁵

TOTAL BASE PRICE: \$: 1,915,556⁴⁵

The bidder must also complete and submit the "BID FORM", in the attachment, City of Spokane Landfill Improvements (Schedules A, B, and C) technical specifications dated February 2021, Division 00.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) / and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by October 22, 2021

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. GLACICS034137
(must be in effect at time of bid submittal)

U.B.I. Number 601 751 220

Washington Employment Security Department Number 029896-00-8

Washington Excise Tax Registration Number A184498 17

City of Spokane Business License Number _____
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: GLACIER CONSTRUCTION SERVICES INC


Signature of Bidder's Authorized Representative

V.P.
Title

PO Box 827 MUKILTEO, WA 98275
Address

253-845-9339 / 503-857-7567 cell
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

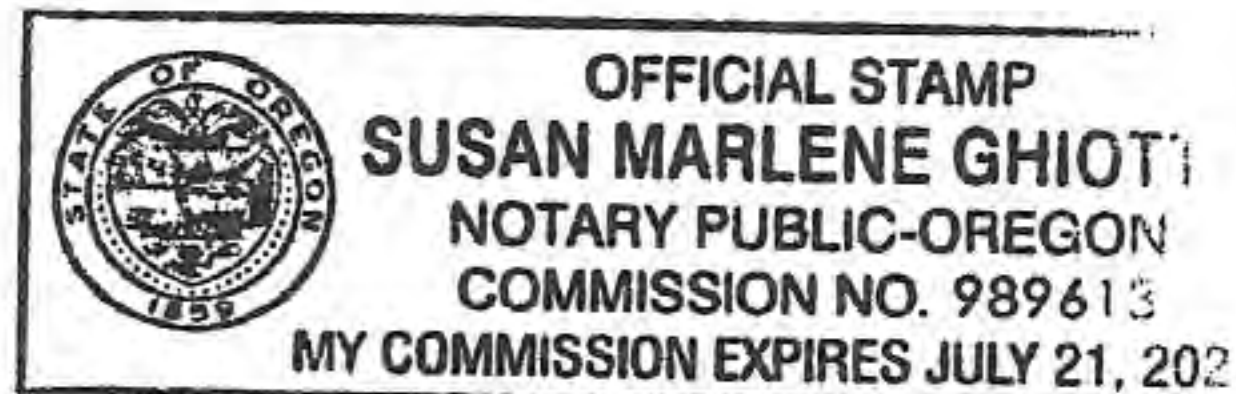
Signed and Sworn To (or Affirmed) Before Me On April 4, 2021
date

(Seal Or Stamp)



Signature of Notary Public

My appointment expires 07/21/2023



NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of Spokane

Address: _____

Project Identification: Schedule A: Northside Landfill Closure Refuse Unit Improvements

Schedule B: Southside Landfill Closure Refuse Unit Improvements

Schedule C: Northside Landfill MSW Cell Landfill Gas Collector Trench Installation

Contract No.: _____

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>ONE</u>	<u>APRIL 8, 2021</u>

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

5. BASIS OF BIDS (SEE SECTION 01 11 00, SUMMARY OF WORK FOR DESCRIPTION OF THESE BID ITEMS)

5.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

5.2. Lump Sum Bid Schedule:

Lump Sum Bid Schedule A (NSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
LS-1A	Bonds, Insurance, Mobilization, Demobilization, Engineer's Overtime, and Contract Closeout	1	LS	\$ 142,400	\$ 142,400
LS-2A	Survey and Quality Control	1	LS	\$ 32,000	\$ 32,000
LS-3A	Site Clearing and Preparation	1	LS	\$ 7,000	\$ 7,000
LS-4A	Temporary Facilities and Controls, and Erosion & Sediment Control Measures During Construction	1	LS	\$ 15,500	\$ 15,500
Total of Lump Sum Schedule A Prices					\$ 196,900

Lump Sum Bid Schedule B (SSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
LS-1B	Bonds, Insurance, Mobilization, Demobilization, Engineer's Overtime, and Contract Closeout	1	LS	\$ 200,000	\$ 200,000
LS-2B	Survey and Quality Control	1	LS	\$ 40,000	\$ 40,000
LS-3B	Site Clearing and Preparation	1	LS	\$ 17,200	\$ 17,200
LS-4B	Temporary Facilities and Controls, and Erosion & Sediment Control Measures During Construction	1	LS	\$ 26,200	\$ 26,200
Total of Lump Sum Schedule B Prices					\$ 283,400

5.3. Unit Price Bid Schedule:

5.3.1. Unit prices have been computed in accordance with Paragraph 13.03.C of the General Conditions.

5.3.2. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Price Bid Schedule A (NSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
UP-1A	Inspect and Replace Cracked Wellheads and Risers	12	EA	\$ 1,350	\$ 16,200
UP-2A	Inspect and Replace Pitot Tube	5	EA	\$ 1,275	\$ 6,375
UP-3A	Inspect and Replace Valve	5	EA	\$ 1,500	\$ 7,500
UP-4A	Inspect and Replace Pipe Fitting	13	EA	\$ 650	\$ 8,450
UP-5A	Inspect and Replace Sample Port	6	EA	\$ 250	\$ 1,500
UP-6A	Correct Leaking Below Grade Wellhead	3	EA	\$ 3,600	\$ 10,800

Unit Price Bid Schedule A (NSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
UP-7A	Correct Leaning Above Grade Wellhead	6	EA	\$ 1,025	\$ 6,150
UP-8A	Kanaflex Piping	26	LF	\$ 100	\$ 2,600
UP-12A	Electronic Leak Detection Survey	20,000	SY	\$ 1.00	\$ 20,000
UP-13A	Expose Geomembrane Liner	4,700	SY	\$ 8.00	\$ 37,600
UP-14A	Geomembrane Liner Repair	1,000	SY	\$ 51.50	\$ 51,500
UP-15A	Strip Drains	900	LF	\$ 3.75	\$ 3,375.00
UP-16A	Earthfill Below Geomembrane Liner (Subgrade)	1,000	CY	\$ 52.50	\$ 52,500
UP-17A	Topsoil Regrade and Supplement	1,600	SY	\$ 15.00	\$ 24,000
UP-18A	Final Cover Section (Soil Material Layers) Reinstallation	4,800	SY	\$ 10.00	\$ 48,000
UP-22A	Soil Stabilization	6,300	SY	\$ 3.00	\$ 18,900
UP-23A	M1 and M2 Header & M1-1 Lateral Repair	1,300	LF	\$ 13.00	\$ 16,900
Total of Extended Schedule A Bid Unit Prices					\$ 332,250.00

Unit Price Bid Schedule B (SSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
UP-1B	Inspect and Replace Cracked Wellheads and Risers	8	EA	\$ 2,350	\$ 18,800
UP-2B	Inspect and Replace Pitot Tube	4	EA	\$ 127.50	\$ 5,100
UP-3B	Inspect and Replace Valve	4	EA	\$ 1,500	\$ 6,000
UP-4B	Inspect and Replace Pipe Fitting	8	EA	\$ 650	\$ 5,200
UP-5B	Inspect and Replace Sample Port	8	EA	\$ 250	\$ 2,000
UP-11B	LFG Manifold/Header and Condensate Drain Line Cleaning	1	LS	\$ 15,000	\$ 15,000

Unit Price Bid Schedule B (SSLF CRU)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
UP-13B	Expose Geomembrane Liner	7,100	SY	\$ <u>8⁰⁰</u>	\$ <u>56,800</u>
UP-14B	Geomembrane Liner Repair	1,400	SY	\$ <u>43²⁵</u>	\$ <u>60,550</u>
UP-15B	Strip Drains	1,200	LF	\$ <u>3⁶⁰</u>	\$ <u>4,320</u>
UP-16B	Earthfill Below Geomembrane Liner (Subgrade)	5,000	CY	\$ <u>54²⁵</u>	\$ <u>271,250</u>
UP-17B	Topsoil Regrade and Supplement	24,200	SY	\$ <u>7⁷⁰</u>	\$ <u>186,340</u>
UP-18B	Final Cover Section (Soil Material Layers) Reinstallation	7,100	SY	\$ <u>7⁰⁰</u>	\$ <u>49,700</u>
UP-19B	Stormwater Control Berm Breach	1	EA	\$ <u>6,000</u>	\$ <u>6,000</u>
UP-20B	Drainage Collection Channel	34	LF	\$ <u>465⁰⁰</u>	\$ <u>15,810</u>
UP-21B	Preferential Drainage Armoring	100	LF	\$ <u>59⁵⁰</u>	\$ <u>5,950</u>
UP-22B	Soil Stabilization	31,400	SY	\$ <u>2¹⁵</u>	\$ <u>67,510</u>
UP-23B	East Header Repair	<u>500</u>	<u>LF</u>	\$ <u>13²⁵</u>	\$ <u>6,625⁰⁰</u>
Total of Extended Schedule B Bid Unit Prices					\$ <u>782,955⁰⁰</u>

Unit Price Bid Schedule C (NSLF MSW)					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
UP-9C	LFG Collector Discharge Vent	5	EA	\$ <u>1,650</u>	\$ <u>8,250⁰⁰</u>
UP-10C	LFG Horizontal Collector	<u>3,000</u>	LF	\$ <u>51⁷⁵</u>	\$ <u>155,250⁰⁰</u>
Total of Extended Schedule C Bid Unit Prices					\$ <u>163,500⁰⁰</u>

5.4. Schedule A Base Bid Summary:

5.4.1. Lump Sum Schedule A Bid Price: \$ 196,900⁰⁰5.4.2. Total Extended Schedule A Unit Bid Prices: \$ 332,250⁰⁰

5.4.3. Schedule A Base Bid (Total of Above): \$ 529,150⁰⁰

5.4.4. Estimated Sales Tax (8.9% of Schedule A Base Bid): \$ 47,094³⁵

5.5. Schedule B Base Bid Summary:

5.5.1. Lump Sum Schedule B Bid Price: \$ 283,400⁰⁰

5.5.2. Total Extended Schedule B Unit Bid Prices: \$ 782,955⁰⁰

5.5.3. Schedule B Base Bid (Total of Above): \$ 1,066,355⁰⁰

5.5.4. Estimated Sales Tax (8.9% of Schedule B Base Bid): \$ 94,905⁶⁰

5.6. Schedule C Base Bid Summary:

5.6.1. Total Extended Schedule C Unit Bid Prices: \$ 163,500⁰⁰

5.6.2. Estimated Sales Tax (8.9% of Schedule C Base Bid): \$ 14,551⁵⁰

5.7. Base Bid Summary (price used to compare for selection):

5.7.1. Base Bid (Total of Schedule A, Schedule B, and Schedule C):
\$ 1,759,005⁰⁰

5.7.2. Total Estimated Sales Tax (Total of Schedule A, Schedule B, and
Schedule C Estimated Sales Tax): \$ 156,551⁴⁵

5.7.3. Total Base Bid (Total of Above): \$ 1,915,556⁴⁵

6. TIME OF COMPLETION

6.1. Bidder agrees the Work, and any Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with the General and Supplementary Conditions on or before the dates, or within the number of calendar days, indicated in the Agreement.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. Refer to the OWNER's INVITATION TO BID and associated documents for required attachments to the BID.

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Invitation to Bid, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. Refer to the OWNER's BID PROPOSAL included with the INVITATION TO BID and associated documents.

END OF SECTION

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

SUBCONTRACTOR LIST

City of Spokane Project Name: 5412-21

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): NORTHWEST LININGS

Work to be performed: .

LINER REPAIR

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) TRI ENVIRONMENTAL

Work to be performed: .

LEAK LOCATION

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): SSEC-APEX

Work to be performed:

HYDRO SEEDING

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE*

WA. STATE CERTIFICATION NO.

IDENTIFICATION & VALUE OF
SUBCONTRACTS / SUPPLIES

MINORITY BUSINESS
SUBCONTRACTING GOAL

\$ _____

MBE TOTAL

\$ _____

WOMEN'S BUSINESS
SUBCONTRACTING GOAL

\$ _____

WBE TOTAL

\$ _____

COMBINATION GOAL:

\$ _____

MBE/WBE TOTAL

\$ _____

*Designate MBE or WBE

Mr./ Mrs./ Ms. Jay G Kizer has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

A Corporation

Corporation Name: GLACIER CONSTRUCTION SVS.

State of Incorporation: Washington

Type General Business Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): JAY G KIZER

Title: VP (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Washington is: 1997.

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



Bidder's Business Address: PO BOX 827 MUKILTEO, WA 98275
1633 HIGHLAND TERRACE CT. MUKILTEO, WA 98275

Phone No.: 253-845-9339 FAX No.: _____

E-mail: JAIZERE GLACIER C.COM

SUBMITTED on 4/19, 20 21

Washington Contractor's License No.: GLACIC5034B7

Contractor's License Class (where applicable): _____

END OF SECTION

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, Glacier Construction Services, Inc. as Principal,
and Harco National Insurance Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

City of Spokane Landfill Improvements Project

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on April 19, 2021

AS PRINCIPAL

Glacier Construction Services, Inc.



By: [Signature]

Title: VICE PRESIDENT

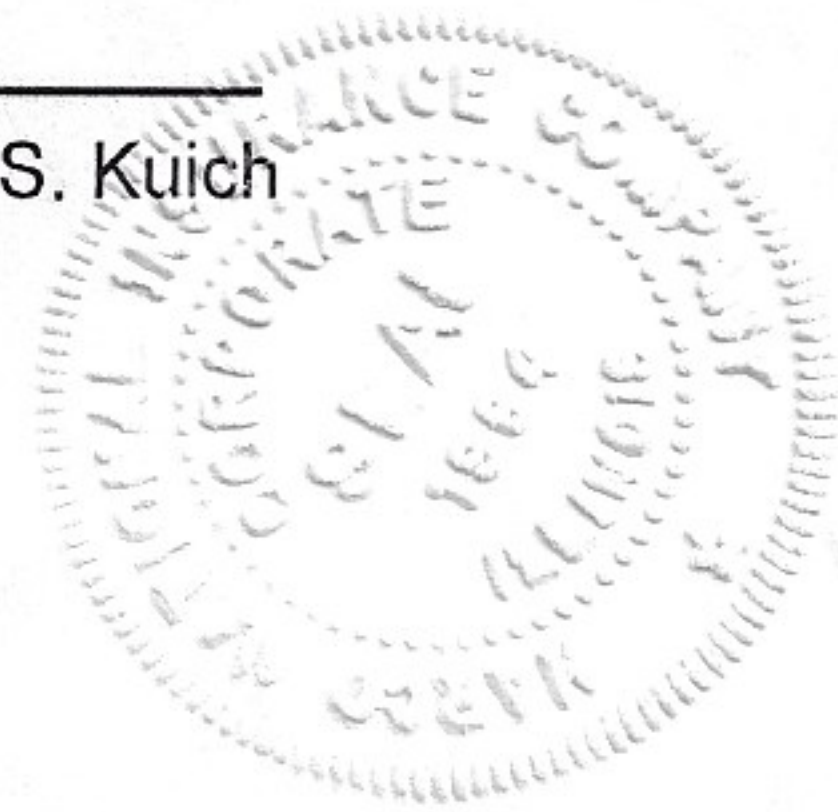
A valid POWER OF
ATTORNEY must
accompany this bond.

Harco National Insurance Company
AS SURETY

By: [Signature]

Attorney in Fact

Jim S. Kuich



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ANNETTE M. TROSETH, TED BARAN, AMANDA IVEY, CAROL LOWELL, JIM S. KUICH, PATTI WHITE, ANDY PRILL,
THERESA A. LAMB, STEVE WAGNER, MICHAEL A. MURPHY, JIM W. DOYLE, JULIE M. GLOVER, CHAD M. EPPLER

Bothell, WA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL
FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 19, 2021.

PAYMENT BOND

We, **GLACIER CONSTRUCTION SERVICES**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$1,759,005.00)**, excluding sales 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 **Landfill Improvement Projects, selected via PW ITB 5412-21**. 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 _____.

GLACIER CONSTRUCTION SERVICES,
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

[illegible]

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **GLACIER CONSTRUCTION SERVICES**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$1,759,005.00)**, excluding sales 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 **Landfill Improvement Projects, selected via PW ITB 5412-21**. 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 _____

GLACIER CONSTRUCTION SERVICES,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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

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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0334

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2021086

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

0370 - LOW BID AWARD - SHAMROCK PAVING INC.

Agenda Wording

Low Bid of Shamrock Paving Inc., Spokane, WA for 2021 Arterial Chip Seal in the amount of \$1,525,525.00. An administrative reserve of \$152,552.50, which is 10% of the contract price, will be set aside. (Various Neighborhood Council)

Summary (Background)

On May 10, 2021 bids were opened for the above project. The low bid was from Shamrock Paving Inc. in the amount of \$1,525,525.00, which is \$98,395.00 or 6.1% under the Engineer's Estimate; No other bids was received.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 1,525,525.00

3200-49863-42800-54201-21025

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

Public Safety 5/10/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

dbuller@spokanecity.org

aduffey@spokanecity.org

Briefing Paper

Public Safety

Division & Department:	Engineering Services; Public Works
Subject:	2021 Arterial Chip Seal – Economic Recovery
Date:	May 3, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	Breean Beggs, Michael Cathcart
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
Background/History: <ul style="list-style-type: none"> This project was added to the capital program last spring as an economic stimulus project associated with/due to the current coronavirus pandemic. However, because of very high bids, all bids were rejected and are now being rebid together with other streets in hopes that a bigger project will result in more attractive bids. 	
Executive Summary: <ul style="list-style-type: none"> The proposed project includes the following streets: <ul style="list-style-type: none"> Southeast Blvd. – Perry St. to 29th Ave. Freya St. – Upriver Dr. to Wellesley Ave. Freya St. – Palouse Hwy to 37th Ave. <ul style="list-style-type: none"> This segment includes restriping to incorporate bike lanes (in accordance with the master bike plan) from 44th Ave. to 37th Ave. where the proposed bike lanes tie in the existing bike lanes on 37th Ave. and the trail on 44th Ave. No parking removal is required since there is effectively no parking on this portion of Freya St. due to the absence of fronting homes. Post St. – Maxwell to Cleveland <ul style="list-style-type: none"> This segment includes restriping to incorporate bike lanes (in accordance with the master bike plan) from Maxwell to Chelan, two blocks south of Cleveland. The proposed bike lanes tie-in to existing bike lanes on Maxwell and on Buckeye. Parking removal is required for one block north and south of Maxwell Ave. (east side only) due to street widths necessary to accommodate the turn lane at the Maxwell traffic signal. Residents have been notified. Parking removal is required for one block north and south of Indiana Ave. (both sides) due to street widths necessary to accommodate the turn lane at the Indiana traffic signal. Residents have been notified. 	

- The remainder of the proposed bike lane does not affect parking elsewhere on this stretch.

- Construction is planned this summer.
- Project funding is local

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **2021 ARTERIAL CHIP SEAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **2021 ARTERIAL CHIP SEAL PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2021, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-3 for the actual quantities furnished for each bid item.
7. **TAXES.** No sales taxes will be included in bid items for Schedule A-3.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. 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.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
 - 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
18. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state,

and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

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

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

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

date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

SHAMROCK PAVING, 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:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-3

21-088

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,525,525.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2021 ARTERIAL CHIP SEAL PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

[illegible]

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,525,525.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2021 ARTERIAL CHIP SEAL PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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 _____

**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)

SCHEDULE A-3
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
2	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
3	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 34,000.00	\$ 34,000.00
4	MOBILIZATION	1.00 LS	\$ 146,696.75	\$ 146,696.75
5	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 385,005.00	\$ 385,005.00
6	SPECIAL SIGNS	1,009.00 SF	\$ 15.00	\$ 15,135.00
7	SEQUENTIAL ARROW SIGNS	555.00 HR	\$ 5.00	\$ 2,775.00
8	PORTABLE CHANGEABLE MESSAGE SIGN	1,450.00 HR	\$ 4.00	\$ 5,800.00
9	TYPE III BARRICADE	524.00 EA	\$ 35.00	\$ 18,340.00
10	TREE PROTECTION ZONE	36.00 EA	\$ 260.00	\$ 9,360.00
11	TREE PRUNING	208.00 EA	\$ 260.00	\$ 54,080.00
12	REMOVE EXISTING CURB	80.00 LF	\$ 28.00	\$ 2,240.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	45.00 SY	\$ 35.00	\$ 1,575.00

14	SAWCUTTING CURB	4.00 EA	\$	75.00	\$	300.00
15	SAWCUTTING RIGID PAVEMENT	160.00 LFI	\$	5.00	\$	800.00
16	SAWCUTTING FLEXIBLE PAVEMENT	6,000.00 LFI	\$	0.50	\$	3,000.00
17	REMOVE UNSUITABLE FOUNDATION MATERIAL	5.00 CY	\$	30.00	\$	150.00
18	REPLACE UNSUITABLE FOUNDATION MATERIAL	5.00 CY	\$	60.00	\$	300.00
19	CSTC FOR SIDEWALK AND DRIVEWAYS	3.00 CY	\$	400.00	\$	1,200.00
20	ASPHALT EMULSION, CRS-2P	130.00 TON	\$	700.00	\$	91,000.00
21	ASPHALT FOR FOG SEAL	60.00 TON	\$	490.00	\$	29,400.00
22	AGG. FOR BST, FA-2	128,789.00 SY	\$	2.75	\$	354,169.75
23	ADDITIONAL BROOMING	30.00 HR	\$	250.00	\$	7,500.00
24	CRACK SEALING, LESS THAN 1 INCH	77,300.00 LF	\$	1.35	\$	104,355.00
25	CRACK SEALING, 1 INCH TO 3 INCH	9,000.00 LF	\$	2.00	\$	18,000.00
26	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	350.00 SY	\$	70.00	\$	24,500.00
27	PAVEMENT REPAIR EXCAVATION INCL. HAUL	350.00 SY	\$	46.00	\$	16,100.00
28	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	10.00 EA	\$	570.00	\$	5,700.00

29	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	10.00 EA	\$	760.00	\$	7,600.00
30	ESC LEAD	1.00 LS	\$	750.00	\$	750.00
31	INLET PROTECTION	2.00 EA	\$	200.00	\$	400.00
32	TOPSOIL TYPE A, 2 INCH THICK	25.00 SY	\$	35.00	\$	875.00
33	SOD INSTALLATION	25.00 SY	\$	35.00	\$	875.00
34	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	3,500.00	\$	3,500.00
35	CEMENT CONCRETE CURB	122.00 LF	\$	46.00	\$	5,612.00
36	CHANNELIZING DEVICES - TYPE 1	17.00 EA	\$	140.00	\$	2,380.00
37	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	11,000.00	\$	11,000.00
38	CEMENT CONCRETE SIDEWALK	45.00 SY	\$	73.00	\$	3,285.00
39	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	27,000.00	\$	27,000.00
40	REMOVAL OF EXISTING PAVEMENT MARKINGS	22,519.00 SF	\$	1.10	\$	24,770.90
41	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	28.00 EA	\$	115.00	\$	3,220.00
42	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,265.00 SF	\$	9.20	\$	11,638.00
43	PAVEMENT MARKING - PAINT	30,009.00 SF	\$	0.40	\$	12,003.60
44	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	25.00 EA	\$	190.00	\$	4,750.00

45	PERMANENT DOT LANE MARKER 4X4	3,103.00 EA	\$	4.00	\$	12,412.00
46	PERMANENT DOT LANE MARKER 6X6	612.00 EA	\$	5.00	\$	3,060.00
47	PERMANENT DOT LANE MARKER 8X8	273.00 EA	\$	7.00	\$	1,911.00
48	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	56,000.00	\$	56,000.00
Schedule A-3 Subtotal					\$	<u>1,525,525.00</u>
Summary of Bid Items					Bid Total	\$ <u>1,525,525.00</u>



10389

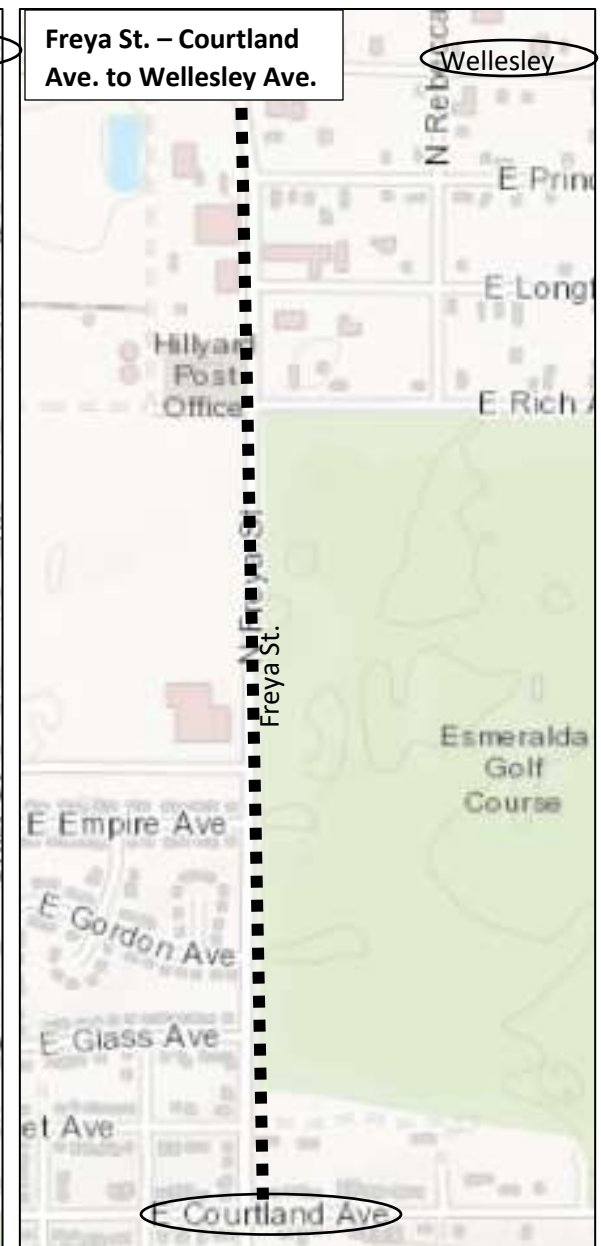
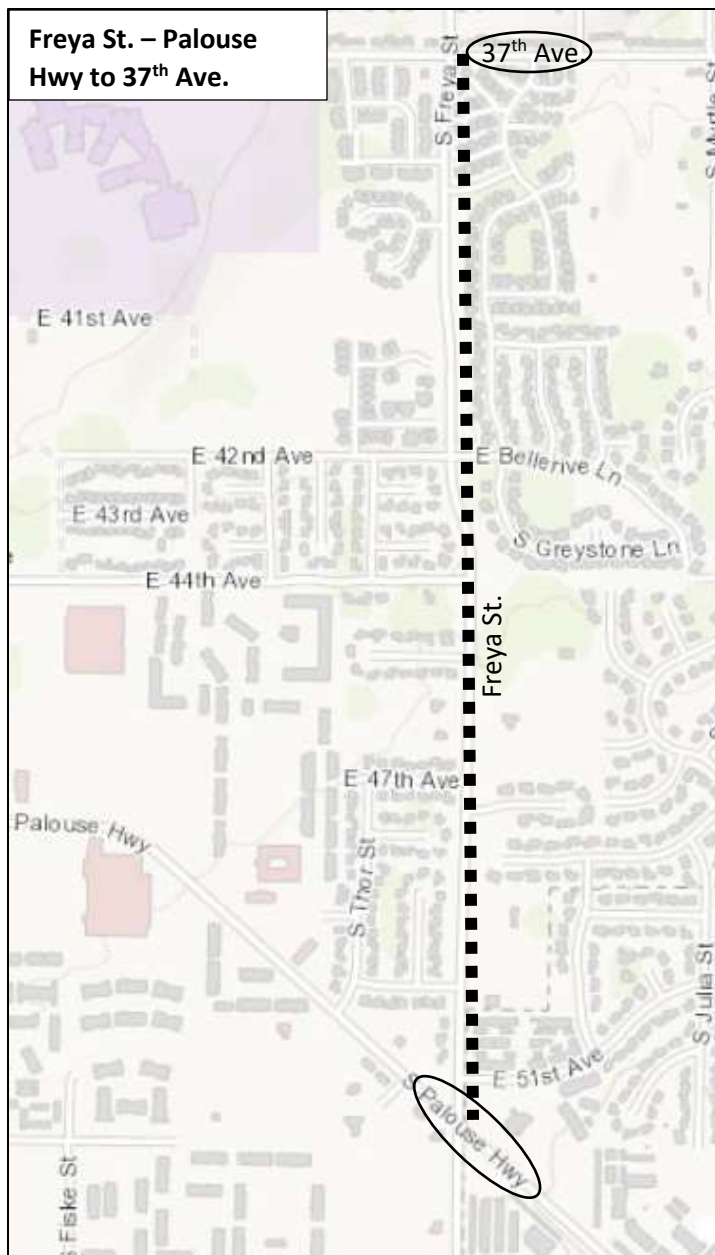
Project: 2021086 - Arterial Chip Seal
Bid Due: 5/10/2021

			<u>Engineers Estimate</u>		<u>Shamrock Paving Inc.</u>	
Base Bid			\$1,623,920.50		\$1,525,525.00	
Scope of Work						
<u>Item</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Estimated Total</u>	<u>Unit Price</u>	
006215	1070010 REIMBURSEMENT OF THIRD PARTY DAMAGE EST	1.00 EST	\$1.00	\$1.00	\$1.00	\$1.00
006216	1070020 SPCC PLAN LS	1.00 LS	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
006219	1070050 PUBLIC LIAISON REPRESENTATIVE LS	1.00 LS	\$30,000.00	\$30,000.00	\$34,000.00	\$34,000.00
006233	1090000 MOBILIZATION LS	1.00 LS	\$212,000.00	\$212,000.00	\$146,696.75	\$146,696.75
006239	1100000 PROJECT TEMPORARY TRAFFIC CONTROL LS	1.00 LS	\$320,000.00	\$320,000.00	\$385,005.00	\$385,005.00
006246	1100070 SPECIAL SIGNS SF	1,009.00 SF	\$20.00	\$20,180.00	\$15.00	\$15,135.00
006247	1100080 SEQUENTIAL ARROW SIGNS HR	555.00 HR	\$5.00	\$2,775.00	\$5.00	\$2,775.00
006248	1100090 PORTABLE CHANGEABLE MESSAGE SIGN HR	1,450.00 HR	\$7.00	\$10,150.00	\$4.00	\$5,800.00
006253	1100140 TYPE III BARRICADE EA	524.00 EA	\$50.00	\$26,200.00	\$35.00	\$18,340.00
006263	2010030 TREE PROTECTION ZONE EA	36.00 EA	\$250.00	\$9,000.00	\$260.00	\$9,360.00
006268	2010080 TREE PRUNING EA	208.00 EA	\$350.00	\$72,800.00	\$260.00	\$54,080.00
006276	2020020 REMOVE EXISTING CURB LF	80.00 LF	\$15.00	\$1,200.00	\$28.00	\$2,240.00
006278	2020040 REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY SY	45.00 SY	\$22.00	\$990.00	\$35.00	\$1,575.00
006287	2020130 SAWCUTTING CURB EA	4.00 EA	\$60.00	\$240.00	\$75.00	\$300.00
006288	2020140 SAWCUTTING RIGID PAVEMENT LFI	160.00 LFI	\$2.50	\$400.00	\$5.00	\$800.00
006289	2020150 SAWCUTTING FLEXIBLE PAVEMENT LFI	6,000.00 LFI	\$1.00	\$6,000.00	\$0.50	\$3,000.00
006304	2030010 REMOVE UNSUITABLE FOUNDATION MATERIAL CY	5.00 CY	\$20.00	\$100.00	\$30.00	\$150.00
006305	2030011 REPLACE UNSUITABLE FOUNDATION MATERIAL CY	5.00 CY	\$35.00	\$175.00	\$60.00	\$300.00
006380	4040030 CSTC FOR SIDEWALK AND DRIVEWAYS CY	3.00 CY	\$200.00	\$600.00	\$400.00	\$1,200.00
006413	5020000 ASPHALT EMULSION, CRS-2P TON	130.00 TON	\$800.00	\$104,000.00	\$700.00	\$91,000.00
006415	5020010 ASPHALT FOR FOG SEAL TON	60.00 TON	\$725.00	\$43,500.00	\$490.00	\$29,400.00
006416	5020020 AGG. FOR BST, FA-2 SY	128,789.00 SY	\$3.00	\$386,367.00	\$2.75	\$354,169.75
006420	5020030 ADDITIONAL BROOMING HR	30.00 HR	\$275.00	\$8,250.00	\$250.00	\$7,500.00



10389

006481	5040280 CRACK SEALING, LESS THAN 1 INCH LF	77,300.00 LF	\$1.10	\$85,030.00	\$1.35	\$104,355.00
006482	5040281 CRACK SEALING, 1 INCH TO 3 INCH LF	9,000.00 LF	\$2.00	\$18,000.00	\$2.00	\$18,000.00
006462	5040144 HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK SY	350.00 SY	\$90.00	\$31,500.00	\$70.00	\$24,500.00
006485	5040320 PAVEMENT REPAIR EXCAVATION INCL. HAUL SY	350.00 SY	\$35.00	\$12,250.00	\$46.00	\$16,100.00
006885	7050200 ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT EA	10.00 EA	\$500.00	\$5,000.00	\$570.00	\$5,700.00
006887	7050210 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT EA	10.00 EA	\$500.00	\$5,000.00	\$760.00	\$7,600.00
007284	8010000 ESC LEAD LS	1.00 LS	\$1,200.00	\$1,200.00	\$750.00	\$750.00
007293	8010090 INLET PROTECTION EA	2.00 EA	\$100.00	\$200.00	\$200.00	\$400.00
007344	8020010 TOPSOIL TYPE A, 2 INCH THICK SY	25.00 SY	\$15.00	\$375.00	\$35.00	\$875.00
007402	8020300 SOD INSTALLATION SY	25.00 SY	\$20.00	\$500.00	\$35.00	\$875.00
007439	8030060 REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES LS	1.00 LS	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
007445	8040000 CEMENT CONCRETE CURB LF	122.00 LF	\$40.00	\$4,880.00	\$46.00	\$5,612.00
007489	8100010 CHANNELIZING DEVICES - TYPE 1 EA	17.00 EA	\$75.00	\$1,275.00	\$140.00	\$2,380.00
006221	1070070 CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS LS	1.00 LS	\$2,000.00	\$2,000.00	\$11,000.00	\$11,000.00
007548	8140000 CEMENT CONCRETE SIDEWALK SY	45.00 SY	\$75.00	\$3,375.00	\$73.00	\$3,285.00
007645	8210070 SIGNING, PERMANENT - CITY MANUFACTURED SIGNS LS	1.00 LS	\$19,000.00	\$19,000.00	\$27,000.00	\$27,000.00
007656	8220000 REMOVAL OF EXISTING PAVEMENT MARKINGS SF	22,519.00 SF	\$4.50	\$101,335.50	\$1.10	\$24,770.90
007657	8220010 REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS EA	28.00 EA	\$75.00	\$2,100.00	\$115.00	\$3,220.00
007658	8220020 PAVEMENT MARKING - DURABLE HEAT APPLIED SF	1,265.00 SF	\$10.00	\$12,650.00	\$9.20	\$11,638.00
007661	8220050 PAVEMENT MARKING - PAINT SF	30,009.00 SF	\$1.00	\$30,009.00	\$0.40	\$12,003.60
007662	8220060 WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED EA	25.00 EA	\$200.00	\$5,000.00	\$190.00	\$4,750.00
007664	8220080 PERMANENT DOT LANE MARKER 4X4 EA	3,103.00 EA	\$5.00	\$15,515.00	\$4.00	\$12,412.00
007665	8220090 PERMANENT DOT LANE MARKER 6X6 EA	612.00 EA	\$5.00	\$3,060.00	\$5.00	\$3,060.00
007666	8220100 PERMANENT DOT LANE MARKER 8X8 EA	273.00 EA	\$6.00	\$1,638.00	\$7.00	\$1,911.00
007673	8230000 TEMPORARY PAVEMENT MARKING LS	1.00 LS	\$6,000.00	\$6,000.00	\$56,000.00	\$56,000.00
Leveled Bid Total			\$1,623,920.50		\$1,525,525.00	



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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0335

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 131 S SHERMAN

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Rad Space, LLC for 9 new multi-family units in an existing commercial building at 131 S Sherman, Parcel Number 35202.1606. Applicant is proposing to meet the 12-year exemption requirements

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 4/12/2021

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

mvanderkamp@spokanecity.org

rthompson@spokanecity.org

Briefing Paper

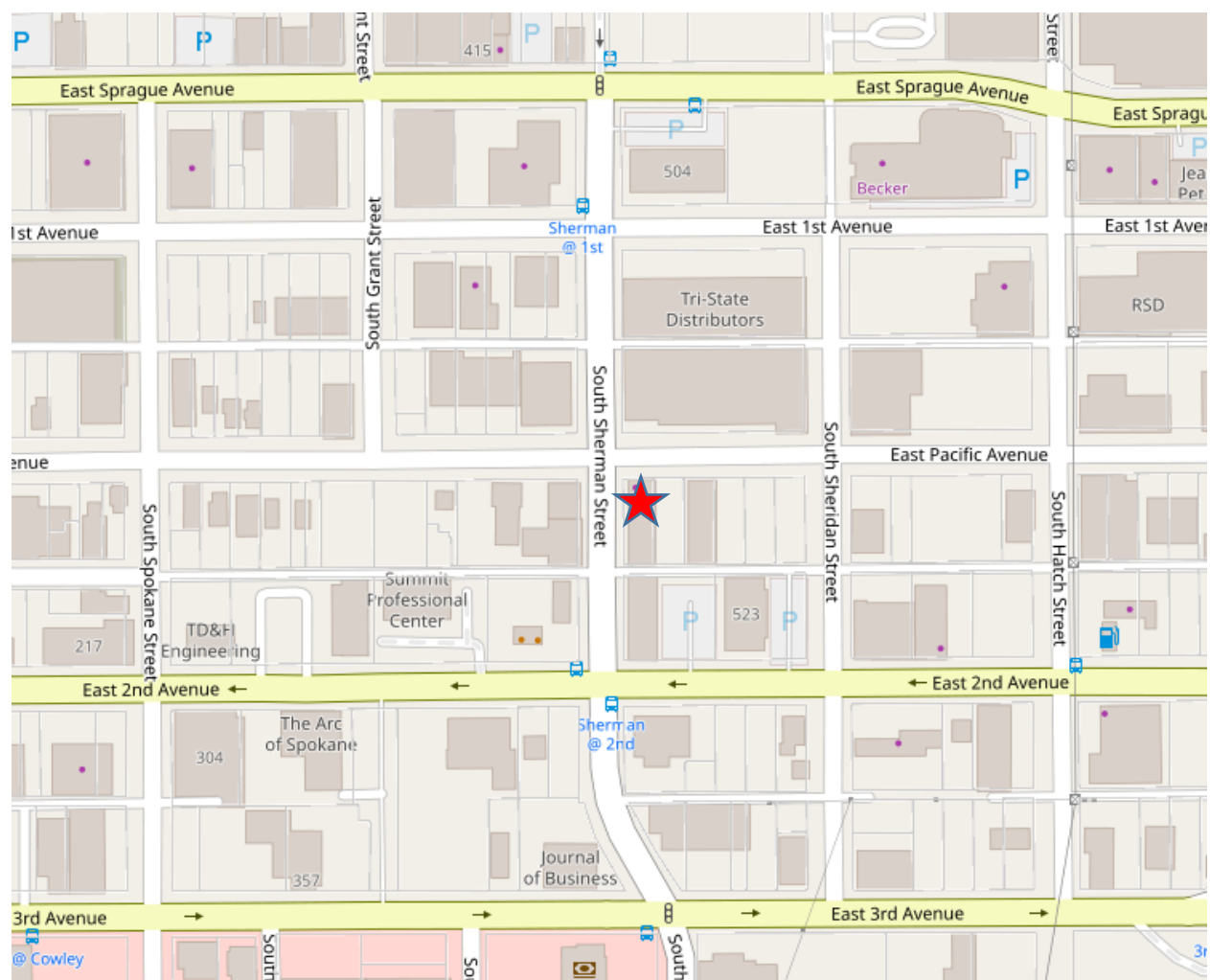
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	April 12, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to convert an existing commercial building into 9 units at 131 S Sherman Property was recently rezoned DTU, so use is allowed. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Sherman Apartments	
Number of units in the project	9
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$469
Estimated Property Tax saved per project annually	\$14,822
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$177,863
Estimated City Tax forgone during the term of exemption per unit	\$5,624
Estimated City Tax forgone during the term of exemption all units	\$67,483
<p><i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i></p> <p><small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small></p>	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and RAD SPACE LLC, as "Owner" whose business address is 5830 E 2ND ST, CASPER, WY, 82609.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

NOSLERS ADD L6 B16

Assessor's Parcel Number(s) **35202.1606**, commonly known as **131 S SHERMAN ST.**

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, a minimum of 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

RAD SPACE LLC

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0336

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 3001 E LIBERTY AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Liberty Project, LLC for 24 new multi-family units at 3001 E Liberty Ave, Parcel Numbers 35033.1304 and 35033.1305.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 02-12-2021

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

rthompson@spokanecity.org

mvanderkamp@spokanecity.org

Briefing Paper

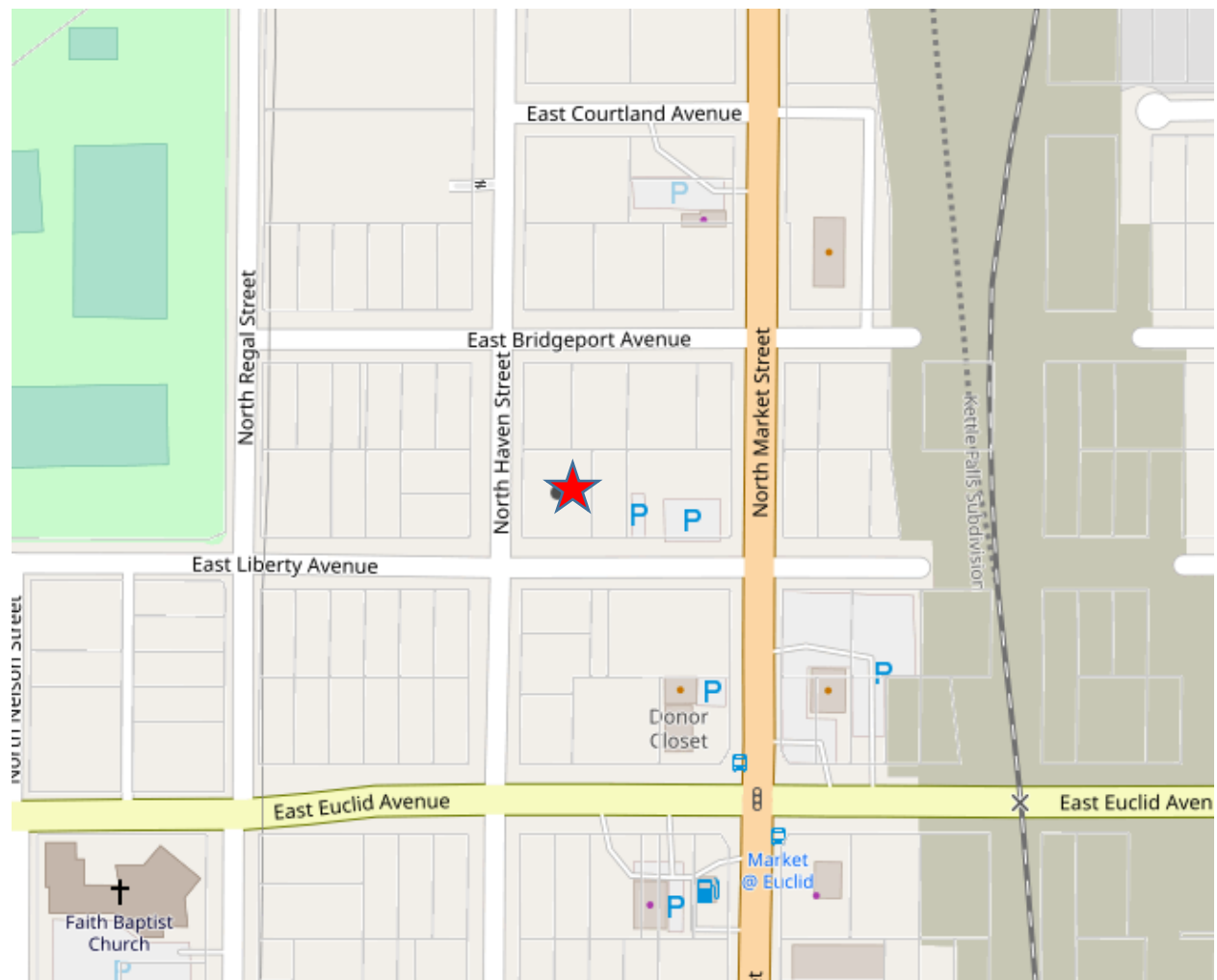
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	April 12, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build one new building with 24 units at 3001 E Liberty Ave Property was recently rezoned GC-70, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Liberty Apartments	
Number of units in the project	24
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$1,250
Estimated Property Tax saved per project annually	\$39,525
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$316,201
Estimated City Tax forgone during the term of exemption per unit	\$9,998
Estimated City Tax forgone during the term of exemption all units	\$79,980
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and LIBERTY PROJECT LLC, as "Owner" whose business address is 915 W 2ND AVE, SPOKANE, WA, 99201.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

MINNEHAHA ADD L9 B13, MINNEHAHA ADD L7-8 B13

Assessor's Parcel Number(s) 35033.1304 & 35033.1305, commonly known as **3001 E LIBERTY AVE & 3011 E LIBERTY AVE.**

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site more than 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

LIBERTY PROJECT LLC

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0337

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 1860 N HAMILTON

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Evan Verduin for 4 new multi-family units at 1860 N Hamilton, Parcel Number 352084.2928.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 04-12-2021

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

rthompson@spokanecity.org

mvanderkamp@spokanecity.org

Briefing Paper

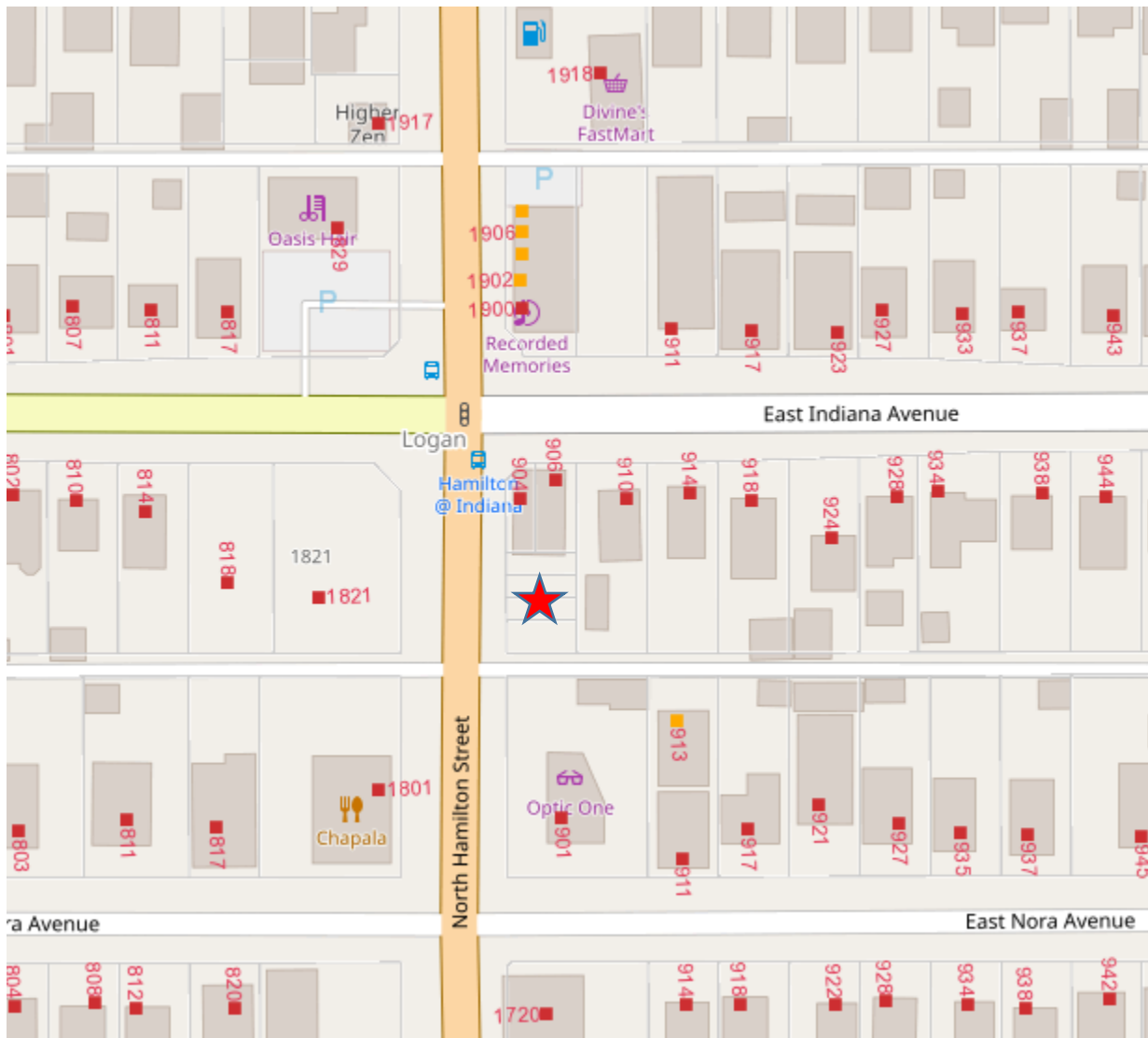
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	April 12, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi-Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build one new building with 4 units at 1816 N Hamilton Property is zoned CC1-DC, so use is allowed. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Hamilton Townhomes	
Number of units in the project	4
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$208
Estimated Property Tax saved per project annually	\$6,588
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$52,700
Estimated City Tax forgone during the term of exemption per unit	\$1,666
Estimated City Tax forgone during the term of exemption all units	\$13,330
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and VERDUIN, EVAN & SHELBY, as "Owner" whose business address is PO BOX 48288, SPOKANE, WA, 99228-1288.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

SIX ON HAMILTON CITY SP # Z1100045 FSP LOT 3, SIX ON HAMILTON CITY SP # Z1100045 FSP LOT 4, SIX ON HAMILTON CITY SP # Z1100045 FSP LOT 5, SIX ON HAMILTON CITY SP # Z1100045 FSP LOT 6

Assessor's Parcel Number(s) **35084.2924, 35084.2925, 35084.2926, & 35084.2927**, commonly known as **1816 N HAMILTON ST, 1820 N HAMILTON ST, 1824 N HAMILTON ST, & 1828 N HAMILTON ST.**

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site at least 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

VERDUIN, EVAN & SHELBY

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0338

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 515 S CONKLIN

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with 509 Capital Properties, LLC for 4 new buildings of between 4 and 6 units each for a total of 21 multi-family units at 515 S Conklin, Parcel Number 35201.5442

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 02-08-2021

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

rthompson@spokanecity.org

mvanderkamp@spokanecity.org

Briefing Paper

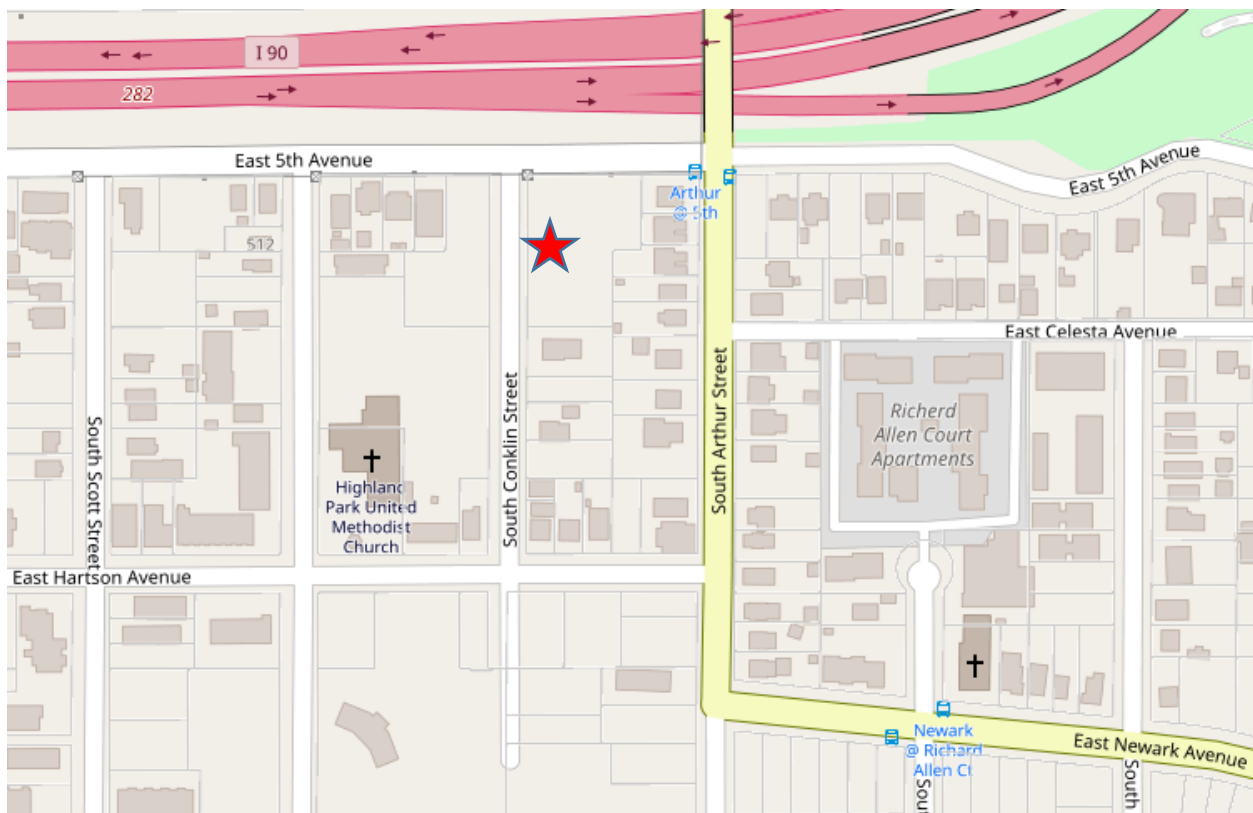
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	February 8, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build 4 new buildings of between 4 and 6 units each for a total of 21 units at 515 S Conklin Property is zoned RMF, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: 515 Conklin Apartments	
Number of units in the project	21
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$1,093
Estimated Property Tax saved per project annually	\$34,585
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$276,676
Estimated City Tax forgone during the term of exemption per unit	\$8,748
Estimated City Tax forgone during the term of exemption all units	\$69,983
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 590 CAPITAL PROPERTIES LLC, as "Owner" whose business address is 503 E 2ND AVE, SPOKANE, WA, 99202.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON AND TOWNSEND SUB, BKLS 3,4,5,6,7 & 8, PTN TRS C,D,E AND F LT 2 BLK 4 AND TRS D, E AND F, LT 4 DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LT 2, THENCE ALONG THE NORTH LINE OF SAID LT 2, N89°49'20"E 179.73FT TO THE NORTHEAST CORNER OF SAID TR C; THENCE ALONG THE EAST AND SOUTH LINE OF SAID TR C, S00°10'59"W 119.99FT AND SOUTH 89°49'16"W 44.93FT TO THE NORTHEAST CORNER OF SAID TR F, THENCE ALONG THE EAST LINE OF SAID TRS D, E AND F, S00°10'59"W 119.99FT TO THE SOUTHEAST CORNER OF SAID TR D, THENCE ALONG THE SOUTH LINE OF SAID TR D, S89°49'12"W 134.80FT TO THE WEST LINE OF SAID LT 4; THENCE ALONG THE WEST LINE OF SAID LTS 2 and 4 , N00°11'00"E 239.38FT TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) 35201.5442, commonly known as 515 S CONKLIN ST.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site more than 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees

that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

590 CAPITAL PROPERTIES LLC

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[illegible]

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

[illegible]

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

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

05/24/2021

Date Rec'd

5/12/2021

Clerk's File #

OPR 2021-0339

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 514 S CONKLIN

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with 509 Capital Properties, LLC for 3 new buildings of between 4 and 5 units each for a total of 14 multi-family units at 514 S Conklin, Parcel Number 35201.5441.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 02-08-2021

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

abrast@spokanecity.org

Additional Approvals

jwest@spokanecity.org

Purchasing

rthompson@spokanecity.org

mvanderkamp@spokanecity.org

Briefing Paper

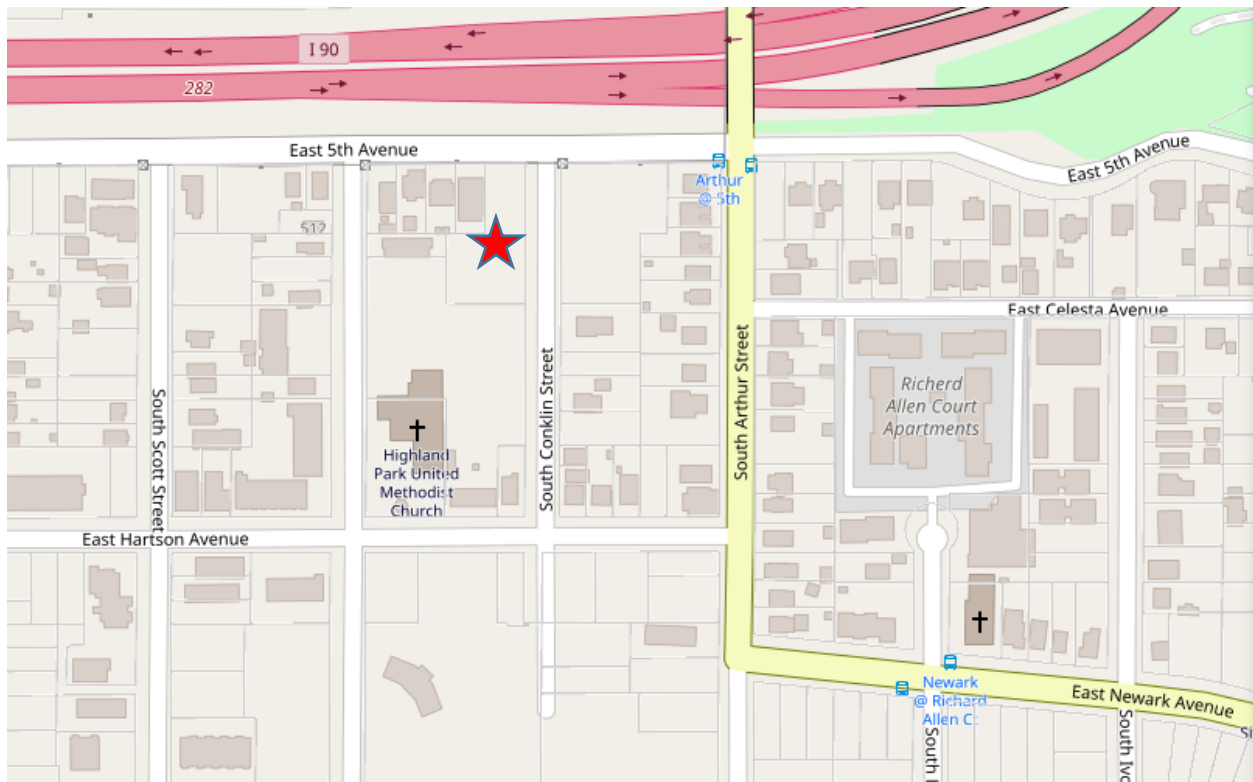
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	February 8, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build 3 new buildings of between 4 and 5 units each for a total of 14 units at 514 S Conklin Property is zoned RMF, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: 514 Conklin Apartments	
Number of units in the project	14
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$729
Estimated Property Tax saved per project annually	\$23,056
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$184,451
Estimated City Tax forgone during the term of exemption per unit	\$5,832
Estimated City Tax forgone during the term of exemption all units	\$46,655
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 590 CAPITAL PROPERTIES LLC, as "Owner" whose business address is 503 E 2ND AVE, SPOKANE, WA, 99202.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON AND TOWNSEND HIGHLAND PARK SUB TRS A, B, AND C OF LT 3 BLK 4 TOG/W TRS E AND F LT 1 BLK 4, DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHEAST CORNER OF SAID TR E, THENCE ALONG NORTH LINE OF SAID TR E AND F, N89°49'20"E 70.18FT TO THE WEST LINE PARCEL OF LAND COMDEMNED PER CITY ORDINANCE #A5954, THENCE ALONG SAID WEST LINE AND THE EAST LINE OF SAID TRS A,B AND C OF LT3 BLK 4, S00°11'00"W239.98FT TO THE SOUTHEAST CORNER OF TR C, THENCE ALONG THE SOUTH LINE OF SAID TR C S89°49'12"W 135.11FT TO THE SOUTHWEST CORNER OF SAID TR C; THENCE ALONG THE WEST LINE OF SAID TRS A,B AND C,N00°10'33"E 119.99FT TO THE NORTHWEST CORNER OF SAID TR A, THENCE ALONG NORTH LINE OF SAID TR A, N89°49'16"E 64.98FT TO THE SOUTHWEST CORNER OF SAID TR E, THENCE ALONG THE WEST LINE OF SAID TR E,N00°10'07"E 119.99FT TO THE POINT OF BEGINNING. EXC CITY ORDINANCE #A5954.

Assessor's Parcel Number(s) 35201.5441, commonly known as 514 S CONKLIN ST.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, more than 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption

with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and

interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

590 CAPITAL PROPERTIES LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[illegible]

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
County of Spokane) ss.

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

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

05/24/2021

Date Rec'd

5/20/2021

Clerk's File #

CPR 2021-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Project #**Contact E-Mail**

LDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-CLAIMS-2021

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 5/14/2021.
Total: \$8,445,411.04 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$4,745,288.67

Summary (Background)

Pages 1-22 Check numbers: 579356 - 579471 ACH payment numbers: 90196 - 90404 On file for review in City Clerks Office: 22 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 4,745,288.67

Various

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 19

APPROVAL FUND SUMMARY

DATE: 05/17/21
TIME: 07:34
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	366,387.41
1100	STREET FUND	63,214.47
1380	TRAFFIC CALMING MEASURES	91,248.36
1400	PARKS AND RECREATION FUND	108.36
1460	PARKING METER REVENUE FUND	3,267.00
1560	FORFEITURES & CONTRIBUTION FND	7,860.00
1570	INTERMODAL FACILITY OPERATION	18,787.50
1620	PUBLIC SAFETY & JUDICIAL GRANT	78,900.61
1630	COMBINED COMMUNICATIONS CENTER	331.29
1640	COMMUNICATIONS BLDG M&O FUND	12,422.05
1940	CHANNEL FIVE EQUIPMENT RESERVE	27,931.03
1970	FIRE/EMS FUND	55,253.33
3200	ARTERIAL STREET FUND	868,111.57
4100	WATER DIVISION	237,989.62
4250	INTEGRATED CAPITAL MANAGEMENT	790,546.20
4300	SEWER FUND	229,774.72
4480	SOLID WASTE FUND	115,630.39
4700	DEVELOPMENT SVCS CENTER	11,609.45
5100	FLEET SERVICES FUND	164,271.08
5110	FLEET SVCS EQUIP REPL FUND	17,048.73
5200	PUBLIC WORKS AND UTILITIES	187.88
5300	IT FUND	127,486.58
5310	IT CAPITAL REPLACEMENT FUND	20,783.33
5800	RISK MANAGEMENT FUND	48,124.75
5810	WORKERS' COMPENSATION FUND	333,655.81
5830	EMPLOYEES BENEFITS FUND	864,578.96
5900	ASSET MANAGEMENT FUND OPS	1,116.25
5903	PROPERTY ACQUISITION FIRE	6,464.07
6070	FIREFIGHTERS' PENSION FUND	127,114.69
6080	POLICE PENSION FUND	53,548.29
6960	SALARY CLEARING FUND NEW	1,534.89
TOTAL:		4,745,288.67

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 19

DATE: 05/17/21
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

05/17/21
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

LEE & HAYES PC	LEGAL SERVICES ACH PMT NO. - 80090307	1,800.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80090391	11,495.00
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80090313	2,691.08
TOTAL FOR 0020 - NONDEPARTMENTAL		15,986.08

0100 - GENERAL FUND

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80090396	209,259.56
TOTAL FOR 0100 - GENERAL FUND		209,259.56

0300 - HUMAN SERVICES

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80090384	96.98
TOTAL FOR 0300 - HUMAN SERVICES		96.98

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80090397	288.86
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		288.86

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80090260	26.68
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80090267	234.76
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80090399	1,525.00
TOTAL FOR 0370 - ENGINEERING SERVICES		1,786.44

0410 - FINANCE

HONORABLE MAYOR
AND COUNCIL MEMBERS

05/17/21
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	MOBILE BROADBAND ACH PMT NO. - 80090350	85.05
---------	--	-------

TOTAL FOR 0410 - FINANCE		85.05
0470 - HISTORIC PRESERVATION		

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80090286	25.55
TOTAL FOR 0470 - HISTORIC PRESERVATION		25.55

0500 - LEGAL		

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80090397	154.58
TOTAL FOR 0500 - LEGAL		154.58

0520 - MAYOR		

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80090397	310.09
TOTAL FOR 0520 - MAYOR		310.09

0560 - MUNICIPAL COURT		

PITNEY BOWES	POSTAGE	
	CHECK NO. - 00579445	5,000.00
TOTAL FOR 0560 - MUNICIPAL COURT		5,000.00

0650 - PLANNING SERVICES		

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80090286	413.77
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80090384	96.98
TOTAL FOR 0650 - PLANNING SERVICES		510.75

0680 - POLICE		

ABM JANITORIAL SERVICES SOUTH	LAUNDRY/JANITORIAL SERVICES	
SOUTH CENTRAL INC dba	ACH PMT NO. - 80090333	3,166.97
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	
CBS REPORTING INC	ACH PMT NO. - 80090295	288.00
ALEXANDER GOOD DEPOT LLC	OPERATING RENTALS/LEASES	
C/O BLACK REALTY MGMT	ACH PMT NO. - 80090202	12,979.00
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES	

	ACH PMT NO. - 80090201	2,025.72
CARASOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80090203	2,987.72
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80090350	2,051.30
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090298	7.72
CRAIG HAMILTON	MINOR EQUIPMENT CHECK NO. - 00579400	101.83
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80090300	187.50
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80090330	3,000.00
GALLS LLC	CLOTHING ACH PMT NO. - 80090321	4,819.08
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80090303	604.83
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80090303	5,057.68
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80090302	28.97
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80090304	200.06
L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80090299	162.70
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80090324	91.01
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80090225	3,316.53
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80090308	163.35
PARABON NANOLABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80090327	2,600.00
SAFEGUARD BUSINESS SYSTEMS INC	OFFICE SUPPLIES CHECK NO. - 00579402	117.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80090311	109.32
ST ANN PARISH	OPERATING RENTALS/LEASES ACH PMT NO. - 80090243	475.00
TENICOR LLC	MINOR EQUIPMENT ACH PMT NO. - 80090314	1,171.89
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00579404	41.91

VERIZON WIRELESS LERT B	PROFESSIONAL SERVICES ACH PMT NO. - 80090317	50.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	9.06
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80090332	905.90
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80090250	1,122.00
TOTAL FOR 0680 - POLICE		47,842.30
0700 - PUBLIC DEFENDER		
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80090246	222.16
TOTAL FOR 0700 - PUBLIC DEFENDER		222.16
0750 - COMMUNITY/ECONOMIC DEV DVSN		
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80090293	84,819.01
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		84,819.01
1100 - STREET FUND		
GRAYBAR ELECTRIC COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090218	12,725.55
JOSEPH WRIGHT	PERMITS/OTHER FEES CHECK NO. - 00579370	102.00
MARVIN JAMES MASON	PERMITS/OTHER FEES CHECK NO. - 00579366	102.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80090198	49,989.18
HONORABLE MAYOR AND COUNCIL MEMBERS		05/17/21 PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
STELLAR INDUSTRIAL SUPPLY INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80090244	295.74
TOTAL FOR 1100 - STREET FUND		63,214.47
1380 - TRAFFIC CALMING MEASURES		
AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80090339	91,248.36
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		91,248.36

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80090350	108.36

TOTAL FOR 1400 - PARKS AND RECREATION FUND	108.36
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1460 - PARKING METER REVENUE FUND

EVERGREEN STATE TOWING LLC	CONTRACTUAL SERVICES	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80090214	3,267.00

TOTAL FOR 1460 - PARKING METER REVENUE FUND	3,267.00
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1560 - FORFEITURES & CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN	CONFIDENTIAL FUNDS	
CRAIG MEIDL TRUSTEE	CHECK NO. - 00579403	7,860.00

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	7,860.00
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1570 - INTERMODAL FACILITY OPERATION

STARPLEX CORP	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80090391	18,787.50

TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION	18,787.50
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

CARASOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80090203	64,486.00

LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80090226	3,785.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YWCA	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80090250	10,629.26

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	78,900.61
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1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00579399	291.28

VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80090316	40.01

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	331.29
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1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80090199	8,488.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80090199	388.88
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80090213	2,035.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80090301	693.81
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090301	129.35
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80090223	686.07
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		12,422.05

1940 - CHANNEL FIVE EQUIPMENT RESERVE

FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO. - 80090306	21,566.42
SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES ACH PMT NO. - 80090312	6,364.61
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		27,931.03

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80090197	17.15
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANTHONY BAJADALI	LODGING ACH PMT NO. - 80090252	2,827.98
ANTHONY BAJADALI	PER DIEM ACH PMT NO. - 80090252	1,512.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80090199	14,680.27
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80090199	6,604.29
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00579398	1,937.99
BRENNEN J COOKE	REGISTRATION/SCHOOLING ACH PMT NO. - 80090254	500.00
CENTURYLINK	TELEPHONE CHECK NO. - 00579399	658.66
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80090297	5,752.90

CLIFFORD YORK	REGISTRATION/SCHOOLING ACH PMT NO. - 80090259	750.00
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80090350	373.17
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80090208	343.04
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090208	383.38
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80090211	7.50
DUO-SAFETY LADDER CORP	OPERATING SUPPLIES CHECK NO. - 00579358	36.57
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80090213	2,340.00
ERIC REGALADO	REGISTRATION/SCHOOLING ACH PMT NO. - 80090258	152.00
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80090301	18.62
FASTENAL CO	OFFICE SUPPLIES ACH PMT NO. - 80090301	9.35
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80090301	3,098.98
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090301	283.58

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090301	170.29
GALLS LLC	CLOTHING ACH PMT NO. - 80090303	1,047.40
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090219	328.16
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090220	50.01
JASON W ARCHIBALD	LODGING ACH PMT NO. - 80090251	3,913.57
JASON W ARCHIBALD	PER DIEM ACH PMT NO. - 80090251	2,117.50
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80090223	1,094.45
MATTHEW KRONVALL	LODGING ACH PMT NO. - 80090256	209.48
MATTHEW KRONVALL	PER DIEM ACH PMT NO. - 80090256	192.50

NAPA AUTO PARTS	MINOR EQUIPMENT	
GENUINE PARTS CO	ACH PMT NO. - 80090230	108.42
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
GENUINE PARTS CO	ACH PMT NO. - 80090230	100.84
NATIONSERVE	BUILDING REPAIRS/MAINTENANCE	
OVERHEAD DOOR CORPORATION	CHECK NO. - 00579369	239.58
NATIONSERVE	REPAIR & MAINTENANCE SUPPLIES	
OVERHEAD DOOR CORPORATION	CHECK NO. - 00579369	438.67
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80090232	590.67
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80090309	245.03
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80090316	46.68
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80090316	2,068.90
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	3.25

TOTAL FOR 1970 - FIRE/EMS FUND

55,253.33

3200 - ARTERIAL STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANDERSON ENVIRONMENTAL CONSULTING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80090340	440.00
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80090266	14,278.72
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090322	212,882.99
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090325	330,287.42
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090320	295,156.92
POWER CITY ELECTRIC INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090328	15,065.52

TOTAL FOR 3200 - ARTERIAL STREET FUND

868,111.57

4100 - WATER DIVISION

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80090334	749.16
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090335	2,372.10
AVISTA UTILITIES	PUBLIC UTILITY SERVICE	

	ACH PMT NO. - 80090343	64.10
BONITA WAGONER 2226 S DEARBORN ST	REFUNDS CHECK NO. - 00579364	1,000.00
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090395	602.67
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80090347	878.30
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80090353	91,313.87
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090353	9,688.62
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80090354	39,586.92
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80090358	7.50
EDGE CONSTRUCTION SUPPLY	MINOR EQUIPMENT ACH PMT NO. - 80090360	2,193.36
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090362	1,028.39

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80090364	30,641.52
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090364	123.06
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80090221	467.19
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00579360	3,411.84
LUCY CO HOLDINGS LLC PO BOX 312	REFUNDS CHECK NO. - 00579362	376.52
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80090374	36,340.76
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090375	62.20
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80090378	2,264.87
REXEL INC DBA PLATT ELECTRIC SUPPLY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090282	1,669.69
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80090380	6,351.15
RYAN TREFFRY	PER DIEM CHECK NO. - 00579446	429.00
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00579368	1,532.86

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80090391	2,475.00
STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090244	146.44
STEVE MCDUGALL 3211 W LACROSSE AVE	REFUNDS CHECK NO. - 00579363	9.58
TIMOTHY LAFORCE	PERMITS/OTHER FEES CHECK NO. - 00579361	140.00
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090393	1,679.24
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80090249	383.71
TOTAL FOR 4100 - WATER DIVISION		237,989.62

4250 - INTEGRATED CAPITAL MANAGEMENT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANDERSON ENVIRONMENTAL CONSULTING LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090340	325.50
CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090395	686.31
CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00579378	256,987.02
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090216	7,487.00
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090322	246,547.00
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090319	83,030.50
LONGBALL INC dba SPOKANE INDIANS BASEBALL CLUB	CONTRACTUAL SERVICES ACH PMT NO. - 80090285	26,250.00
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80090320	47,795.07
STEVE MCDUGALL 3211 W LACROSSE AVE	REFUNDS CHECK NO. - 00579363	29.18
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80090288	118,133.62
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80090399	3,275.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		790,546.20

4300 - SEWER FUND

STEVE MCDOUGALL
3211 W LACROSSE AVE

REFUNDS
CHECK NO. - 00579363

35.46

TOTAL FOR 4300 - SEWER FUND

35.46

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090196	972.99
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80090343	1,531.87
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80090343	563.24
CENTURYLINK	TELEPHONE CHECK NO. - 00579443	330.52

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090346	244.04
D & L SUPPLY CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090210	98,826.75
DAVID HOOD	PERMITS/OTHER FEES ACH PMT NO. - 80090255	102.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80090358	15.00
DUKE'S ROOT CONTROL INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090359	3,267.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090362	54.43
L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80090227	9,400.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80090338	455.00
T-MOBILE	CELL PHONE CHECK NO. - 00579447	451.70
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80090397	2,496.32
WSF LLC dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80090400	60.61

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

118,771.47

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80090337	978.00
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	

	ACH PMT NO. - 80090348	3,394.87
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80090269	1,209.80
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80090367	6,085.73
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80090372	66,238.93
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80090375	451.06
OLIN CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE	
CHLOR ALKALI	ACH PMT NO. - 80090376	12,583.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRAFFIC SAFETY SUPPLY INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80090393	1,426.59
TREVOR HOLMES	MINOR SAFETY EQUIPMENT	
	CHECK NO. - 00579359	180.00
T-MOBILE	CELL PHONE	
	CHECK NO. - 00579447	11.01
VERIZON WIRELESS	TELEPHONE	
	ACH PMT NO. - 80090397	880.18
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL	
	ACH PMT NO. - 80090398	2,496.79

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	95,936.59
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80090343	2,603.81
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80090199	154.22
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00579443	363.87
DALLY ENVIRONMENTAL LLC	TESTING SERVICES	
	ACH PMT NO. - 80090269	1,209.79
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80090380	5,051.15
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80090397	325.40
VERIZON WIRELESS	TELEPHONE	
	ACH PMT NO. - 80090397	322.96

TOTAL FOR 4330 - STORMWATER	10,031.20
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4360 - ENVIRONMENTAL PROGRAMS

CLEANTECH ALLIANCE WASHINGTON	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80090349	5,000.00

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	5,000.00
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4480 - SOLID WASTE FUND

STEVE MCDOUGALL	REFUNDS	
3211 W LACROSSE AVE	CHECK NO. - 00579363	20.46

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4480 - SOLID WASTE FUND	20.46
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4490 - SOLID WASTE DISPOSAL

ELJAY OIL CO INC	LUBRICANTS	
	ACH PMT NO. - 80090361	444.04
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80090361	2,930.82
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80090362	635.03
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80090362	710.43
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80090362	713.02
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80090362	16.08
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80090323	778.04
MS SHAWN CLAYPOOL	WTE DISPOSAL	
933 E 40TH	CHECK NO. - 00579444	9.99
NATIONAL FILTER MEDIA	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80090373	89,790.55
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80090375	619.40
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80090377	2,096.33
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80090384	96.98
SPECIALTY MACHINING & MFG CO	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80090389	2,390.00
SPOKANE TIN & SHEET IRON WORKS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80090390	6,345.39
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80090393	381.15

TOTAL FOR 4490 - SOLID WASTE DISPOSAL		----- 107,957.25
4500 - SOLID WASTE COLLECTION		

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80090358	11.25
HONORABLE MAYOR AND COUNCIL MEMBERS		05/17/21 PAGE 16
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DRI STICK DECAL CORP	PRINTING/BINDING/REPRO	
DBA RYDIN DECAL	ACH PMT NO. - 80090240	6,015.00
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80090362	629.33
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	535.34
TOTAL FOR 4500 - SOLID WASTE COLLECTION		----- 7,190.92
4530 - SOLID WASTE LANDFILLS		

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80090350	105.00
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80090375	85.60
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80090393	271.16
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		----- 461.76
4700 - DEVELOPMENT SVCS CENTER		

BILLS HEATING AIR APPLIANCE REPAIR	PERMIT REFUNDS PAYABLE CHECK NO. - 00579389	30.00
COOPER GEORGE ATTN: OFFICE	PERMIT REFUNDS PAYABLE CHECK NO. - 00579385	50.00
DAVID DELAMATTER 2215 W CADEN RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00579391	650.00
MICHAEL GRAHAM 5308 W ARDEA LN	PERMIT REFUNDS PAYABLE CHECK NO. - 00579386	3,532.45
MOSER INC 10437 W WESTBOW	PERMIT REFUNDS PAYABLE CHECK NO. - 00579387	52.00
SAFEBUILT WASHINGTON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80090381	7,280.00
STURM HEATING & A/C 27251 52ND AVE NE	PERMIT REFUNDS PAYABLE CHECK NO. - 00579390	15.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 11,609.45

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00579376	459.15
HONORABLE MAYOR AND COUNCIL MEMBERS		05/17/21 PAGE 17
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ASSETWORKS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090261	1,873.08
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090262	967.57
BERGKAMP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090263	40.58
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090287	10,605.33
BRAD L WHITE dba SUPERIOR FLUID POWER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090287	408.38
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090272	11,110.65
BROADWAY INDUSTRIAL SUPPLY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090264	157.37
BUCHANAN AUTOMATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090265	149.32
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00579377	725.55
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090268	8,865.45
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090268	2,332.55
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00579380	681.97
FLEET SERVICES IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00579382	4.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090273	399.62
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090270	6,001.05
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090274	583.26
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090275	668.53
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090276	813.74
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80090277	511.43
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090277	301.03

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090326	469.09
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090279	517.37
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00579392	106.82
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090280	20,694.05
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090280	1,273.73
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090281	23,660.40
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090281	3,301.03
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090283	783.53
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090329	19,630.33
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090284	10,654.27
SPECIAL ASPHALT PRODUCTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090242	767.75
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090289	75.13
THOMASON & ASSOCIATES DBA NATURAL GAS VEHICLE	REGISTRATION/SCHOOLING ACH PMT NO. - 80090331	29,025.00
TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80090290	709.65
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090290	1,106.54
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090291	2,067.90
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00579449	526.53
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090292	1,242.35

TOTAL FOR 5100 - FLEET SERVICES FUND 164,271.08

5110 - FLEET SVCS EQUIP REPL FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAPE MACHINERY INC	RENTAL/LEASE-VEHICLE/EQUIPMENT	
	ACH PMT NO. - 80090236	17,048.73

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		17,048.73

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80090358	11.25
STEVE MCDUGALL	REFUNDS	
3211 W LACROSSE AVE	CHECK NO. - 00579363	10.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80090397	166.63

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		187.88

5300 - IT FUND

AT&T	TELEPHONE	
	CHECK NO. - 00579441	313.21
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00579442	50.53
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80090350	765.27
GOVERNMENTJOBS COM INC	SOFTWARE MAINTENANCE	
dba NEOGOV	CHECK NO. - 00579401	62,028.24
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80090384	62,996.96
ZAYO GROUP HOLDINGS INC	TELEPHONE	
	ACH PMT NO. - 80090318	1,332.37

TOTAL FOR 5300 - IT FUND		127,486.58

5310 - IT CAPITAL REPLACEMENT FUND

INTELLECTYX INC	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80090305	20,783.33

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		20,783.33

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80090315	48,124.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND 48,124.75

5810 - WORKERS' COMPENSATION FUND

GALLS LLC	INSURANCE CLAIMS ACH PMT NO. - 80090303	602.71
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00579448	133,835.12
WA STATE DEPT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00579448	199,217.98
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		333,655.81

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80090357	26,359.89
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80090371	275,123.23
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80090310	563,095.84
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		864,578.96

5900 - ASSET MANAGEMENT FUND OPS

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80090391	1,116.25
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		1,116.25

5903 - PROPERTY ACQUISITION FIRE

CASCADE RESCUE COMPANY	MINOR EQUIPMENT ACH PMT NO. - 80090296	2,003.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090217	112.27
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80090299	283.41
M & M EXTENDO LLC, DBA EXTENDOBED	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00579365	2,310.00
POWER MACHINE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80090239	113.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POWER MACHINE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80090239	1,257.80
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	178.27

WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	205.59
	-	

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	6,464.07
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6200 - FIREFIGHTERS' PENSION FUND

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579381	35,440.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579381	6,362.00
HOME CARE ASSISTANCE OF WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579383	384.35
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80090278	5,000.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80090278	3,850.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80090310	63,772.37
RICHARD SCHUERMAN	SERVICE REIMBURSEMENT CHECK NO. - 00579394	55.97
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579395	7,550.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579395	4,700.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	127,114.69	

6300 - POLICE PENSION

CREATIVE NETWORKS LLC dba RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00579379	880.27
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579381	8,280.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579381	1,705.00
GREGORY C HARSHMAN	SERVICE REIMBURSEMENT ACH PMT NO. - 80090294	220.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80090310	26,447.52
PURITYS CALICO COTTAGE AFH LLC	SERVICE REIMBURSEMENT CHECK NO. - 00579393	10,000.00
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00579396	4,573.50

WATERFORD ON SOUTH HILL SPE	SERVICE REIMBURSEMENT	
DBA TOUCHMARK ON SOUTH HILL	CHECK NO. - 00579396	1,442.00

TOTAL FOR 6300 - POLICE PENSION	-----	53,548.29
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6960 - SALARY CLEARING FUND NEW

GORDON AYLWORTH & TAMI PC	ASSET ACCEPTANCE, LLC	
	CHECK NO. - 00579440	1,534.89

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	-----	1,534.89
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TOTAL CLAIMS	-----	4,745,288.67
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	931.51		185.46
00579356	BOUND TREE MEDICAL LLC	551.53		
00579357	CENTURYLINK	274.03		
00579358	DUO-SAFETY LADDER CORP	36.57		
00579359	TREVOR HOLMES	180.00		
00579360	KELLER SUPPLY COMPANY	3,411.84		
00579361	TIMOTHY LAFORCE	140.00		
00579362	LUCY CO HOLDINGS LLC	376.52		
00579363	STEVE MCDUGALL	104.68		
00579364	BONITA WAGONER	1,000.00		
00579365	M & M EXTENDO LLC, DBA	2,310.00		
00579366	MARVIN JAMES MASON	102.00		
00579367	SPOKANE CITY TREASURER	619.12		
00579368	SPOKANE CITY TREASURER	913.74		
00579369	NATIONSERVE	678.25		
00579370	JOSEPH WRIGHT	102.00		
00579371	BPR CUMULUS LLC		3,090.00	
00579372	CENTURYLINK		208.34	
00579373	LIBERTY MUTUAL GROUP		520.00	
00579374	STEPHEN PITTERS		50.00	
00579375	WA STATE PATROL		11.00	
00579376	ADVANCE AUTO PARTS	459.15		
00579377	C & B UPHOLSTERY INC	725.55		
00579378	CH2M HILL ENGINEERS INC	256,987.02		
00579379	CREATIVE NETWORKS LLC	880.27		
00579380	DIRECT AUTOMOTIVE DISTRIBUTI	681.97		
00579381	FAIRWINDS SPOKANE LLC	51,787.00		
00579382	FLEET SERVICES IMPREST FUND	4.00		
00579383	HOME CARE ASSISTANCE OF	384.35		
00579385	COOPER GEORGE	50.00		
00579386	MICHAEL GRAHAM	3,532.45		
00579387	MOSER INC	52.00		
00579388	BILLS HEATING AIR APPLIANCE	15.00		
00579389	BILLS HEATING AIR APPLIANCE	15.00		
00579390	STURM HEATING & A/C	15.00		
00579391	DAVID DELAMATTER	650.00		
00579392	O'REILLY AUTOMOTIVE STORES I	106.82		
00579393	PURITYS CALICO COTTAGE AFH L	10,000.00		
00579394	RICHARD SCHUERMAN	55.97		
00579395	SNOW PEAK 1 LIBERTY LAKE REA	12,250.00		
00579396	WATERFORD ON SOUTH HILL SPE	6,015.50		
00579398	BOUND TREE MEDICAL LLC	1,386.46		
00579399	CENTURYLINK	675.91		
00579400	CRAIG HAMILTON	101.83		
00579401	GOVERNMENTJOBS COM INC	62,028.24		
00579402	SAFEGUARD BUSINESS SYSTEMS I	117.25		
00579403	CRAIG MEIDL OR JUSTIN LUNDGR	7,860.00		
00579404	UNITED PARCEL SERVICE	41.91		
00579440	GORDON AYLWORTH & TAMI PC	1,534.89		
00579441	AT&T	313.21		
00579442	AT&T MOBILITY	50.53		
00579443	CENTURYLINK	694.39		
00579444	MS SHAWN CLAYPOOL	9.99		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00579445	PITNEY BOWES	5,000.00		
00579446	RYAN TREFFRY	429.00		
00579447	T-MOBILE	462.71		
00579448	WA STATE DEPT OF LABOR &	333,053.10		
00579449	WA STATE DEPT OF REVENUE	526.53		
00579451	ABADAN REPROGRAPHICS			561.88
00579452	ATLAS SAND AND ROCK INC			3,015.83
00579453	BALL HORTICULTURAL CO			1,996.01
00579454	CENTURYLINK			298.72
00579455	WATERCO OF THE PACIFIC NORTH			24.94
00579456	GOLF COURSE SUPERINTENDENT			260.00
00579457	STATE OF WASHINGTON			20.00
00579458	GROUP W MARKETING INC			500.00
00579459	SPOKANE REGIONAL HEALTH DIST			850.00
00579460	SPOKANE REGIONAL HEALTH DIST			850.00
00579461	SPOKANE REGIONAL HEALTH DIST			590.00
00579462	SPOKANE REGIONAL HEALTH DIST			850.00
00579463	SPOKANE REGIONAL HEALTH DIST			850.00
00579464	STORE SUPPLY WAREHOUSE LLC			13.00
00579465	SWIRE PACIFIC HOLDINGS, INC			521.79
00579466	THE TOLEDO TICKET CO			87.73
00579467	VISIONARY COMMUNICATIONS, IN			589.73
00579468	WA STATE DEPT OF REVENUE			100,371.30
00579469	WAYNE CARVER WOODWORKING/			481.88
00579470	WILDWOOD PLAYGROUNDS			3,570.83
00579471	HABITAT FOR HUMANITY SPOKANE			
80090196	ACTION MATERIALS	1,127.28		
80090197	ALSCO DIVISION OF ALSCO INC	17.15		
80090198	NORTHWEST INDUSTRIAL SERVICE	49,989.18		
80090199	AVISTA UTILITIES	34,803.10	4,208.22	
80090200	BAKER & TAYLOR BOOKS		5,675.27	
80090201	BEACON SERVICE INC	2,025.72		
80090202	ALEXANDER GOOD DEPOT LLC	12,979.00		
80090203	CARAHSOFT TECHNOLOGY CORP	67,473.72		
80090204	CDW GOVERNMENT INC		9,984.59	
80090205	CENGAGE LEARNING INC		440.87	
80090206	CINTAS CORPORATION NO 3	449.90		
80090207	CITY SERVICE VALCON LLC	4,063.85		
80090208	CONTROL SOLUTIONS NW INC	726.42		
80090209	CORE & MAIN LP	15,437.75		
80090210	D & L SUPPLY CO INC	98,826.75		
80090211	DEVRIES INFORMATION MANAGEME	7.50		
80090212	TARA DOWD		5,054.00	
80090213	ENVIRONMENT CONTROL OF SPOKA	4,375.00		
80090214	EVERGREEN STATE TOWING LLC	3,267.00		
80090215	FASTENAL CO	1,204.50		
80090216	GEO ENGINEERS INC	7,487.00		
80090217	GORDON TRUCK CENTERS INC DBA	112.27		
80090218	GRAYBAR ELECTRIC COMPANY INC	12,725.55		
80090219	HUGHES FIRE EQUIPMENT INC	328.16		
80090220	INLAND PACIFIC HOSE & FITTIN	50.01		
80090221	INLAND POWER & LIGHT CO	467.19		
80090222	KANOPY INC		2,753.00	

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80090223	KEYSTONE LAWN & TREE CARE	1,780.52		

80090224	LANGUAGE LINE SERVICES	26.54	
80090225	LAURI WEINMANN	3,316.53	
80090226	LUTHERAN COMMUNITY SERVICES	3,785.35	
80090227	L&T TRUCK DRIVER TRAINING IN	9,400.00	
80090228	MICROSOFT CORPORATION		5,003.00
80090229	MIDWEST TAPE		9,233.95
80090230	NAPA AUTO PARTS	209.26	
80090231	NEPTUNE TECHNOLOGY GROUP INC	18,711.20	
80090232	NORCO INC	631.86	
80090233	OCLC INC		3,575.16
80090234	OVERDRIVE INC		13,418.30
80090235	OXARC INC	1,378.81	
80090236	PAPE MACHINERY INC	17,048.73	
80090237	PARABON NANOLABS INC	1,700.00	
80090238	POINTE PEST CONTROL	114.35	
80090239	POWER MACHINE SERVICE INC	1,371.53	
80090240	DRI STICK DECAL CORP	6,015.00	
80090241	DR LOUIS C SOWERS	1,800.00	
80090242	SPECIAL ASPHALT PRODUCTS	767.75	
80090243	ST ANN PARISH	475.00	
80090244	STELLAR INDUSTRIAL SUPPLY IN	442.18	
80090245	STRATA GEOTECHNICAL ENGINEER		1,680.00
80090246	THOMSON WEST	222.16	
80090247	WALKER CONSTRUCTION INC		1,822,807.96
80090248	WEST CENTRAL COMMUNITY	452.95	
80090249	WEST PLAINS/AIRPORT AREA	383.71	
80090250	YWCA	11,751.26	
80090251	JASON W ARCHIBALD	6,031.07	
80090252	ANTHONY BAJADALI	4,340.48	
80090253	CATHERINE G BAKKEN		22.40
80090254	BRENNEN J COOKE	500.00	
80090255	DAVID HOOD	102.00	
80090256	MATTHEW KRONVALL	401.98	
80090257	ANA L KRUGER		79.80
80090258	ERIC REGALADO	152.00	
80090259	CLIFFORD YORK	750.00	
80090260	ARAMARK UNIFORM SERVICES	26.68	
80090261	ASSETWORKS	1,873.08	
80090262	BATTERY SYSTEMS INC	967.57	
80090263	BERGKAMP INC	40.58	
80090264	BROADWAY INDUSTRIAL SUPPLY L	157.37	
80090265	BUCHANAN AUTOMATION	149.32	
80090266	COMMONSTREET CONSULTING LLC	14,278.72	
80090267	COPIERS NORTHWEST INC	234.76	
80090268	CUMMINS NORTHWEST LLC	11,198.00	
80090269	DALLY ENVIRONMENTAL LLC	2,419.59	
80090270	GWP HOLDINGS LLC	6,001.05	
80090271	GARCO CONSTRUCTION INC		1,141,008.43
80090272	BRIDGESTONE AMERICAS INC	11,110.65	
80090273	GORDON TRUCK CENTERS INC DBA	399.62	
80090274	INDUSTRIAL BOLT & SUPPLY INC	583.26	
80090275	MCCLOUGHLIN & EARDLEY GROUP	668.53	

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 05/17/21
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80090276	MOTION AUTO SUPPLY	813.74		
80090277	NAPA AUTO PARTS	812.46		
80090278	NORTH RIDGE HOUSE INC	8,850.00		
80090279	OWEN EQUIPMENT CO	517.37		
80090280	PACWEST MACHINERY LLC	21,967.78		

80090281	PAPE MACHINERY INC	26,961.43
80090282	REXEL INC	1,669.69
80090283	RACOM CORPORATION	783.53
80090284	SOLID WASTE SYSTEMS INC	10,654.27
80090285	LONGBALL INC dba	26,250.00
80090286	COWLES PUBLISHING COMPANY	439.32
80090287	BRAD L WHITE	11,013.71
80090288	SYSTEMS AND SOFTWARE INC	118,133.62
80090289	TACOMA SCREW PRODUCTS INC	75.13
80090290	TITAN TRUCK EQUIPMENT	1,816.19
80090291	TRANSPORT EQUIPMENT INC	2,067.90
80090292	WENDLE FORD NISSAN ISUZU	1,242.35
80090293	WEST PLAINS/AIRPORT AREA	84,819.01
80090294	GREGORY C HARSHMAN	220.00
80090295	ACRANET CBS BRANCH/DIV OF	288.00
80090296	CASCADE RESCUE COMPANY	2,003.00
80090297	CITY SERVICE VALCON LLC	1,689.05
80090298	COPIERS NORTHWEST INC	7.72
80090299	L N CURTIS & SONS	446.11
80090300	DEVRIES INFORMATION MANAGEME	187.50
80090301	FASTENAL CO	3,713.62
80090302	GORLEY LOGISTICS LLC	28.97
80090303	GALLS LLC	8,242.73
80090304	GRAINGER INC	200.06
80090305	INTELLECTYX INC	20,783.33
80090306	FRIENDS OF KSPS	21,566.42
80090307	LEE & HAYES PC	1,800.00
80090308	LEXIS-NEXIS RISK & ANALYTICS	163.35
80090309	POINTE PEST CONTROL	130.68
80090310	PREMERA BLUE CROSS OR	653,315.73
80090311	SPOKANE COUNTY TREASURER	109.32
80090312	SPOKANE PUBLIC SCHOOLS	6,364.61
80090313	SUMMIT LAW GROUP PLLC	2,691.08
80090314	TENICOR LLC	1,171.89
80090315	US BANK OR CITY TREASURER	48,124.75
80090316	VERIZON WIRELESS	2,155.59
80090317	VERIZON WIRELESS LERT B	50.00
80090318	ZAYO GROUP HOLDINGS INC	1,332.37
80090319	LARIVIERE INC	210,934.64
80090320	MAX J KUNEY COMPANY	342,951.99
80090321	GALLS LLC	3,888.97
80090322	HALME CONSTRUCTION INC	459,429.99
80090323	KENWORTH SALES COMPANY	778.04
80090324	LANGUAGE LINE SERVICES	64.47
80090325	LARIVIERE INC	202,383.28
80090326	NOVUS AUTO GLASS	469.09
80090327	PARABON NANOLABS INC	900.00
80090328	POWER CITY ELECTRIC INC	15,065.52

REPORT: PG3640	CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80090329	SOLID WASTE SYSTEMS INC	19,630.33		
80090330	DR LOUIS C SOWERS	1,200.00		
80090331	THOMASON & ASSOCIATES	29,025.00		
80090332	WEST CENTRAL COMMUNITY	452.95		
80090333	ABM JANITORIAL SERVICES SOUT	3,166.97		
80090334	ACCESS INFORMATION HOLDINGS	749.16		
80090335	ACTION MATERIALS	2,217.81		
80090336	ALLIED ENVELOPE			44.67
80090337	ALS LABORATORY GROUP	978.00		

80090338	NORTHWEST INDUSTRIAL SERVICE	455.00	
80090339	AMERICAN TRAFFIC SOLUTIONS I	91,248.36	
80090340	ANDERSON ENVIRONMENTAL	765.50	
80090341	ARTISANS INC		1,053.66
80090342	AURORA WORLD INC		1,302.22
80090343	AVISTA UTILITIES	276.52	
80090344	A-L COMPRESSED GASES		117.61
80090345	CATHOLIC CHARITIES		
80090346	CPM DEVELOPMENT CORP DBA	244.04	
80090347	CINTAS CORPORATION NO 3	428.40	
80090348	CITY SERVICE VALCON LLC	3,394.87	6,220.78
80090349	CLEANTECH ALLIANCE WASHINGTO	5,000.00	
80090350	COMCAST	3,488.15	702.08
80090351	COMMUNITY HEALTH ASSOCIATION		
80090352	STEVE CONNER		14,022.23
80090353	CONSOLIDATED SUPPLY CO	101,002.49	
80090354	CORE & MAIN LP	24,149.17	
80090355	CREEK AT QUALCHAN GOLF COURS		15,557.75
80090356	DAY WIRELESS SYSTEMS/DIV OF		438.32
80090357	DELTA DENTAL OF WASHINGTON	26,359.89	
80090358	DEVRIES INFORMATION MANAGEME	45.00	
80090359	DUKE'S ROOT CONTROL INC	3,267.00	
80090360	EDGE CONSTRUCTION SUPPLY	2,193.36	
80090361	ELJAY OIL CO INC	3,374.86	
80090362	FASTENAL CO	3,272.57	
80090363	ENCORE VENTURES LLC		151.38
80090364	H D FOWLER COMPANY	30,764.58	
80090365	HELENA AGRI-ENTERPRISES		5,910.28
80090366	HORIZON DISTRIBUTORS		744.06
80090367	INLAND ENVIRONMENTAL RESOURC	6,085.73	
80090368	INLAND POWER & LIGHT CO		104.36
80090369	INTERFAITH HOSPITALITY		
80090370	INT'L LEISURE CONSULTANTS IN		525.00
80090371	KAISER FOUNDATION HEALTH PLA	275,123.23	
80090372	KEMIRA WATER SOLUTIONS INC	66,238.93	
80090373	NATIONAL FILTER MEDIA	89,790.55	
80090374	NEPTUNE TECHNOLOGY GROUP INC	17,629.56	
80090375	NORCO INC	1,177.07	
80090376	OLIN CORPORATION	12,583.63	
80090377	ORCA PACIFIC INC	2,096.33	
80090378	OXARC INC	886.06	6.21
80090379	PLANET TURF		696.96
80090380	ROGUE HEART MEDIA INC	11,402.30	
80090381	SAFEBUILT WASHINGTON LLC	7,280.00	

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80090382	THE SALVATION ARMY			
80090383	SANDBAGGERS CLUB LLC			11,799.54
80090384	SHI CORP	63,287.90		
80090385	SIMPLOT PARTNERS			3,247.03
80090386	SITEONE LANDSCAPE SUPPLY LLC			1,142.47
80090387	SPOKANE NEIGHBORHOOD ACTION			
80090388	SOIL TECHNOLOGIES CORP			635.14
80090389	SPECIALTY MACHINING & MFG CO	2,390.00		
80090390	SPOKANE TIN & SHEET IRON WOR	6,345.39		
80090391	STARPLEX CORP	33,873.75		
80090392	T & T GOLF MANAGEMENT INC			18,671.12
80090393	TRAFFIC SAFETY SUPPLY INC	3,758.14		
80090394	TRANSITIONS DBA TRANSITIONAL			

80090395	CENTURY WEST ENGINEERING COR	1,288.98		
80090396	US BANK P CARD PAYMENTS	209,259.56		
80090397	VERIZON WIRELESS	4,945.02		
80090398	WASTE MANAGEMENT OF WA DBA	2,496.79		
80090399	WESTCOTT CONSULTING GROUP LL	4,800.00		
80090400	WSF LLC	60.61		
80090401	WILBUR ELLIS COMPANY			2,591.44
80090402	WILDROSE LTD dba			1,175.78
80090403	YFA CONNECTIONS			
80090404	YWCA			
		-----	-----	-----
		4,745,288.67	3,028,824.29	203,349.19
				=====
			CITYWIDE TOTAL:	8,445,411.04

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

05/24/2021

Date Rec'd

5/20/2021

Clerk's File #

CPR 2021-0003

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

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES 6320

Project #**Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: May 15, 2021.
Payroll check #559127 through check #559245 \$7,654,411.69

Summary (Background)

N/A

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 7,654,411.69

N/A

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PAYROLL RECAP BY FUND
PAY PERIOD ENDING MAY 15TH, 2021

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	9,900.25
0230	CIVIL SERVICE	31,795.40
0260	CITY CLERK	18,203.62
0320	COUNCIL	48,919.22
0330	PUBLIC AFFAIRS / COMMUNICATIONS	31,532.80
0370	ENGINEERING SERVICES	176,967.47
0410	FINANCE	34,780.01
0430	GRANTS MNGMT & FINANCIAL ASSIST	11,554.40
0450	CD/HS DIVISION	8,461.60
0470	HISTORIC PRESERVATION	5,403.20
0500	LEGAL	125,949.89
0520	MAYOR	28,309.60
0550	NEIGHBORHOOD SERVICES	10,817.60
05601	MUNICIPAL COURT	115,736.87
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,834.40
0620	HUMAN RESOURCES	32,414.45
0650	PLANNING SERVICES	43,356.28
0680	POLICE	1,758,303.90
0690	PROBATION SERVICES	38,686.42
0700	PUBLIC DEFENDERS	85,878.55
0750	ECONOMIC DEVELOPMENT	3,601.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,627,407.53

FUND	FUND NAME	TOTAL
1100	STREET	247,550.02
1200	CODE ENFORCEMENT	45,917.50
1300	LIBRARY	183,395.29
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	286,904.43
1460	PARKING METER	34,986.51
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	14,408.12
1625	PUBLIC SAFETY PERSONNEL	110,747.40
1630	COMBINED COMMUNICATIONS CENTER	46,243.31
1680	CD/HS	55,106.18
1970	EMS FUND	1,620,999.40
4100	WATER	425,228.34
4250	INTEGRATED CAPITAL FUND	44,225.44
4300	SEWER	522,802.28
4480	REFUSE	586,239.31
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	55,514.37
4700	GENERAL SERVICES FUND	159,154.74
5100	FLEET SERVICE	98,849.61
5200	PUBLIC WORKS & UTILITY FUND	43,497.75
5300	MIS	193,688.43
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	20,116.80
5600	ACCOUNTING SERVICES	108,308.08
5700	MY SPOKANE	27,650.84
5750	PROJECT MANAGEMENT OFFICE	25,523.20
5810	WORKER'S COMPENSATION	16,838.40
5830	SELF-FUNDED MEDICAL/DENTAL	9,164.80
5900	ASSET MANAGEMENT	23,602.00
6060	CITY RETIREMENT	11,236.01
6750	REGIONAL PLAN	0.00
	TOTAL	7,654,411.69

MINUTES OF SPOKANE CITY COUNCIL

Monday, May 10, 2021

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 Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs attended in the Council Chambers and participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

PROCLAMATIONS

May 10-16, 2021 *Navy Week*

Council Member Cathcart read the proclamation. The United States Navy protects and defends America on the world's oceans and is ready to defend Americans at all times and is deployed around the world around the clock. The proclamation urges the citizens of Spokane to join in showing appreciation to our Navy by observing this week. No individuals were present virtually to accept the proclamation.

May 2021 *Asian American and Pacific Islander Month*

Council Member Wilkerson read the proclamation. Asian American and Pacific Islander Heritage Month, a celebration of Asian Americans and Pacific Islanders (AAPI) in the United States, takes place annually during May, the month chosen in honor of the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the Transcontinental Railroad on May 10, 1869, where a majority of the workers who laid the tracks were Chinese and Japanese immigrants. Pam Tijama Praeger accepted the proclamation and provided commentary.

Advance Agenda Review

The City Council received an overview from staff on the May 17, 2021, Advance Agenda items.

Action to Approve May 17, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the May 17, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Burke, seconded by Council Member Kinnear, **to approve** the Advance Agenda for Monday, May 17, 2021; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the May 10, 2021, Current Consent Agenda.

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Two-year Value Blanket with Hitachi Zosen Invova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2021, through June 30, 2023—not to exceed \$600,000 (plus tax). (OPR 2021-0301 / ITB 5383-21)

Value Blanket Renewals with Specialty Asphalt for the Street Department utilizing State Contract #01211 for:

- a. SA Premier Crack Sealant—not to exceed \$125,000. (OPR 2020-0414)
- b. Nuvo Gap—not to exceed \$80,000. (OPR 2020-0354)

Contract with Frank Gurney Inc. (Spokane Valley, WA) for needed guardrail repair services—not to exceed \$60,000. (OPR 2021-0302 / PW ITB 5407-21)

Amendment to Memorandum of Understanding with James E. Chase Youth Commission and Chase Youth Foundation to guarantee \$45,000 in funds through 2024, and prevent need to present an annual allocation of funds to Council for approval in 2022, 2023, and 2024—\$45,000 annually. (OPR 2019-0963)

Six-month Contract Extension with Duncan Parking Technologies, Inc., a subsidiary of CivicSmart, Inc. (Milwaukee, WI), for support and services for DPT Duncan Liberty meters for Parking Services—\$22,176. (OPR 2013-0460)

Contract with CompuNet, Inc. (Grangeville, ID) for purchase of Cisco wireless access points hardware and three years required Cisco licensing utilizing WA#05819 NASPO Contract AR3277—\$104,991.06 (incl. tax) and is fully covered by replacement funds. (OPR 2021-0303)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 30, 2021, total \$5,403,893.48 (Check Nos. 579080 – 579222; ACH Payment Nos. 89712 – 89939), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,148,314.92. (CPR 2021-0002)
- b. Payroll claims of previously approved obligations through May 1, 2021: \$17,140,202.50 (Payroll Check Nos. 558951 – 559125). (CPR 2021-0003)

City Council Meeting Minutes: April 29, 2021. (CPR 2021-0013)

BOARDS AND COMMISSIONS APPOINTMENTS

Plan Commission (CPR 1981-0295) and West Quadrant TIF Project Advisory Committee (CPR 2007-0039)

Upon Unanimous Voice Vote, the City Council **approved** (and thereby confirmed) the following appointments and reappointments:

Plan Commission (CPR 1981-0295)

- Appointment of Jesse Bank to a three-year term, to begin on May 12, 2021, and expire on December 31, 2024.
- Appointment of Tim Williams to a three-year term, to begin on May 12, 2021, and expire on December 31, 2024.

West Quadrant TIF Project Advisory Committee (CPR 2007-0039)

- Reappointment of Kimberly Lawrence to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Kelly Cruz to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Amanda Richardson to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Vickie Munch to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Alan Chatham to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Michael Pflieger to a three-year term, to serve from April 10, 2021, to April 9, 2024.
- Reappointment of Fran Papenleur to a three-year term, to serve from April 10, 2021, to April 9, 2024.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

There were no **Resolutions**.

FINAL READING ORDINANCES

Final Reading Ordinance C36045 (Council Sponsor: Council Member Wilkerson)

Upon consideration of Final Reading Ordinance C36045, the following action occurred:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36045** relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08.115

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

FIRST READING ORDINANCES

The following Ordinance was read for the first time with further action deferred:

ORD C36047 Relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565, 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date. (Council Sponsors: Council Members Kinnear and Stratton)

There were no **Special Considerations**.

There were no **Hearings**.

There was no **Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Briefing/Administrative Session of the Spokane City Council adjourned at 3:59 p.m. No Executive Session was held. The regularly scheduled 6:00 p.m. Legislative Session of City Council was canceled.

Minutes prepared and submitted for publication in the May 19, 2021, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2021.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, May 20, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:04 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, and Stratton were present via Webex. Council Member Wilkerson arrived at 11:09 a.m. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee’s Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The purpose of the meeting was to hold discussion on the following topic:

- Joint Park Board Meeting

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 12:02 p.m.

Minutes prepared and submitted for publication in the May 26, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

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

5/24/2021

Date Rec'd

5/21/2021

Clerk's File #

OPR 2018-0628

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

FACILITIES MANAGEMENT

Contact Name/Phone

DAVE STEELE

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5900 - PROPERTY LEASE EXTENSION WITH ULUPALAKUA RANCH

Agenda Wording

This property lease provides the current location for Envision Spokane. This is a 90-day extension beginning June 1st and terminating August 31st, with an option to terminate early.

Summary (Background)

The City of Spokane, Spokane County, and Workforce are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the lease to Spokane County. This extension provides 90 days to complete the leasing process with Spokane County, and allows for a termination each month, in the event that Spokane County completes their leasing process sooner than 90 days.

Lease? Yes

Grant related? No

Public Works? No

Fiscal Impact

Expense \$ 48,960

Select \$

Select \$

Select \$

Budget Account

99999

#

#

#

Approvals**Dept Head****Division Director****Finance****Legal****For the Mayor****Additional Approvals****Purchasing**

Accounting - Lease

Council Notifications**Study Session\Other**

PIES 5-24-2021

Council Sponsor

CP Beggs

Distribution List

bbeggs@spokanecity.org; hallers@spokanecity.org

twallace@spokanecity.org; pingiosi@spokanecity.org

jteal@spokanecity.org; dsteele@spokanecity.org

mhughes@spokanecity.org;

kbustos@spokanecity.org

pwarfield@spokanecity.org; ablain@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Finance / Facilities
Subject:	EnVision Center Lease Costs
Date:	05/24/2021
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	PIES / Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO for EnVision Center Lease Costs
<p><u>Background/History:</u></p> <p>The Spokane EnVision Center is a regional integrated social service site. The City entered the original lease for the site from September 2018 through November 2020. This was later extended through May 2021. The City is currently working with Spokane County and Spokane Workforce Council to secure the site for 2 years, with Spokane County as the leaseholder.</p> <p>The City funded the original term of the lease from one-time monies intended to address affordable housing needs. The subsequent six-month lease extension from Nov. 2010 through May 2021, was funded from contributions received from the Spokane Workforce Council. The funding strategy for next two years, June 1, 2021 through May 31, 2023, is for equal contributions provided from Spokane City, Spokane County, and Spokane Workforce Council.</p>	
<p><u>Executive Summary:</u></p> <p>The following request is to approve an appropriation of \$77,500 for monthly lease costs to continue the support of the Spokane Envision Center through the remainder of 2021. The City would fund \$43,750 of this amount from its Unappropriated General Fund Balance, and the remaining \$33,750 would be funded from contributions from Spokane County and Spokane Workforce Council. This assumes that the City processes the monthly lease cost June through August, and then contributes its share to the County to process the monthly lease cost September through December, when they are the leaseholder.</p> <p>If Spokane Envision Center can acquire alternative funding, such as a federal or local grant, the City would be reimbursed. It is envisioned that by May 2023, the Spokane Envision Center is a self-sufficient and sustainable program for the region.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Reclassify current expenses</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>	



City of Spokane

**THIRD AMENDMENT TO LEASE
AGREEMENT**

Title: 130 SOUTH ARTHUR

This Third Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur for a term of October 1, 2018 through September 30, 2020; and

WHEREAS, the parties have twice amended the Lease Agreement to extend the term of the lease through May 31, 2021; and

WHEREAS, the parties wish to extend the term of the lease a third time for an additional three months, thus the original Lease Agreement 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 Lease Agreement, effective on September 20, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2021.

3. AMENDMENT.

The parties agree that the lease term in Section 1 of the Lease Agreement entered into on September 20, 2018 and amended twice by the parties shall be extended beyond its current expiration date of May 31, 2021 for an additional three months commencing on June 1, 2021 and expiring on August 31, 2021. The City may terminate the lease agreement prior to the August 31, 2021 termination date by providing written notice by the 20th of the month, thereby terminating the remaining month(s) of the lease term. The monthly lease amount shall be \$16,320 for a total of \$48,960. The parties reserve the right to enter into future extensions by mutual written agreement.

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

Dated: _____

CITY OF SPOKANE

By: _____
Mayor/City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ULUPALAKUA RANCH, INC.

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for Washington State,
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and _____ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the _____, and _____, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for Washington State,
residing at _____

My appointment expires _____

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

05/24/2021

Date Rec'd

5/21/2021

Clerk's File #

ORD C36052

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

FACILITIES MANAGEMENT

Contact Name/Phone

DAVE STEELE X6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5900 - SBO FOR ENVISION CENTER LEASE COSTS

Agenda Wording

This is a request to approve an appropriation of \$77,500 for monthly lease costs to continue the support of the Spokane Envision Center through the remainder of 2021.

Summary (Background)

The Spokane EnVision Center is a regional integrated social service site. The City entered the original lease for the site from September 2018 through November 2020. This was later extended through May 2021. The City is currently working with Spokane County and Spokane Workforce Council to secure the site for 2 years, with Spokane County as the leaseholder.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 43,750

0100-99999-99999

Revenue \$ 43,750

0020-88100-97183-80101

Expense \$ 77,500

5900-30900-99999-3XXXX

Revenue \$ 77,500

5900-30900-18200-54501

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

TEAL, JEFFREY

Study Session\Other

PIES 5-24-2021

Division Director

WALLACE, TONYA

Council Sponsor

CP Beggs

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

bbeggs@spokanecity.org; hallers@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

twallace@spokanecity.org; pingiosi@spokanecity.org

Additional Approvals

jteal@spokanecity.org; dsteele@spokanecity.org

Purchasingmhughes@spokanecity.org;
kbustos@spokanecity.org**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

pwarfield@spokanecity.org; ablain@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Finance / Facilities
Subject:	EnVision Center Lease Costs
Date:	05/24/2021
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	PIES / Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO for EnVision Center Lease Costs
<p><u>Background/History:</u></p> <p>The Spokane EnVision Center is a regional integrated social service site. The City entered the original lease for the site from September 2018 through November 2020. This was later extended through May 2021. The City is currently working with Spokane County and Spokane Workforce Council to secure the site for 2 years, with Spokane County as the leaseholder.</p> <p>The City funded the original term of the lease from one-time monies intended to address affordable housing needs. The subsequent six-month lease extension from Nov. 2010 through May 2021, was funded from contributions received from the Spokane Workforce Council. The funding strategy for next two years, June 1, 2021 through May 31, 2023, is for equal contributions provided from Spokane City, Spokane County, and Spokane Workforce Council.</p>	
<p><u>Executive Summary:</u></p> <p>The following request is to approve an appropriation of \$77,500 for monthly lease costs to continue the support of the Spokane Envision Center through the remainder of 2021. The City would fund \$43,750 of this amount from its Unappropriated General Fund Balance, and the remaining \$33,750 would be funded from contributions from Spokane County and Spokane Workforce Council. This assumes that the City processes the monthly lease cost June through August, and then contributes its share to the County to process the monthly lease cost September through December, when they are the leaseholder.</p> <p>If Spokane Envision Center can acquire alternative funding, such as a federal or local grant, the City would be reimbursed. It is envisioned that by May 2023, the Spokane Envision Center is a self-sufficient and sustainable program for the region.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Reclassify current expenses</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>	

ORDINANCE NO C36052

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$ 43,750</u>
TO:	0020-88100	General Fund	
	97183-80101	Operating Transfer Out	<u>\$ 43,750</u>

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

FROM:	5900-30900	Asset Management Fund	
	99999-39710	From General Fund	\$ 43,750
	99999-36710	Contributions/Donations	\$ 33,750
			<u>\$ 77,500</u>
TO:	5900-30900	Asset Management Fund	
	18200-54501	Operating Rentals/Leases	<u>\$ 77,500</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide budget authority for Envision Center lease costs through the end of the year, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____.

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

04/19/2021

Date Rec'd

4/8/2021

Clerk's File #

ORD C36039

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

TIM SZAMBELAN 6218

Project #Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Agenda Wording

An ordinance granting EverGem a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided.

Summary (Background)

EverGem's mission is to build fiber networks, with actual open access to all service providers, which will bring broadband choice and competition to underserved rural communities by being fair and innovative. EverGem provides solutions for government agencies to bring telecom continuity of operation planning systems. The term of the franchise agreement is 10 year period with a one-time five year renewal period.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session\Other

2/22/2021 PIES

Division DirectorCouncil Sponsor

C.P. Beggs, C.M. Cathcart

Finance

BUSTOS, KIM

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nickguy@evergem.com

For the Mayor

COTE, BRANDY

lmartinez@spokanecity.org

Additional Approvals

mfeist@spokanecity.org

Purchasing

tszambelan@spokanecity.org

EverGem LLC.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C36039

An ordinance granting a non-exclusive franchise to use the public right-of-way to EverGem LLC to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and EverGem LLC., as Grantee, hereafter also "Grantee". Grantee is a Washington Limited Liability Company whose home office is 109 South 1st Street, Roslyn, WA. 98941. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

EverGem LLC.

Attn: CFO

Re: City of Spokane WA Telecommunications (noncable) Franchise

109 South 1st Street

Roslyn, WA. 98941

With a copy to:

EverGem LLC.

Attn: General Counsel

Re: City of Spokane WA Telecommunications (noncable) Franchise

109 South First Street

PO Box 688

Roslyn, WA. 98941

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Clerk's Office

With a copy to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing

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any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of

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1996 and RCW 35.99.050 as applicable. The City shall provide written explanations of the denial of access and allow Grantee to make corrections to accommodate the concerns where possible.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

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Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all

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claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to

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the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control

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with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void. Use of Grantee's Facilities by third parties or attachment of third party owned Facilities shall not be a sublease under this Agreement. Parties acknowledge that this is the core business model of Grantee.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

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D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

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PASSED by the City Council on _____, 2021

Council President

Attest:

Approved as to form:

City Clerk

Assistant Attorney

Mayor

Date

EFFECTIVE DATE

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ACCEPTANCE OF CITY FRANCHISE

Ordinance No. C36039, effective _____, 2021.

I, _____, am the _____ of EverGem LLC.
(as manager of EverGem LLC.) and am an authorized representative to accept the
above referenced City Franchise ordinance on behalf of EverGem LLC.

I certify that this Franchise and all terms and conditions thereof are accepted
without qualification or reservation.

DATED this _____ day of _____, 2021.

Witness: _____